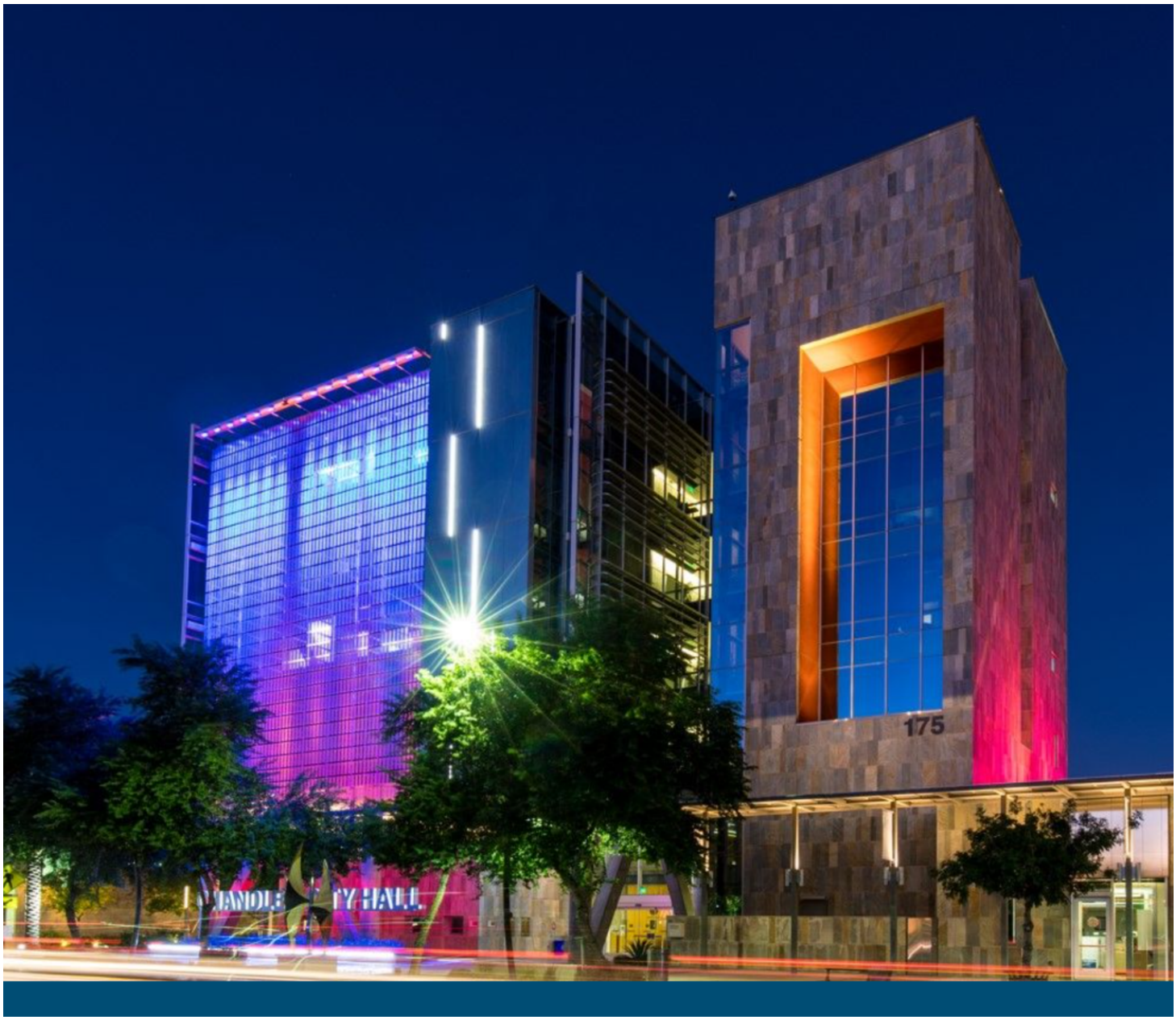


City Council Study Session

Monday, December 8, 2025
6:00 p.m.

Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER
arizona
Community of Innovation



Back row
Councilmember Matt Orlando, Councilmember OD Harris, Councilmember Jane Poston, Councilmember Jennifer Hawkins

Front row
Vice Mayor Christine Ellis, Mayor Kevin Hartke, Councilmember Angel Encinas

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 8, 2025, immediately following the Regular meeting which 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.



Airport

1. **Resolution No. 5958, Authorizing Airport Improvement Grant with FAA for Airfield Electrical Upgrades**

   Move City Council pass and adopt Resolution No. 5958 authorizing the City to enter into an agreement with the Federal Aviation Administration to accept an Airport Improvement Program grant in a total amount not to exceed $1,600,000 for the design and installation of airfield electrical system improvements at the Chandler Municipal Airport.

Council Focus Area(s):

2. **Resolution No. 5965, Authorizing Airport Development Grant with ADOT for Airfield Electrical Upgrades**

   Move City Council pass and adopt Resolution No. 5965 authorizing the City to enter into an agreement with the Arizona Department of Transportation to accept an Airport Development Grant in a total amount not to exceed $50,000 for the design and installation of airfield electrical system improvements at the Chandler Municipal Airport.

Council Focus Area(s):



City Clerk

3. **Boards and Commissions Member Appointments**

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



Cultural Development

4. **Professional Services Agreement No. CA2402.271, with Dig Studio, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1 Post-Design Services, Located at 3 S Arizona Ave, Chandler, AZ 85224**

Move City Council award Professional Services Agreement No. CA2402.271 to Dig Studio, Inc. for the Dr. A.J. Chandler Park Renovation Phase 1 Post-Design Services, in an amount not to exceed $639,963.00

Council Focus Area(s):

5. **Professional Services Agreement No. CA2402.451, Amendment 1, with Dibble CM LLC, for the Dr. A.J. Chandler Park Renovation Phase 1 Construction Management Services, Located at 3 S Arizona Ave, Chandler, AZ 85224**

Move City Council award Amendment 1 to Professional Services Agreement No. CA2402.451 to Dibble CM LLC for the Dr. A.J. Chandler Park Renovation Phase 1 Construction Management Services, in an amount not to exceed $620,410.00

Council Focus Area(s):

6. **Construction Manager at Risk (CMAR) Construction Services Agreement to Willmeng Construction, Inc, for the Dr. A.J. Chandler Park Renovation Phase 1, Located at 3 S Arizona Avenue**

Move City Council award CMAR Construction Services Agreement No. CA2402.401 to Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1, in an amount not to exceed $17,980,956.36.

Council Focus Area(s):



Development Services

7. **Resolution No. 5960, Authorizing a License Agreement Between Wyyerd Connect, LLC, dba Wyyerd Fiber, and the City of Chandler for the Use of Publice Property for the Establishment of Class 4 and Class 5 Telecommunications Systems**

Move City Council pass and adopt Resolution No. 5960, authorizing the Mayor to execute the license agreement between Wyyerd Connect, LLC, dba Wyyerd Fiber, 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. **Introduction and Tentative Adoption of Ordinance No. 5145, ANX24-0004, Annexation of Approximately 18.64 Net Acres and Initial City Zoning Located South of the Southwest Corner of Ocotillo Road and Basha Road**

Move City Council introduce and tentatively adopt Ordinance No. 5145 approving ANX24-0024, annexing 18.64 acres in an area south of the southwest corner of Ocotillo Road and Basha Road, and approving initial City Zoning, as recommended by Planning staff.

Council Focus Area(s): 

9. **Resolution No. 5964, Introduction and Tentative Adoption of Ordinance No. 5144, Area Plan Amendment, Rezoning, Preliminary Development Plan, and Preliminary Plat, PLH25-0016 / PLH25-0017 / PLT25-0006 Havenwood Manor, Located South of the Southwest Corner of Ocotillo Road and Basha Road**

Area Plan Amendment

Move City Council pass and adopt Resolution No. 5964 Ocotillo Master Plan Amendment from Existing Basha's Facility to Single-Family uses, approving PLH25-0017 Havenwood Manor as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5144 approving PLH25-0016 Havenwood Manor, Rezoning from AG-1 to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH25-0016 Havenwood Manor for subdivision layout for 107 homes and housing product, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT25-0006 Havenwood Manor, subject to

the condition recommended by Planning and Zoning Commission.

Council Focus Area(s): 

10. **Entertainment Use Permit, PLH25-0027 Morning Glory Brunchery, 70 E Riggs Road, Generally Located at the Northeast Corner of Arizona Avenue and Riggs Road**

Move City Council approve Entertainment Use Permit, PLH25-0027 Morning Glory Brunchery, to allow for outdoor speakers within an outdoor patio, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

11. **Entertainment Use Permit, PLH25-0030 Maple House, 198 W Boston Street, Generally Located 1/4 South of the Southwest Corner of Arizona Avenue and Chandler Boulevard**

Move City Council approve Entertainment Use Permit, PLH25-0030 Maple House, time extension to continue to allow live outdoor entertainment and speakers indoors and outdoors, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

12. **Entertainment Use Permit, PLH25-0021 J Alexander's Restaurant, 7111 W Ray Road, Generally Located at the Southwest Corner of Ray Road and 56th Street**

Move City Council approve Entertainment Use Permit, PLH25-0021 J Alexander's Restaurant, to allow for outdoor speakers for ambient background music within an outdoor patio area, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

13. **Professional Engineering Utility Plan Review – GIS Services for Non-City Utility Plan Review and Utility Coordination Associated with Fiber to the Home (FTTH) and Other Projects**

Move City Council approve the purchase of Professional Engineering Utility Plan Review – GIS Services for non-city utility plan review and utility coordination associated with Fiber to the Home (FTTH) and other projects, utilizing multiple vendors available under the State of Arizona Contract No. CTR062466, Communications Cabling Systems, and the City of Tucson Contract No. 240180, On-Call Subsurface Utility Engineering (SUE) Services, for the period of one year, beginning January 1, 2026, through December 31, 2026, in a combined amount not to exceed $1,029,600.

Council Focus Area(s):

14. **Professional Services Agreement No. DS2602.451, with Horrocks, LLC., for the FTTH Inspections - Horrocks Construction Management Services**

Move City Council award Professional Services Agreement No. DS2602.451 to Horrocks, LLC., for the FTTH Inspections - Horrocks Construction Management Services, in an amount not to exceed $498,179.22.

Council Focus Area(s):

15. **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. 240180, On-Call Subsurface Utility Engineering (SUE) Services, for the period of one year, beginning January 1, 2026, through December 31, 2026, in a combined amount not to exceed $2,227,072.

Council Focus Area(s):



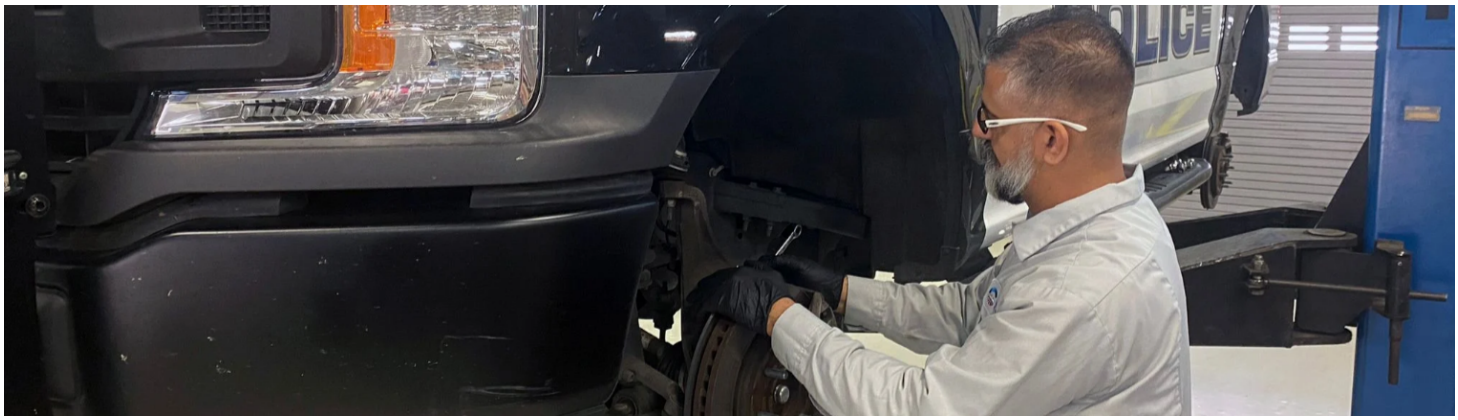



Economic Development

16. **Resolution No. 5944, Authorizing Support for a Foreign Trade Zone Application for Essai, Inc., a Subsidiary of Advantest America, Inc.**

Move City Council pass and adopt Resolution No. 5944, authorizing support for a Foreign Trade Zone (FTZ) application for Essai, Inc., a subsidiary of Advantest America, Inc.; manufacturing facilities located at 280 S 79th Street and 4111 W Saturn Way; authorizing support for a property tax reclassification from class one to class six for all new personal property; and authorizing the Mayor to sign the Resolution and related Intergovernmental Agreement between the City of Chandler and the City of Phoenix, as approved by the City Attorney.

Council Focus Area(s):



Facilities and Fleet

17. **Purchase of Facility Disaster Recovery and Remediation Services**

Move City Council approve Agreement No. FF2-926-4522, Amendment No. 3, 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, 2025, through December 14, 2026.

Council Focus Area(s):

18. **Purchase of Doors, Locking Systems, Door Hardware, and Operable Walls**

Move City Council approve the purchase of doors, locking systems, door hardware, and operable walls, from C & I Show Hardware and Security Systems Inc., utilizing the State of Arizona Contract No. CTR074544, in an amount not to exceed $250,000, for the period of one year beginning January 1, 2026, through December 31, 2026.

Council Focus Area(s):



Fire Department

19. **Resolution No. 5963 Authorizing a Grant Agreement with the Governor's Office of Highway Safety for the Federal Fiscal Year 2026 Award to Continue the Child Safety Seat Clinic Program**

Move City Council pass and adopt Resolution No. 5963 approving a Grant Agreement with the Governor's Office of Highway Safety for the Federal Fiscal Year 2026 award in the amount of $48,304 to continue the Child Safety Seat Clinic Program.

Council Focus Area(s):

20. **Agreement for Fire Department Uniforms**

Move City Council approve Agreement No. FD5-200-4935, with Unie LLC., for Fire Department uniforms, in an amount not to exceed $600,000, for a nineteen-month period, January 5, 2026, through July 31, 2027, with the option of up to four additional one-year extensions.

Council Focus Area(s):



Information Technology

21. **Purchase of Telematics Software**

Move City Council approve the purchase of telematics software, from Carahsoft Technology Corp., utilizing the Omnia Partners Contract No. 23-6692-01, for a five year period, in an amount not to exceed $202,380 in the first year.

Council Focus Area(s):



Law

22. **Introduction and Tentative Adoption of Ordinance No. 5146, Amending the Code of the City of Chandler, Chapter 14, Article IV, Sections 14-39, 14-40, and 14-41, Relating to Animal Seizure and Post-Seizure Bond, Hearing and Appeal**

Move City Council introduce and tentatively adopt Ordinance No. 5146, amending the Code of the City of Chandler, Chapter 14, Article IV, Sections 14-39, 14-40, and 14-41, to change the bond amount to $500.00 per animal in animal seizure cases and to address procedural due process protections.

Council Focus Area(s):



Management Services

23. **Agreements for Investment Management Services**

Move City Council approve Agreement No. MS5-918-4826, with U.S. Bancorp Asset Management, Inc., and Allspring Global Investments, LLC, for investment management services, for a five-year period, beginning January 1, 2026, through December 31, 2030.

Council Focus Area(s):

24. **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, 2026, through December 31, 2026, in an amount not to exceed $300,000.

Council Focus Area(s):

25. **New License Series 12, Restaurant Liquor License Application for Rahul Sahota, Agent, Tikka Drive, LLC, DBA Tikka Drive Indian Cuisine**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 365452, a Series 12, Restaurant Liquor License, for Rahul Sahota, Agent, Tikka Drive, LLC, DBA Tikka Drive Indian Cuisine, located at 80 W. Warner Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 310746.

Council Focus Area(s):



Neighborhood Resources

26. **Legal Services Retainer Agreement for Harvey Law PLLC to Assist in the Conversion of Public Housing Properties to Section 8 Project-Based Rental Assistance**

Move City Council approve Legal Services Retainer Agreement for Harvey Law PLLC to Assist in the Conversion of Public Housing Properties to Section 8 Project-Based Rental Assistance and Related Legal Matters

Council Focus Area(s):

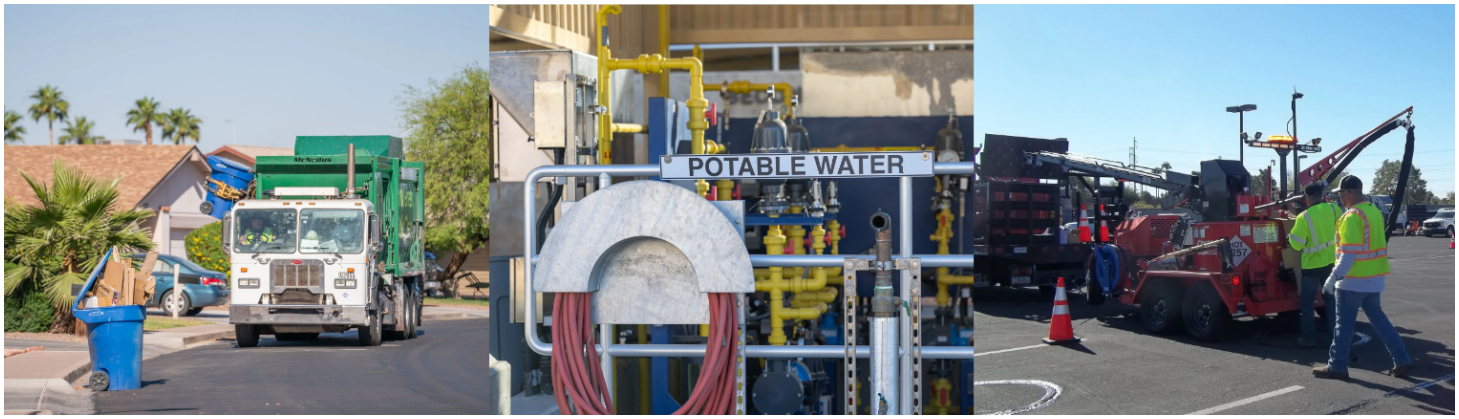


Police Department

27. **Purchase of Body Worn Cameras**

Move City Council approve the purchase of body worn cameras, from Axon Enterprise, Inc. utilizing the State of Arizona Cooperative Contract No. CTR074570 Public Safety, Law Enforcement Video Products, Services, and Solutions, in an amount not to exceed $3,518,391 for a period of five years; and authorizing the City Manager to sign the quotation from Axon Enterprise, Inc.

Council Focus Area(s):



Public Works and Utilities

28. **Introduction and Tentative Adoption of Ordinance No. 5138, Approving the Abandonment of a Retention Basin Easement Located on 56th Street Between Ray Road and Chandler Boulevard**

Move City Council introduce and tentatively adopt Ordinance No. 5138 approving the abandonment of a retention basin easement located on the east side of 56th Street between Ray Road and Chandler Boulevard that is no longer needed for public use.

Council Focus Area(s):  

29. **Purchase of Small Water Meter Replacement and Field Verification Services**

Move City Council approve Agreement No. PW5-4640-4871, Amendment No. 1, with D&B Construction Group, LLC, and Metering Services, Inc., for small water meter replacement and field verification services, in a combined amount not to exceed $1,500,000, for the term of January 1, 2026, through December 31, 2026.

Council Focus Area(s): 

30. **Purchase of Traffic Signals and Components**

Move City Council approve the purchase of traffic signals and components from JTB Supply Company, utilizing City of Tucson Contract No. 250045-04, in an amount not to exceed $180,942.88.

Council Focus Area(s): 

31. **Purchase of Street Repair and Maintenance Services**

Move City Council approve Agreement No. PW5-745-4851, Amendment No. 1, with M.R. Tanner Development & Construction, LLC, for street repair and maintenance services, in an amount not to exceed $1,490,000, for a one-year period, January 1, 2026, through December 31, 2026.

Council Focus Area(s): 

32. **Purchase of Concrete Repair and Maintenance Services**

Move City Council approve Agreement No. PW5-745-4850, Amendment No. 1, with Temcon Concrete Construction, LLC, for concrete repair and maintenance services, in an amount not to exceed $6,700,000, for a one-year term, January 1, 2026, through December 31, 2026.

Council Focus Area(s): 

33. **Purchase of Asphalt Rubber Crack Seal Services**

Move City Council approve Agreement No. PW5-745-4849, Amendment No. 1, with Choice Maintenance and Asphalt, LLC, for asphalt rubber crack seal services, in an amount not to exceed $640,607, for a one-year term, January 1, 2026, through December 31, 2026.

Council Focus Area(s): 

34. **Purchase of National Association of Corrosion Engineers Certified Coating Quality Assurance Services for the Airport Water Reclamation Facility Canopy Coating Project**

Move City Council to approve the Sole Source purchase of NACE certified coating quality assurance services for the AWRF canopy coating project, from RFI Consultants, LLC, in an amount not to exceed $100,000.

Council Focus Area(s): 

35. **Purchase of Airport Water Reclamation Facility Canopy Coating Repair Services**

Move City Council approve Agreement No. PW5-910-4948, with Penington Painting Company, LLC, for the Airport Water Reclamation Facility canopy coating repair services, in an amount not to exceed $4,279,671.98.

Council Focus Area(s): 

Public Hearing

36. **Public Hearing for Annexation ANX25-0003 of Approximately 11.24 acres East of the Northeast Corner of Willis Road and McQueen Road**

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Council Focus Area(s): 

Action Agenda

37. **Introduction and Tentative Adoption of Ordinance No 5143, Rezoning and Preliminary Development Plan, PLH24-0046 Price Road Innovation Campus, Located at 3380 S. Price Road, Southwest Corner of Price and Dobson Roads (Continued from the Meeting of November 13, 2025)**

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 5143 approving PLH24-0046 Price Road Innovation Campus, rezoning an approximately 40-acre site from Planned Area Development (PAD) to PAD for a data center as a primary use in addition to knowledge-intensive uses, advanced business services and ancillary commercial, as well as a Mid-Rise Overlay up to 90 feet, subject to conditions as recommended by the Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan, PLH24-0046 Price Road Innovation Campus, approving the site layout and building architecture for an 85 foot high, 422,877 square foot data center and five research and development/flex/office buildings subject to conditions as recommended by the Planning and Zoning Commission.

Council Focus Area(s): 

38. **Resolution No. 5957, Authorizing a Development Agreement between the City of Chandler and BA Price Owner LLC for the Redevelopment of Property Located at 3380 South Price Road into an Artificial Intelligence Data Center and Tech Park**

Move City Council to consider its position regarding Resolution No. 5957, authorizing a Development Agreement between the City of Chandler and BA Price Owner LLC to facilitate the redevelopment of property located at 3380 South Price Road into an advanced artificial intelligence (“AI”) data center and associated Tech Park employment buildings.

Council Focus Area(s): 

Informational

39. **Contracts and Agreements Administratively Approved, Month of November 2025**

Adjourn

ITEM 1

City Council Memorandum Airport Memo No.

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Ryan Peters, Deputy City Manager
Ryan Reeves, Airport Manager
From: Chris Andres, Airport Planning Program Manager
Subject: Resolution No. 5958 to Enter into Grant Agreements with the Federal Aviation Administration to Accept Airport Improvement Program Grant for Airfield Electrical Updgrades at the Chandler Municipal Airport

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5958 authorizing the City to enter into an agreement with the Federal Aviation Administration to accept an Airport Improvement Program grant in a total amount not to exceed $1,600,000 for the design and installation of airfield electrical system improvements at the Chandler Municipal Airport.

Background:

The City anticipates receiving an Airport Improvement Program grant from the Federal Aviation Administration for the design and installation of airfield electrical improvements. The existing electrical system along Runway 4L-22R (North Runway), Taxiway A, and Taxiway B has reached the end of its service life. This project will install new cabling and connections and will replace incandescent light fixtures with LED fixtures. The incandescent fixtures have been discontinued by their manufacturer and parts and service are no longer available.

This grant will provide 95% of project funding with the remaining 5% split evenly between an Arizona Department of Transportation Airport Development Grant and City funding.

Financial Implications:

The project is in the current 5-year Capital Improvement Program (CIP). The FAA grant represents 95% of total project costs. An airport development grant with the Arizona Department of Transportation is anticipated for 2.5% of the total project costs. The remaining 2.5% is the local matching share and is in the Airport Operating Fund.

Attachments

Resolution No. 5958

Airfield Electrical Upgrade Project Primary Area Map

RESOLUTION NO. 5958

A RESOLUTION OF THE CHANDLER CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT(S) WITH THE FEDERAL AVIATION ADMINISTRATION TO ACCEPT FUNDS IN AN AMOUNT NOT TO EXCEED $1,600,000 FOR AIRFIELD ELECTRICAL LIGHTING IMPROVEMENTS AT THE CHANDLER MUNICIPAL AIRPORT; AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT(S); AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY OTHER DOCUMENTS AND TAKE ALL OTHER ACTION NECESSARY OR APPROPRIATE.

WHEREAS, the City of Chandler ("City") owns the Chandler Municipal Airport ("Airport"); and

WHEREAS, the Federal Aviation Administration ("FAA") periodically programs funds to municipal airport facilities through its grant programs; and

WHEREAS, the FAA requires the City, as the Airport Sponsor, to sign grant agreements accepting said grants; and

WHEREAS, the FAA has notified the City that it anticipates awarding grant funding in an amount not to exceed $1,600,000 for the design and installation of airfield electrical lighting improvements; and

WHEREAS, to secure such grant funding, the City will accept the grant offer in a not to exceed amount.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Chandler, Arizona as follows:

Section 1. Approves and authorizes the City of Chandler to accept FAA grant funding and agreements in an amount not to exceed $1,600,000 for the completion of airfield electrical lighting improvements.

Section 2. Authorizes and directs the Mayor of the City of Chandler to execute a grant agreement(s) for improvements to airfield electrical lighting in an amount not to exceed $1,600,000 and in a form approved by the City Attorney.

Section 3. Authorizes and directs the Mayor, City Manager, or designee, to execute all other documents, certifications and/or assurances as may be required by the FAA and take all other action necessary or appropriate to carry out the purposes of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

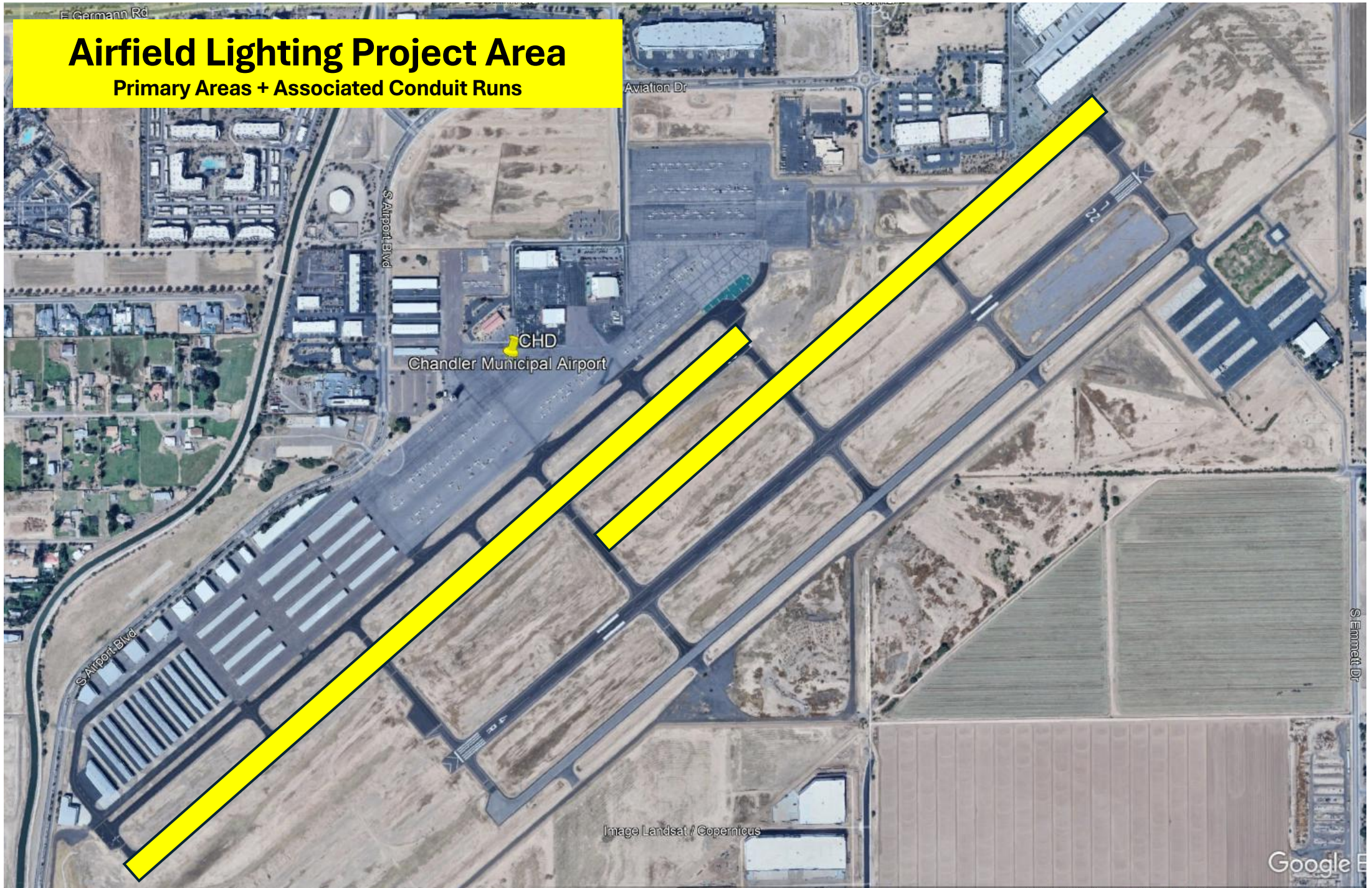
CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5958 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG


Airfield Lighting Project Area
Primary Areas + Associated Conduit Runs
E Germann Rd
Aviation Dr
S Airport Blvd
CHD
Chandler Municipal Airport
S Airport Blvd
S Emmett Dr
Image Landsat / Copernicus
Google

CHANDLER arizona
Community of Innovation

City Council Memorandum Airport Memo No.

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Ryan Peters, Deputy City Manager
Ryan Reeves, Airport Manager
From: Chris Andres, Airport Planning Program Manager
Subject: Resolution No. 5965 to Enter Into Grant Agreements with the Arizona Department of Transportation to Accept an Airport Development grant for Airfield Electrical Upgrades at the Chandler Municipal Airport

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5965 authorizing the City to enter into an agreement with the Arizona Department of Transportation to accept an Airport Development Grant in a total amount not to exceed $50,000 for the design and installation of airfield electrical system improvements at the Chandler Municipal Airport.

Background:

The City anticipates receiving an Airport Development Grant from the Arizona Department of Transportation for the design and installation of airfield electrical improvements. The existing electrical system along Runway 4L-22R (North Runway), Taxiway A, and Taxiway B has reached the end of its service life. This project will install new cabling and connections and will replace incandescent light fixtures with LED fixtures. The incandescent fixtures have been discontinued by their manufacturer and parts and service are no longer available.

This grant will provide 2.5% of project funding with City funds providing a matching 2.5%. The remaining 95% of funding will be provided through a Federal Aviation Administration (FAA) Airport Improvement Program grant.

Financial Implications:

This project is in the current 5-year Capital Improvement Program (CIP). The ADOT grant represents 2.5% of total project costs. An FAA Airport Improvement Program grant is anticipated for 95% of the total project costs. The remaining 2.5% is the local matching share and is in the Airport Operating Fund.

Attachments

Resolution No. 5965

Airfield Electrical Upgrade Project Primary Area Map

RESOLUTION NO. 5965

A RESOLUTION OF THE CHANDLER CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT(S) WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO ACCEPT FUNDS IN AN AMOUNT NOT TO EXCEED $50,000 FOR AIRFIELD ELECTRICAL LIGHTING IMPROVEMENTS AT THE CHANDLER MUNICIPAL AIRPORT; AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT(S); AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY OTHER DOCUMENTS AND TAKE ALL OTHER ACTION NECESSARY OR APPROPRIATE.

WHEREAS, the City of Chandler ("City") owns the Chandler Municipal Airport ("Airport"); and

WHEREAS, the Arizona Department of Transportation ("ADOT") periodically programs funds to municipal airport facilities through its grant programs; and

WHEREAS, ADOT requires the City, as the Airport Sponsor, to sign agreements accepting said grants; and

WHEREAS, ADOT has notified the City that it anticipates awarding grant funding in an amount not to exceed $50,000 for the design and installation of airfield electrical lighting improvements; and

WHEREAS, to secure such grant funding, the City will accept the grant offer in a not to exceed amount.

Section 1. Authorizes the City of Chandler to accept ADOT grant funding in an amount not to exceed $50,000 for the completion of airfield electrical lighting improvements.

Section 2. Authorizes and directs the Mayor of the City of Chandler to execute a grant agreement(s) with ADOT in a form approved by the City Attorney.

Section 3. Authorizes and directs the Mayor, City Manager, or designee, to execute all other documents, certifications and/or assurances as may be required by ADOT and take all other action necessary or appropriate to carry out the purposes of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____ _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

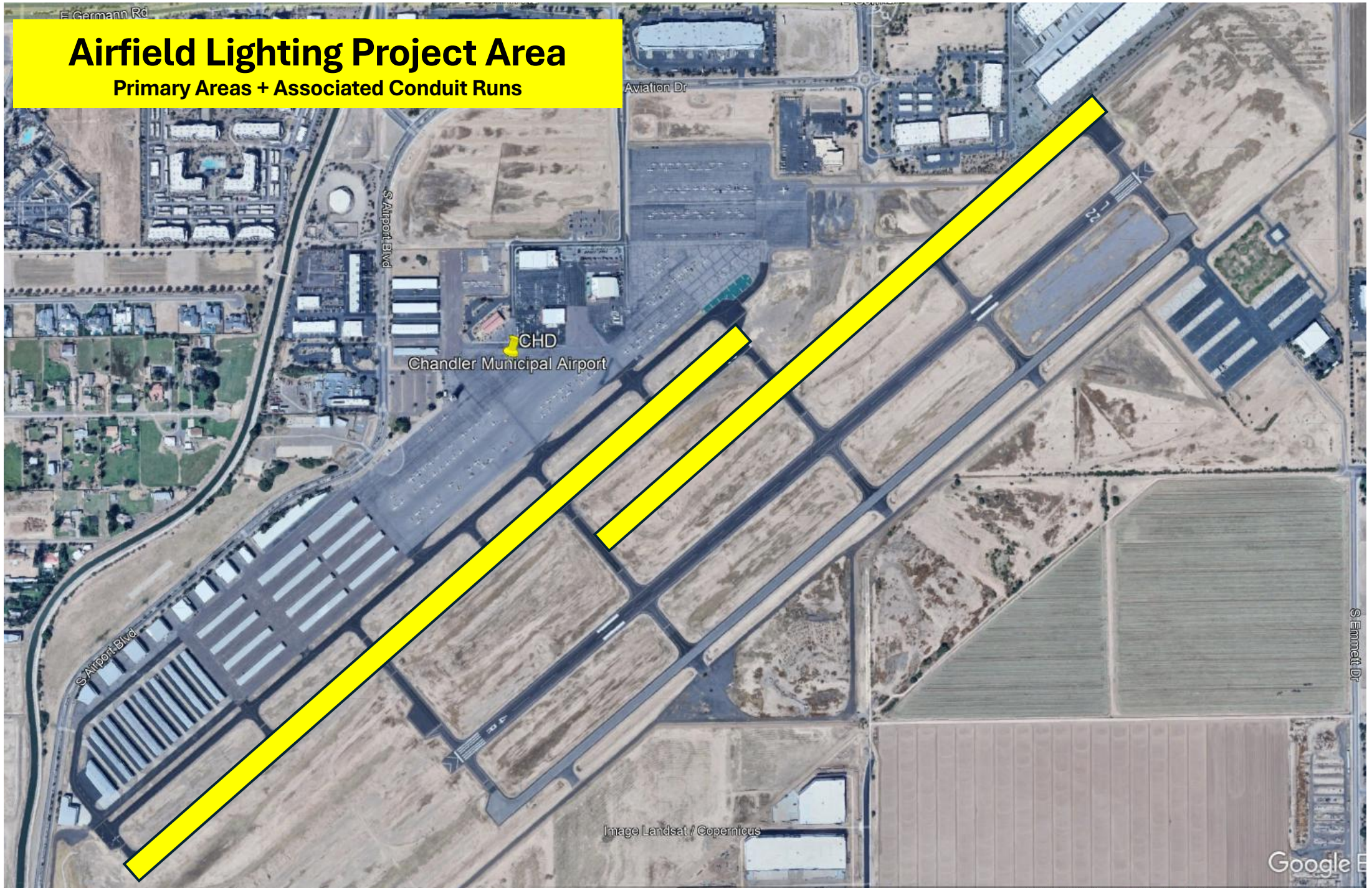
CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5965 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG


Airfield Lighting Project Area
Primary Areas + Associated Conduit Runs
E Germann Rd
Aviation Dr
S Airport Blvd
CHD
Chandler Municipal Airport
S Airport Blvd
S Emmett Dr
Image Landsat / Copernicus
Google

ITEM 3

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.**

Date:	December 08, 2025
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.

Arts Commission
Appoint Liz Taylor

Historic Preservation Commission
Appoint Tom Bilsten

Planning and Zoning Commission
Appoint Tracy DuCharme

Attachments

Arts Commission Liz Taylor
Historic Preservation Commission Tom Bilsten
Planning and Zoning Commission Tracy DuCharme

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Wed 6/11/2025 10:34 AM
To

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Submitted on Wed, 06/11/2025 - 10:32 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Arts Commission

Name
Liz Taylor

Phone

Email

Address

Chandler, Arizona. 85226

Profession
Artist and Experiential Designer

Employer
Liz Taylor Creative

How many years have you lived in Chandler
18

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
With a professional background that bridges graphic design, interior architecture, and fine art, I bring a well-rounded and informed perspective to a public art advisory board. My work as a practicing artist, illustrator, and surface pattern designer gives me a deep appreciation for both aesthetics and functionality in public spaces. As a member of AIGA and SEGD, I stay actively engaged in the broader design community, and my NCIDQ certification reflects my commitment to professional excellence in interior design. This unique combination of creative practice, formal training, and industry engagement equips me to thoughtfully evaluate public art proposals and contribute meaningfully to discussions about design, accessibility, and community impact.

Board/Committee Experience
I have valuable experience serving on the board of my company's GiveBack group, where I help guide charitable donation efforts and supported initiatives that directly benefit local communities and nonprofit organizations. This role deepened my understanding of how thoughtful giving and community partnerships can create meaningful impact. Additionally, as a committee chair for Design, a group dedicated to advancing design conversations within the industry, I have led programming that brings together professionals to explore innovative ideas, promote design excellence, and foster professional growth. These leadership roles reflect my commitment to community engagement and advancing the role of design as a force for positive change.

Briefly explain why you would like to serve on the board / commission
I want to serve on a public art advisory board because I believe in the power of art to connect communities, tell shared stories, and inspire meaningful dialogue. Through my own art practice, I have been deeply engaged in public art and understand its potential to transform spaces and create a sense of belonging. I care deeply about my community and am passionate about using public art as a tool for inclusive storytelling that reflects the diversity and richness of our collective experience. I am especially committed to elevating marginalized voices and creating opportunities for artists from all backgrounds to be seen, heard, and valued. Serving on this board would allow me to help shape a more vibrant, equitable, and expressive public realm.

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

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Thu 11/14/2024 11:24 AM
To

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Report Suspicious

Submitted on Thu, 11/14/2024 - 09:12 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Planning and Zoning Commission

Name
Tom Bilsten

Phone

Email

Address

Chandler, Arizona. 85286

Profession
Community Outreach Consultant

Employer
Bilsten Consulting Incorporated

How many years have you lived in Chandler
8

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
As owner of Bilsten Consulting from 2005 to present, I have worked on over 140 different political campaigns as field director, campaign manager, fundraiser, or grassroots specialist. I currently own my own company where work as a Grassroots Outreach Specialist alongside various developers and zoning attorneys across the Valley. I specialize in door to door networking as an expert in neighborhood outreach in the planning, development, and zoning community. I follow rezoning projects through the pre application process, facilitate public meetings, knock on residents doors to let them know about upcoming projects, and engage with neighbors and stakeholders throughout the public hearing process.

Board/Committee Experience
Metro Phoenix Salvation Army Advisory Board - 2021 - Present, Arizona Governor's Prayer Breakfast Committee 2016 - Present, The Thunderbirds - Assistant to Chairman - WM Phoenix Open 16th Skybox 2013 - Present

Briefly explain why you would like to serve on the board / commission
My field of expertise as an entrepreneur who has spent the last 19 years working with neighborhood leaders, political figures, the Valley's top consulting agencies, PR firms, community organizations, developers and zoning attorneys makes me a great fit to serve on the Planning and Zoning Commission. Through this experience, I have attended several hundred PZ Commission hearings and City Council meetings across the state. As a resident of Chandler and as a nearly lifelong resident of Arizona, I would love the opportunity to serve my community in helping to further grow and develop this incredible City in a smart and sustainable way. I look forward to bringing my expertise and experience to benefit the Planning and Zoning Commission, and couldn't be more excited for this potential opportunity.

Referred By
Terri Kimble - Chandler Chamber of Commerce

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

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Mon 2/3/2025 9:01 PM
To

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Report Suspicious

Submitted on Mon, 02/03/2025 - 08:36 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Planning and Zoning Commission

Name
Tracy DuCharme

Phone

Email

Address

Chandler, Arizona. 85226

Profession
Executive Director

Employer
American Majority

How many years have you lived in Chandler
10

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
With 20 years of experience as a realtor, I bring a deep understanding of property values, market trends, and community development to the Planning and Zoning Committee. My firsthand knowledge of residential and commercial real estate transactions gives me unique insight into how zoning decisions impact property owners, businesses, and future growth. Having worked closely with buyers, sellers, developers, and city officials, I understand the importance of balanced planning that fosters economic development while preserving neighborhood integrity. My expertise will help ensure that zoning regulations align with both the communitys long-term vision and the practical needs of property stakeholders.

Board/Committee Experience
I briefly served on the DV commission but needed to step down due to medical issues.

Briefly explain why you would like to serve on the board / commission
I am eager to serve on this commission to help shape the growth and development of our community. With over 22 years of real estate experience, I see this as an ideal opportunity to apply my knowledge and contribute to thoughtful decision-making on land use, zoning regulations, and urban planning. Serving on the commission would allow me to advocate for fair and balanced policies that reflect the needs of residents, businesses, and future development. Additionally, my background in policy has given me the skills to navigate complex issues and ensure that all voices are heard. I am committed to representing my neighbors and guiding growth in a way that aligns with both my values and those of the Chandler community.

Referred By
Mark Stewart, Scot Mussi, Debra Schinke, Darla Gonzalez

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 Cultural Development Memo No. CP26-050

Date: December 08, 2025
To: Mayor and Council
Thru: John Pombier, City Manager
Leah Powell, Deputy City Manager
Kim Moyers, Cultural Development Director
Daniel Haskins, Capital Projects Division Manager
From: Rachel Marx, Engineer
Subject: Professional Services Agreement No. CA2402.271, with Dig Studio, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1 Post-Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. CA2402.271 to Dig Studio, Inc. for the Dr. A.J. Chandler Park Renovation Phase 1 Post-Design Services, in an amount not to exceed $639,963.00

Background/Discussion:

Dr. A.J. Chandler Park, centrally located in Downtown Chandler, serves as a hub for residents to enjoy the City's signature events and festivals, including the Tumbleweed Tree Lighting and a weekly farmer's market. Last renovated in 1986, the park has experienced increased usage alongside Downtown Chandler's significant growth in multi-family, office, and retail development. With over 100 events hosted annually, a new Master Plan was completed in 2017 to address infrastructure needs and enhance event space. The plan included improvements such as a safer Arizona Avenue crosswalk, infrastructure upgrades (drinking fountains, restrooms, landscape/irrigation), electrical and power enhancements, and ADA accessibility improvements.

In 2024, an update to the Master Plan ensured alignment with current needs and priorities. This update reaffirmed previous concerns while introducing a phased approach to improvements. Phase 1 includes removing outdated water features, increasing shaded areas, updating landscape and irrigation, activating the park's east side, adding comfortable seating and gathering spaces, constructing new

restrooms, expanding event and programming space, and improving the Arizona Avenue crossing – all while maintaining existing parking.

The City Council approved the Phase 1 design agreement on August 25, 2024, selecting Dig Studio, Inc. through an RFQ and interview process. A Construction Manager at Risk (CMAR) was advertised in October 2024, followed by interviews in January 2025, resulting in the selection of Willmeng Construction.

The post-design scope of work consists of attendance of all pre-construction and construction meetings, construction observation related to landscape, mechanical, architectural, civil, and electrical engineering services, utility coordination, site visits, review of and response to Requests for Information (RFIs) and shop drawings with corresponding plan revisions, design and fabrication services for entryway monuments and a new foundation for the Tumbleweed Christmas Tree, preparation of up to five construction document addenda, and the preparation of as-built record drawings. The agreement completion time is 365 calendar days following Notice to Proceed.

A related Construction Agreement with Willmeng Construction Inc., and a related Construction Management Agreement with Dibble CM LLC is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends approval of this agreement with Dig Studio, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4320.6611.0.6CA650.0	Park Bonds	Dr. A.J. Chandler Park	$639,963.00	Y

Attachments

Agreement
Location Map

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PROFESSIONAL SERVICES AGREEMENT
POST-DESIGN SERVICES
DR. A.J. CHANDLER PARK RENOVATION PHASE 1
PROJECT NO. CA2402.271

Council Date: December 11, 2025

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of _____, 2025, ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City''), and Dig Studio, Inc.**,** a Colorado 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 post-design services for Dr. A.J. Chandler Park Renovation Phase 1 project ("Project") as more fully described in Exhibit "A" ("Services"), 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.

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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 365 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 $639,963 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: Rachel Marx, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3354 Email: Rachel.Marx@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Dig Studio, Inc.
	Mailing Address:	1521 15th Street, Denver, CO 80202
	Physical Address:	1521 15th Street, Denver, CO 80202
	Statutory Agent Name:	Brandon Sobiech, PLA
	Statutory Agent Mailing Address:	3003 North Central Avenue, Suite 800 Phoenix, AZ 85012
	Statutory Agent Physical Address:	3003 North Central Avenue, Suite 800 Phoenix, AZ 85012
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Brandon Sobiech, PLA
	Title:	Principal
	Phone:	602-595-4101
	Email:	brandon@digstudio.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

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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

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(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 Indemnitee from and against any and all Claims, except those arising solely from Indemnitee'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 Indemnitee 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.

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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.

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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

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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

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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

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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.

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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.

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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 November 16, 2025
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney JMB

ATTEST:

City Clerk Seal

"CONSULTANT"
DIG STUDIO, INC.

Brandon Sobiech November 14, 2025
Signature Date

Brandon Sobiech
Print Name

Principal
Title

brandon@digstudio.com
Signer Email Address

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EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

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EXHIBIT "A"

POST DESIGN
SCOPE OF SERVICES

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

Post Design services for Dr. A.J. Chandler Park Improvements located at 3 S. Arizona Ave., Chandler, Arizona. Services include pre-construction assistance and Landscape Architectural, Engineering & and Architectural Design Services during Construction to address issues and/or specialized technical products regarding the **designer of record**; and preparation of as-built record drawings.

The Design Team will provide **Construction Phase Services** required for the implementation of the Construction Documents to observe that the design is installed per the drawings and specifications. Dig Studio, as prime consultant, will review and coordinate all RFI responses, Submittal Reviews and Field Reports from the Design Team. The Dig Studio design team will work with one (1) construction management software system, as requested by the CMAR and/or the City.

The design team post design budget is **$639,963.00.**

Consultant will provide all construction observation services for the Project including, but not limited to, landscape, civil, mechanical, architectural and electrical engineering services.

2. ASSIGNMENT:

The design Agreement has been awarded to an architect based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

Consultant must perform the services within the times set forth in the Production Schedule included herein **(Exhibit B)** and made a part hereof by reference:

a. Task Duration of (52) weeks starting January 5th, 2026 and concluding January 5th, 2027. Subject to change depending on timeliness of construction.

PROJECT TASKS

1. Pre-Construction

A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

2. Engineering and Architectural Design Services During Construction

A. Task 2.1 Attend Construction Meetings + Site Walks + Field Reports

i. Consultant must attend construction meetings, as follows:

1. 52 weekly construction meetings, virtual or in-person as needed.

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2. (26) weekly Team Site Walks (May 2026 – Oct 2026) during the most intense site work operations.
    a. It is the Design Team's experience that the complexity of the project type, along with the existing conditions will warrant weekly on-site discussions.
3. Additional Field Visits (up to 32) – As requested field visits to review work including mock-up review, progress pours, grading, and site conflicts. Dig Studio will follow each visit with a formal field report to be issued to the, City, PM and CMAR.
4. (4) Nursery Visits to select and tag plant materials for use on the project.
5. Punch Walks (2 Visits)
6. Final Walk through (1 visits)

B. Task 2.2 Respond to Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to any contractor Requests for Information (RFI's) forwarded by the CM Firm for design review.

ii. Issuance of plan Addenda related to Dig Studio scope of work items (maximum of 5).

C. Task 2.3 Respond to Shop Drawing Submittals + Material Submittal Review

i. The Design Team will, review shop drawings as necessary for items pertaining to their scope of work delineated in construction drawings. Dig Studio will clarify or make revisions to the drawings and details as needed to facilitate the construction process.

ii. Dig Studio and the Design Team will review materials and product submittals to review compliance with the drawings and specifications.

D. Additional Post Design Considerations / Inclusions

i. Park Signage Fabrication Assistance

1. The Design Team will provide Fabrication Phase Services required for the implementation of the signage concepts.
    a. Shop Drawing + Submittal Review – The Design Team will, review shop drawings and material submittals as necessary for items pertaining to the signage scope of work.
    b. RFI Response – Dig Studio will respond to all RFI's from the signage vendor to clarify design intent and detail.

ii. Tumbleweed Tree Design + Install Assistance

1. The Design Team will provide Services during the construction phase of the project to coordinate and design the new Park's Tumbleweed tree installation detail.

3. Record Drawings

A. Task 3.1 Record Drawings

i. Transfer red-line comments to City's construction plans to create record drawings.

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ii. Provide resident engineer and/or architect and/or landscape architect stamp/certification on record drawings cover sheet. Ensure all required signatures on the cover sheet.

iii. Provide and deliver record drawings in paper and digital pdf format to the City as required for as-built submittal process at city permit counter.

Refer to specific Subconsultant proposals for detailed scope for Post Design Services.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

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

Dig Studio Billing Rate Table:
(See Attached Sub-Consultant proposals for Subconsultant Bill Rates)

Category	**Amount**
Principal	$ 230.00
Sr/ Project Manager	$ 170.00
Sr. Landscape Architect	$ 152.00
Landscape Designer IV	$ 142.00
Landscape Designer III	$ 131.00
Landscape Designer II	$ 121.00
Landscape Designer I	$ 116.00

Attachments:
Attachment B1: Fee + Task Summary Table
Attachment B2: Dig Studio Detailed Hour Breakdown Attachment
C: Sub-consultant Scope and Fee Proposals as follows:

a. Lake Flato
b. Ardurra
c. BDA Design
d. Clanton Associates
e. Henderson
f. Lokahi

These fees are based on our current understanding of the project and desired scope of services. The remainder of the scope of work and associated fees to be executed by Dig Studio's sub-consultants are attached.

Sincerely,



Brandon Sobiech, PLA
Principal, Dig Studio, Inc.

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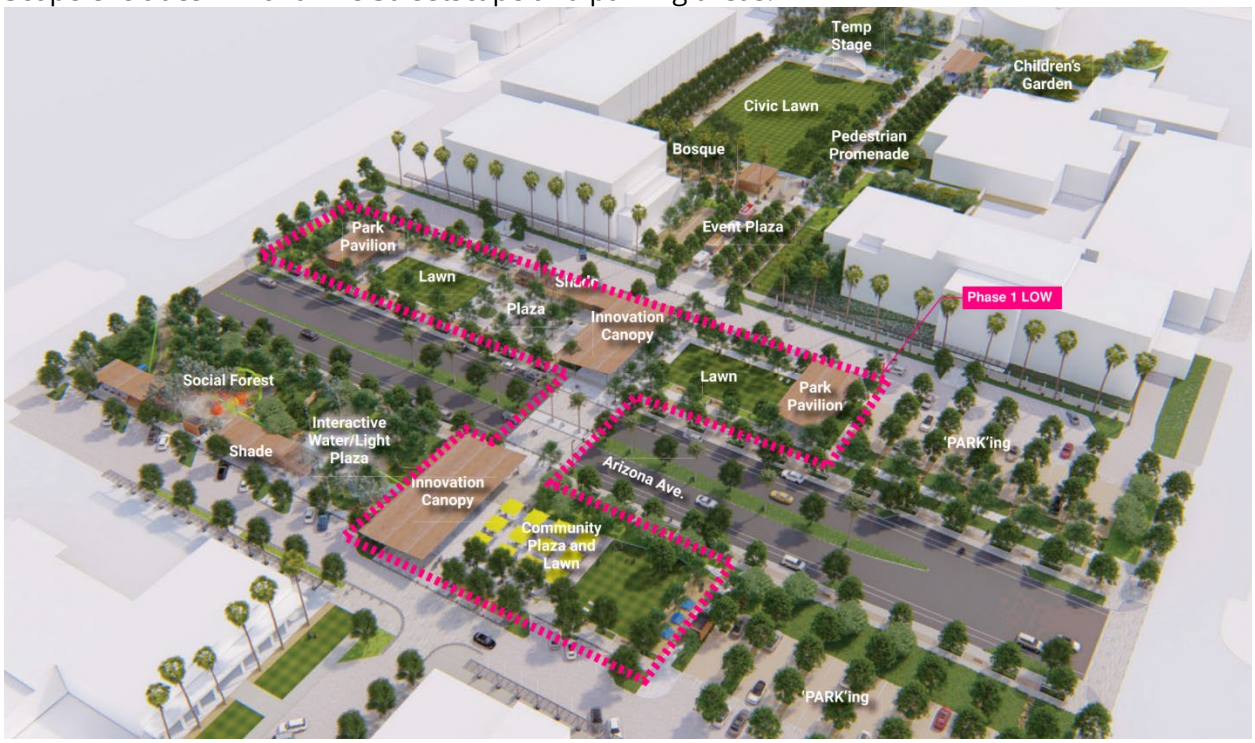
Project Scope Diagrams: ~ 2.3 Acres.

Scope excludes Arizona Ave Streetscape and parking areas.



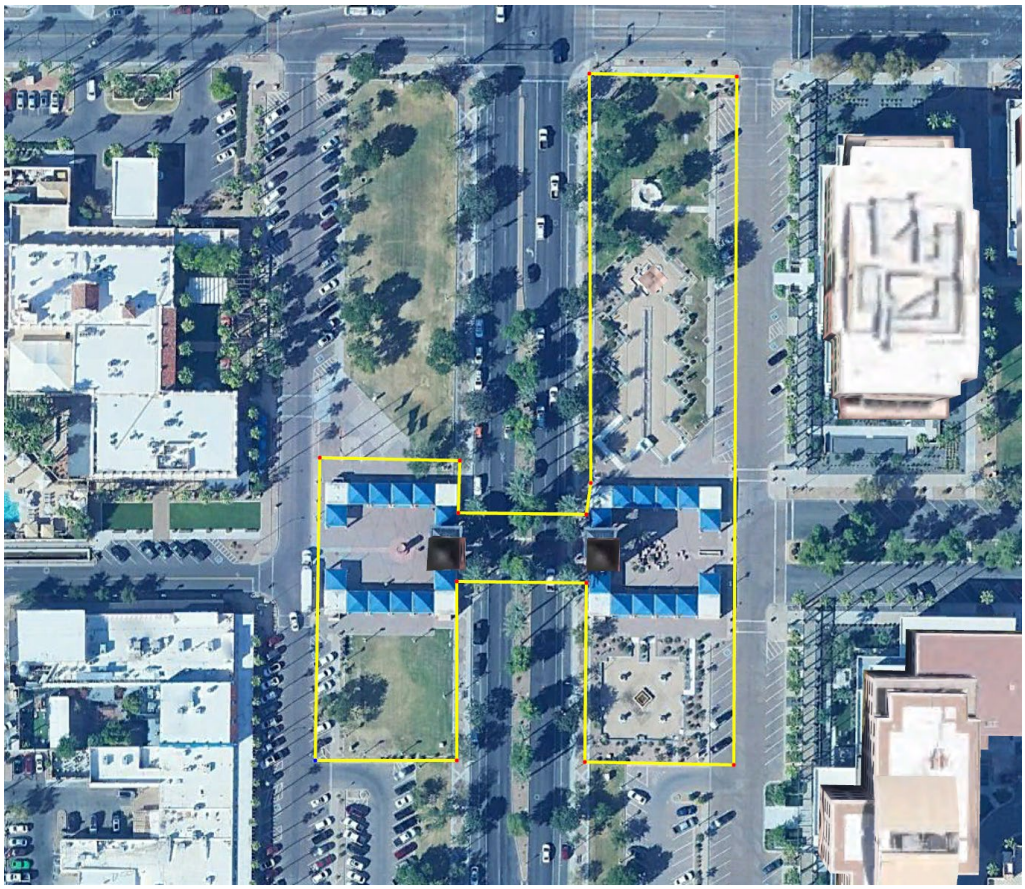


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EXHIBIT "B"
COMPENSATION AND FEES

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DIG STUDIO

DR. A.J. CHANDLER PARK

EXHIBIT "B-1"

COST SUMMARY WITH SUBCONSULTANTS

Date: 11/12/2025

TASK DESCRIPTION	DESIGN FEES		Comments	
Dig Studio	**Design**	**Reimbursable Expenses**		
	$ -			$ -
	$ -			$ -
	$ -			$ -
Task 13.0: Construction Observation	$ 197,408.00			$ 197,408.00
Sub-Total	$ 197,408.00	$ 2,000.00		$ 2,000.00
Total Dig Studio Fees & Expenses		**$ 199,408.00**		**$ 199,408.00**
Sub-Consultants - Design Services				$ -
Architecture - Lake Flato	*$ 254,600.00*	$ 15,000.00		$ 269,600.00
Civil Engineering - Ardurra	*$ 77,675.00*			$ 77,675.00
Structural - BDA Design	*$ 20,300.00*			$ 20,300.00
Electrical + Lighting Design - Clanton Associates	*$ 38,300.00*	$ 1,800.00		$ 40,100.00
Mechancial + Plumbing - Henderson	*$ 4,340.00*			$ 4,340.00
Geotechnical - Ninyo Moore	*$ -*		*Contractor Inspections*	$ -
Design Assist + Ped Crossing Lokahi	*$ 3,540.00*			$ 3,540.00
Programming - Biederman Redevelopment Ventures	*$ -*		*n/a*	$ -
Cost Estimation - Marc Taylor, Inc.	*$ -*		*n/a*	$ -
Utility Coordination - DUS	*$ -*	$ -	*n/a*	$ -
Sub-Total Sub Consultants Design	**$ 398,755.00**	**$ 16,800.00**		
Sub-Total Design		**$ 614,963.00**		**$ 614,963.00**
Sub-Total Full Team Design Fee				**$ 614,963.00**
Owner Controlled Allowance - Lump Sum	***$ 25,000.00***			**$ 25,000.00**
PROJECT TOTALS				**$ 639,963.00**

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DIG STUDIO

EXHIBIT "B-2"
Hours and Rates

Date: 11/12/2025

	P1, Assoc Principal			Landscape Designer IV	Landscape Designer II	PROJECT ROLE		Comments
	Brandon Sobiech			*Patrick Kelty / Staff*	*Staff*			
	$ 230.00			$ 142.00	$ 121.00	< HOURLY RATES		
TASK DESCRIPTION						**TOTAL HOURS PER TASK**		
Task 13.0: Construction Admin	**278**	**0**	**0**	**732**	**244**	**$ 197,408.00**	**1254**	**12 months**
Project OAC Meetings (bi-weekly 6mo / weekly 6 mo	58	0	0	72	0	*$ 23,564.00*	130	
Submittal Reviews	20	0	0	72	40	*$ 19,664.00*	132	
RFI/Delta Logging and Responses* **	20	0	0	140	80	*$ 34,160.00*	240	
Shop Drawing Review	16	0	0	40	20	*$ 11,780.00*	76	
Site Visits and Reports (bi-weekly 6mo / weekly 6 mo	72	0	0	140	40	*$ 41,280.00*	252	
Nursery Inventory Selection	8	0	0	20	0	*$ 4,680.00*	28	
Consultant Coordination	24	0	0	80	0	*$ 16,880.00*	104	
Tumbleweed Tree and Signage Coordination	8	0	0	24	8	*$ 6,216.00*	40	
Punch list Resolution and Close out	16	0	0	24	16	*$ 9,024.00*	56	
Record Drawings	12	0	0	40	40	*$ 13,280.00*	92	
Project Management + CMAR Coordination	24	0	0	80	0	*$ 16,880.00*	104	
TOTAL HOURS:	278	0	0	732	244	197408	1254	

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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

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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.

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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.

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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.

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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.

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LAKE FLATO

October 23, 2025

Brandon Sobiech, PLA, ASLA
Dig Studio
3003 North Central Ave, Suite 800
Phoenix, AZ 85012

Dear Brandon,

On behalf of all of us at Lake Flato Architects, I would like to thank you for the opportunity to continue working with the City of Chandler to provide Construction Phase Services for the AJ Chandler Park Improvements. This scope advances the previously approved and completed 60% Design Development Documents, as well as the forthcoming 90% and 100% Construction Documents.

Architectural Scope:

Lake Flato's scope of work for Construction Phase Services includes Construction Administration for the architectural scope of work, which will be documented in permitted construction documents, including the East and West Shade Canopies, the North Storage/Bathroom Building, the South Storage Building, the Restroom Building, and Lantern(s).

The current project schedule dates, as outlined by the Prime Consultant, are based on correspondence with the City of Chandler and may be modified with the Client's approval. It is anticipated that the duration of this scope will be fifty-two (52) weeks.

Construction Phase Services and Deliverables

Commencement of Construction Phase Services (52-week duration)
Lake Flato will commence the Construction Phase Services upon receiving the Client's written approval of the construction documents and the Guaranteed Maximum Price (GMP).

311 Third Street
San Antonio, TX
78205 P 210.227.3335
lakeflato.com

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Construction Phase Services and Deliverables:

Services:

- Request for Information (RFI) Reviews: Lake Flato will review RFIs provided by the Contractor about the architectural scope of work as documented in the project's contract documents. Lake Flato will coordinate reviews and responses with pertinent subconsultants.
- Construction Submittal Reviews: Lake Flato will review material submittals and shop drawings for items about the architectural scope of work as documented in the project's contract documents. Lake Flato will clarify or revise contract documents if needed to facilitate the construction process.
- Preparation of Architect's Supplemental Instructions (ASIs): Lake Flato and its subconsultants will prepare ASIs at their discretion to clarify design intent for the contractor.
- Owner, Architect, and Contractor (OAC) Meetings: Lake Flato will virtually attend OAC meetings bi-weekly to review construction progress and coordinate architectural scope with the contractor, owner, and design team.
- Site Meetings and Field Visits: Lake Flato will participate in a total of ten (10) site visits, maximum, to review items related to the architectural scope of work to ensure that the project is implemented per construction documents. These site visits will be coordinated with in-person OAC meeting attendance when possible. They will also be scheduled to correspond with the completion of project milestones and/or the completion of mock-ups.
- Completion Punch-List Walk: Lake Flato will provide a total of one in-person (1) punch-list walk, maximum, upon substantial completion or completion of all items in the architectural scope of work.
- Close-out Document Preparation/Assistance: Lake Flato will assist in project close-out documentation.

Deliverables:

- Responses to contractors' questions related to Lake Flato's scope of work.
- RFI and Submittal responses related to Lake Flato's scope of work.
- ASIs related to Lake Flato's scope of work.
- Addenda related to Lake Flato's scope of work.
- Contributions to mock-up review and field reports for Lake Flato's scope of work for in-person site visits.

Exclusions:

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- Additional virtual or in-person meetings or presentations to the city, neighborhood boards, or planning departments, other than OAC meetings. Additional meetings or presentations may be requested, and Lake Flato will bill at the hourly rates listed in this document, as well as for reimbursable expenses and clerical/ administrative expenses.
- In-person project meetings or site visits, in addition to the ten (10) scheduled site visits and one (1) punch-list visit. Additional in-person meetings or site visits may be requested, and Lake Flato will bill at the hourly rates listed in this document, as well as for reimbursable expenses and clerical/ administrative expenses.

Compensation

We propose that this work be completed on a lump sum basis of $269,600.00 derived from the following hourly breakdowns outlined below. All reimbursable expenses, including travel, printing, and document delivery, are included in the lump sum fee unless otherwise specified.

If the Construction Phase Services schedule extends beyond the anticipated fifty-two (52) week duration by sixty (60) calendar days, Lake Flato will continue to work during this period and will bill hourly at the Hourly Rates listed in this document.

If the project schedule is delayed or contract document changes are requested after the GMP has been established and before final bid acceptance by the owner, Lake Flato will continue working during this period and will bill hourly at the Hourly Rates listed in this document.

2025 Hourly Rates:
Projects are billed monthly based on the percentage of work completed. Hourly rates for deferred and additional services (time and materials) are as follows:

Partner	$380.00/hr.*
Senior Associate	$235.00/hr.*
Associate	$230.00/hr.*

*Lake Flato Hourly Rates are updated yearly and are subject to change. Hourly Rates charged will reflect these updates.

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LAKE FLATO

Agreement:
If you agree to the terms above, please consider this a Letter of Agreement, sign two copies, and return one to Lake Flato Architects.

Thank you again for the opportunity to present this proposal for Construction Phase Services for the AJ Chandler Park Improvements. It's an honor and a pleasure to work with your team to produce an impactful destination for the Chandler community.

Sincerely,



Matt Wallace, AIA, LEED AP BD+C
Partner

Accepted and Agreed:

---------- ----------
Brandon Sobiech, Dig Studio Date

Docusign Envelope ID: AA8CA55D-805A-4571-B163-36A6B289929E

ARDURRA

July 18, 2025

Brandon Sobiech
Dig Studio
3003 N. Central Ave., Suite 800
Phoenix, Arizona 85012
Email: brandon@digstudio.com
Phone: 602.595.4101

SUBJECT: AJ Chandler Park in Chandler, AZ
Change Order #1 – Post Design Services
Scope of Services and Fee Proposal

Dear Mr. Sobiech:

Thank you for allowing Ardurra to provide you with the attached scope of work and fee derivation for Change Order #1 - Post Design Services for the AJ Chandler Park project. This task will include the following services as outlined below:

- Responses to RFIs
- Shop Drawing Reviews
- Preparation of ASIs (as needed)
- Attendance to weekly construction meetings (on-site or virtual)
- Substantial and Final Punch Walks
- As-built Review (assumes contractor will prepare as-builts)
- Close out document preparation/assistance

Ardurra appreciates the opportunity to provide the attached scope of work, which identifies our post design services tasks and contract deliverables on a time and materials (T&M) basis. Ardurra's team is excited to assist City staff and complete additional services in the design of additional infrastructure.

Respectfully,

Ardurra

John Catt, P.E
Practice Director

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SCOPE OF WORK
AJ CHANDLER PARK – CHANGE ORDER 1 POST DESIGN SERVICES

BACKGROUND

The City anticipates the first phase of construction will upgrade the infrastructure in the central areas of the existing Dr. AJ Chandler Park, including wet and dry utilities, structural improvements, grading & drainage improvements, landscape/hardscape improvements and improved ingress/egress. In addition to engineering services, the City of Chandler is requesting post design services during the construction of Phase 1.

The anticipated project scope of work and tasks are outlined as shown below:

1. POST DESIGN SERVICES

Post design services tasks include:

- Responses to RFIs (assumes up to 20 RFIs)
- Shop Drawing Reviews (assumes up to 30 shop drawings)
- Preparation of ASIs (as needed)
- Attendance to weekly construction meetings (on-site or virtual)
- Substantial and Final Punch Walks
- As-built Review (assumes contractor will prepare as-builts)
- Close out document preparation/assistance

EXCLUDED ITEMS

Items listed below are not included in Ardurra's scope of work unless approved by City under a separate contract or change order.

1. Attendance at pre-bid meeting / bid addendum preparation
2. Weekly construction meeting agenda / minutes preparation
3. Quality Control Testing
4. Review of Contractor's monthly CPM schedule updates
5. Review / approval / signing of monthly Contractor payment applications
6. Utility coordination

END SCOPE OF WORK

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ATTACHMENT A

ARDURRA FEE DERIVATION

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ARDURRA

FEE PROPOSAL SUMMARY

PROJECT NAME:	Dr. AJ Chandler Park - CO1 - Post Design
PROJECT NO.:	2024-0235-R0
FEDERAL PROJECT NO.:	no
TRACS NO.:	no

CONTRACT LABOR

CLASSIFICATION	MAN HOURS	BILLING RATES	LABOR FEES
Principal/Sr. Project Director	0	$ 310.00	$ -
Practice Director/Project Director	52	$ 305.00	$ 15,860.00
Project Manager - Sr.	112	$ 255.00	$ 28,560.00
Project Manager - Sr./Project Engineer - Sr.	0	$ 230.00	$ -
Project Engineer - Sr.	0	$ 180.00	$ -
Project Engineer	199	$ 165.00	$ 32,835.00
EIT II	0	$ 145.00	$ -
Survey Project Manager/Registered Land Surve	0	$ 190.00	$ -
Survey Project Manager (Non RLS)	0	$ 165.00	$ -
Project Surveyor (LSIT)	0	$ 145.00	$ -
2-Person Survey Crew	0	$ 190.00	$ -
Project Coordinator	4	$ 105.00	$ 420.00
		TOTAL DIRECT LABOR	$ 77,675.00
		SUBTOTAL CONTRACT LABOR	**$ 77,675.00**

Subtotal Contract Labor	$ 77,675.00
Subtotal Direct and Outside Expenses	$ -
Subtotal Subconsultants	$ -
Total Contract Fee	$ 77,675.00
Subtotal Allowances	$ -
Total Contract Fee & Allowances	**$ 77,675.00**

DIRECT AND OUTSIDE EXPENSES

	DESCRIPTION	UNIT	UNIT RATE	QUANTITY	TOTAL
1	Personal Vehicle Mileage	Miles	$ 0.700		$ -
2					$ -
3					$ -
4					$ -
5					$ -
	REPRODUCTIONS - AT COST (Estimates Only)				
	Printing (8-1/2" x 11")	Each	$ 0.10		$ -
	Printing (11" x 17")	Each	$ 0.15		$ -
	Bond Large Format	Each	$ 1.50		$ -
	Mylar Large Format	Each	$ 12.50		$ -
	Exhibits	Each	$ 250.00		$ -
	Deliveries/Postage	Each	$ 50.00		$ -
			SUBTOTAL DIRECT AND OUTSIDE EXPENSES		**$ -**

SUBCONSULTANTS FEE

	SUBCONSULTANT	TASK	FEE
1			$ -
2			$ -
3			$ -
4			$ -
5			$ -
6			$ -
7			$ -
8			$ -
9			$ -
10			$ -
		SUBTOTAL SUBCONSULTANTS FEE	**$ -**

ALLOWANCES

	CONSULTANT/EXPENSES	TASK	FEE
1			$ -
2			$ -
3			$ -
4			$ -
5			$ -
		SUBTOTAL ALLOWANCES	**$ -**

CONTRACT TERMS

PAYMENT METHOD		LUMP SUM	2025 Standard Rates	
	X	TIME AND MATERIALS	(ARDURRA RATE TABLE NAME)	
CONTRACT DURATION	365	(CALENDAR DAYS)	Start Date:	End Date:
PROCUREMENT METHOD		SOLICITATION / DIRECT SELECT		
		ON-CALL TASK ORDER		
			(ON-CALL CONTRACT NO.)	

DERIVATION OF FEE PROPOSAL SUMMARY

Task	Description	# of Sheets	Principal/Sr. Project Director	Practice Director/Project Director	Project Manager - Sr.	Project Manager - Sr./Project Engineer - Sr.	Project Engineer - Sr.	Project Engineer	EIT II	Survey Project Manager/Registered Land Surveyor - Sr.	Survey Project Manager (Non RLS)	Project Surveyor (LSIT)	2-Person Survey Crew	Project Coordinator	Total Hours By Task	Total Fee By Task
	Hourly Rate		$ 310.00	$ 305.00	$ 255.00	$ 230.00	$ 180.00	$ 165.00	$ 145.00	$ 190.00	$ 165.00	$ 145.00	$ 190.00	$ 105.00		
1	**Title**			John	Greg			Zach								
1.1	Response to RFIs			10	25			50						1	86	$17,780.00
1.2	Shop Drawing Reviews			10	25			50						1	86	$17,780.00
1.3	Preperation of ASIs			5	15			30						1	51	$10,405.00
1.4	Attendance to weekly construction meetings			10	25			25						1	61	$13,655.00
1.5	Substantial and Final Punch Walks			12	12			24							48	$10,680.00
1.6	As-Built Review			5	10			20							35	$7,375.00
	SUBTOTAL Title		**0**	**52**	**112**	**0**	**0**	**199**	**0**	**0**	**0**	**0**	**0**	**4**	**367**	**$77,675.00**
	Total Hours		**0**	**52**	**112**	**0**	**0**	**199**	**0**	**0**	**0**	**0**	**0**	**4**	**367**	
	Total Dollars		**$ -**	**$ 15,860.00**	**$ 28,560.00**	**$ -**	**$ -**	**$ 32,835.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 420.00**		**$ 77,675.00**

PHOENIX: 1001 N. Central, Suite 900, Phoenix, AZ 85004 | P: 602-263-1177
MESA: 63 E. Main Street, Suite 502, Mesa, AZ 85201 | P: 480-539-7497
www.ardurra.com

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October 23, 2025

Mr. Brandon Sobiech, PLA, ASLA
DigStudio
3003 North Central Avenue, Suite 800
Phoenix, AZ 85012

Re: Revised Fee Proposal
AJ Chandler Park – Post Design Servies, Chandler, Arizona

Dear Brandon:

We are pleased to present to you this proposal for post- design services for the project currently under design.

1. The scope for the post-design services includes:
    a. Respond to construction team requests for information (RFI), in a timely manner.
    b. Review submittals and shop drawings that are of a structural nature, in a timely manner.
    c. Review scope change documentation and change orders.
    d. Attendance at online meetings as required.
    e. Two site construction related meetings
    f. An allowance and estimate of the code specified Special Structural Inspections.
    g. An additional fee line item fee for the new Tumbleweed Tree.

For the scope as defined above of this proposal, we propose the following fee:

A fixed fee of $8,300 (Eight Thousand Three Hundred Dollars).

An additional fee of $2,000 (Two Thousand Dollars) for the Tumbleweed Tree design and documentation.

For Special Structural Inspections, I assume that there will be a maximum of 25 inspections at a cost of $400 per trip, for a total of $10,000 (Ten Thousand Dollars). Note that is an estimate and that the actual number of trips is

7047 East Greenway Parkway, Suite 250
Scottsdale – Arizona 85254
480-398-7729
www.bdadesign.com

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determined by the construction schedule and pace, re-inspections of work not conforming and other items that are not within our control.

It is typically the policy that invoices are paid within 15 days of corresponding payment from the owner. A fee of 1.5% per month will be applied to late payments that go uncollected for more than 90 days, calculated from the invoice date.

Limitation of liability: In recognition of the relative risks and benefits of the Project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's total fee for service rendered on this Project.. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

We have established our reputation for being a different kind of structural design firm - one that is creative, design based, cost-conscious and responsive.

Yours truly,



J. Greg Brickey, SE
Principal
GB/mh

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CLANTON & ASSOCIATES

LIGHTING DESIGN AND ENGINEERING

October 8, 2025

Brandon Sobiech
Dig Studio
3003 North Central Ave Suite 800
Phoenix, AZ 85012
602-595-4101 | brandon@digstudio.com

Re: AJ Chandler Park
Lighting and Electrical Construction Observation Proposal
Clanton Project #23073

Clanton and Associates proposes to undertake Post Design Services related to lighting and electrical for the AJ Chandler Park project in Chandler, AZ.

The total estimated fees will be based on the following breakdown by phase:

Post Design Services	$ 38,300
Total Labor	**$ 38,300**
Expenses	$ 1,800
Total Fee (Labor and Expenses)	**$ 40,100**

Fees are billed hourly not to exceed the contract amount without prior approval. Invoicing will occur monthly based on hours worked.

Services shall include the following:

Post Design Services

- Up to four team meetings via web conference
- Additional electrical to Tumbleweed Tree Pole
- Review lighting equipment submittals (up to two reviews included)
- Review electrical equipment submittals (up to two reviews included)
- Respond to RFIs, up to 12 hours or 6 RFIs
- Up to one final site visit (2 people, 2 days)
  - Punch list items
  - Controls commissioning assistance to manufacturer start-up
- Punch List

Project Management

- Monthly invoices with progress reports
- Miscellaneous coordination

This scope of work is based upon normal project progress and within the time schedule agreed upon, without major redesign or change order work. Additional fees will be required if project timing is extended or project is put on hold and restarted at later date. If the project timing exceeds one year, additional services rates may increase.

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The scope is based on an email request for proposal from Dig to Clanton & Associates on 7/17/2025, and updated for additional electrical for Tumbleweed Tree Pole

Not included in this scope of work but is available for extra services:
- Additional site visits or meetings
- Additional submittal or RFI reviews
- Site Development Plan Submittals
- Coordination during bid phase
- Client presentations
- Mock-ups

Specific exclusions from this scope are as follows:
- Structural engineering
- Equipment procurement
- Commissioning

Client will supply Clanton and Associates with review materials and backgrounds in AutoCAD or Micro Station format. Reimbursable expenses shall include printing costs, overnight delivery and travel expenses associated with the project and shall be charged in addition to the compensation for professional services. Payment for services is expected within 30 days of invoice unless other arrangements are made in writing.

Additional services shall be charged per the rates in the attached Clanton & Associates Rates Table.

Work shall commence upon receipt of a signed copy of this agreement. This agreement is valid for 60 days.



CLANTON & ASSOCIATES	10/8/2025 DATE
DIG STUDIO	DATE

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ADDITIONAL SERVICE AUTHORIZATION ASA # 03

TO Elyse Cocco
FROM Brandon Sobiech
DATE 8/5/25
PROJECT Dr. A.J. Chandler Park Improvements
PROJECT NO 2450002762

DESCRIPTION OF ADDITIONAL SERVICE
Henderson Engineers, Inc. (Henderson) is not obligated to perform the stated additional services until it receives the Client's signed authorization.

This add service is for Post Design services the Dr. A.J. Chandler Park Improvements project.

In the Agreement for Professional Services document dated July 2, 2024 this line item is titled "Construction Administration" with a $2,000 fee. This ASA is to encompass that part of Henderson's services, with the addition of a final punch site observation and report for mechanical and plumbing.

COMPENSATION FOR ADDITIONAL SERVICE
Construction Administration: $2,800
Final Punch: $1,540

$	4,340	**TOTAL FEE FOR ADDITIONAL SERVICE**

Submitted by:

	Elyse Cocco, Practice Manager	8/5/2025
Henderson Engineers, Inc.	Printed Name & Title	Date

By signing below, or by approving in an email, Client authorizes the additional services set forth herein and agrees to pay Henderson the additional fee set forth. The obligations under this Authorization shall be subject to the terms and conditions of any executed agreement between the parties for this Project.

Authorized by:

Client's Representative	Printed Name & Title	Date

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Brandon Sobiech, PLA, ASLA
Dig Studio
3003 North Central Ave., Suite 800
Phoenix, AZ 85012

August 1, 2025
24.07.03 REV3

Re: **AJ Chandler Park**
Traffic Engineering Post Design
Scope and Fee

Lōkahi, LLC (Lōkahi) is very excited to submit this scope and fees for post design work with Dig Studio on the AJ Chandler Park project for the City of Chandler (COC), located on both sides of Arizona Avenue between Boston Street and Buffalo Street, in the City of Chandler, Arizona. The scope of service and fees is based upon our understanding of the project from our conversations with you. Lōkahi will serve as a sub-consultant for the project to Dig Studio providing traffic engineering post design services.

Project Understanding

Lōkahi will provide professional traffic engineering services to Dig Studio to complete post design services for the AJ Chandler Park.

Summary of Fees for AJ Chandler Park:

Traffic Engineering Post Design Services	**$3,540.00**

Please feel free to contact me with any questions that you may have regarding this proposal. We look forward to working with you.

Sincerely,



Jamie Ann K. Blakeman, PE, PTOE
Principal
Lōkahi, LLC

Accepted Dig Studio:

_____ _____
Brandon Sobiech, PLA, ASLA Date

10555 N. 114th Street, Suite 105
Scottsdale, AZ 85259
480.536.7150
www.lokahigroup.com

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Scope of Services

AJ Chandler Park

August 1, 2025

Project Understanding

Lōkahi will provide professional Traffic Engineering Post Design to Dig Studio complete a mid-block crossing analysis and construction documents per alternative #1.

Scope of Services

Lōkahi understands tasks include:

Traffic Engineering Post Design

Task 3 – Post Design Services for HAWK Signal

Task 3.1 – Submittal Document Review, Shop Drawing Review

Lokahi shall provide submittal document review and shop drawing review services for HAWK design to Dig Studio during the post design task.

Deliverables include shop drawing package review with stamp indicating approval or requirement for resubmittal.

Task 3.1 – Coordination and Meetings

- Two (2) Team meetings with team and/or contractors are anticipated for reviews

Lōkahi shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors, since these are solely the Contractor's responsibility.

Lōkahi staff will attend any additional meetings if requested. Time will be billed at the hourly rates.

If this general understanding is not correct or if additional time is needed beyond this Scope of Work, such services can be provided on an additional time and materials basis using the rates outlined below:

Project Manager	$320.00/hour
Project Engineer Sr.	$260.00/hour
Traffic Engineer	$210.00/hour
Traffic Designer	$185.00/hour

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Dig Studio

AJ Chandler Park

24.07.03 REV 3

Derivation of Cost Proposal: Traffic Engineering and Landscape Services

Estimated Direct Labor & Rates

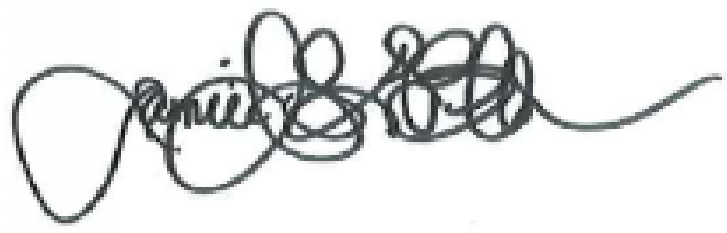
Classification	Man Hours	Total
Project Manager	0	$0.00
Project Engineer Sr.	6	$1,440.00
Traffic Engineer	10	$2,100.00
Traffic Designer	0	$0.00
Total	**16**	**$3,540.00**

Subconsultants

All Traffic Data	*Pedestrian and Bicycle data*	$0.00

Total Direct & Subconsultant Costs $3,540.00

Lokahi, LLC



Jamie Ann K. Blakeman, Principal

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Dig Studio

AJ Chandler Park

REV3

	Task	Project Manager	Project Engineer Sr.	Traffic Engineer	Traffic Designer	Total
Traffic Engineering and Landscape Services						
3.0	**Post Design Services**					
3.1	Submittal Reviews, Shop Drawing Review		4	8		**12**
3.2	Coordination, Meetings with Contractor		2	2		**4**
Total Project:			**6**	**10**		**16**

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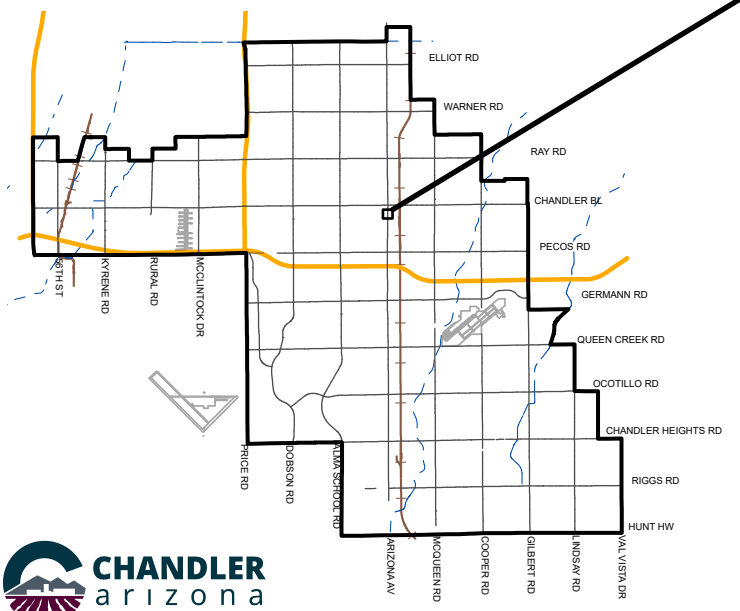
EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A





DR. A.J. CHANDLER PARK RENOVATION PHASE 1 POST-DESIGN SERVICES PROJECT NO. CA2402.271

MEMO NO. CP26-050

PROJECT AREA

CHANDLER arizona

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-009\CP25-009\CP25-009.aprx 10/31/2025 CameronK

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CP26-052

Date: December 08, 2025
To: Mayor and Council
Thru: John Pombier, City Manager
Leah Powell, Deputy City Manager
Kim Moyers, Cultural Development Director
Daniel Haskins, Capital Projects Division Manager
From: Rachel Marx, Engineer
Subject: Amendment 1 to Professional Services Agreement No. CA2402.451, with Dibble CM LLC, for the Dr. A.J. Chandler Park Renovation Phase 1 Construction Management Services

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Proposed Motion:

Move City Council award Amendment 1 to Professional Services Agreement No. CA2402.451 to Dibble CM LLC for the Dr. A.J. Chandler Park Renovation Phase 1 Construction Management Services, in an amount not to exceed $620,410.00

Background/Discussion:

Dr. A.J. Chandler Park, centrally located in Downtown Chandler, serves as a hub for residents to enjoy the City's signature events and festivals, including the Tumbleweed Tree Lighting and a weekly farmer's market. Last renovated in 1986, the park has experienced increased usage alongside Downtown Chandler's significant growth in multi-family, office, and retail development. With over 100 events hosted annually, a new Master Plan was completed in 2017 to address infrastructure needs and enhance event space. The plan included improvements such as a safer Arizona Avenue crosswalk, infrastructure upgrades (drinking fountains, restrooms, landscape/irrigation), electrical and power enhancements, and ADA accessibility improvements.

In 2024, an update to the Master Plan ensured alignment with current needs and priorities. This update reaffirmed previous concerns while introducing a phased approach to improvements. Phase 1 includes removing outdated water features, increasing shaded areas, updating landscape and irrigation, activating the park's

east side, adding comfortable seating and gathering spaces, constructing new restrooms, expanding event and programming space, and improving the Arizona Avenue crossing – all while maintaining existing parking.

The City Council approved the Phase 1 design agreement on August 25, 2024, selecting Dig Studio, Inc through an RFQ and interview process. A Construction Manager at Risk (CMAR) was advertised in October 2024, followed by interviews in January 2025, resulting in the selection of Willmeng Construction. Construction Management services were advertised through the RFQ process in March 2025, awarded to Dibble CM LLC in May of 2025.

The construction management scope of work consists of attendance of preconstruction and construction meetings, monitoring and documentation of construction progress and schedule, response to non-critical Requests for Information (RFIs) and shop drawings, utility coordination, document control, coordination of quality assurance testing, preparation of construction allowance and contingency use requests, construction inspections, measurement of pay quantities, pre-final walkthrough and punch list review, and review of all redlines and as-built record drawings. The agreement completion time is 370 calendar days following Notice to Proceed.

A related Construction Agreement with Willmeng Construction Inc., and a Post-design Services Agreement with Dig Studio, Inc. is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends approval of Amendment 1 to the agreement with Dibble CM LLC based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4320.6611.0.6CA650.0	Park Bonds	Dr. A.J. Chandler Park	$620,410.00	Y

Attachments

Agreement
Location Map

Docusign Envelope ID: B61AD334-F39C-4898-AB33-265C96A2E140

AMENDMENT NO. 1 TO
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

DR. A.J. CHANDLER PARK RENOVATION PHASE 1
PROJECT NO. CA2402.451

Council Date: December 11, 2025

THIS AMENDMENT NO. 1 ("Amendment No. 1**"**) to the professional services agreement dated June 17, 2025, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and Dibble CM, LLC, a Delaware 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 construction management services ("Services") for the Dr. A.J. Chandler Park Renovation Phase 1 project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 1 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 1, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT'S SERVICES

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

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by 370 calendar days for a revised total of 640 calendar days.

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SECTION III – PAYMENT OF COMPENSATION AND FEES

The consultant fees are increased by $620,140 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 $679,980.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this Amendment No. 1, 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 1, the instrument in the following order prevails and controls: (1) this Amendment 1; (2) any previous amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

Docusign Envelope ID: B61AD334-F39C-4898-AB33-265C96A2E140

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 1.

"CITY"
CITY OF CHANDLER

Mayor

RECOMMENDED BY:

Daniel Haskins November 18, 2025

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
DIBBLE CM, LLC

KC Brandon November 18, 2025

Signature Date

KC Brandon

Print Name

president

Title

kcbrandon@dibblecm.com

Signer Email Address

Docusign Envelope ID: B61AD334-F39C-4898-AB33-265C96A2E140

AMENDMENT NO. 1 (cont.)
PROJECT: DR. A.J. CHANDLER PARK RENOVATION PHASE 1
PROJECT NO.: CA2402.451

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

Amendment authorized by Owner name: **Kim Moyers / Lauren Koll / Mickey Ohland** **Date:** **11/3/2025**		
Consultant Contact Name: **KC Brandon** **email:** **kcbrandon@dibblecom.com**		
Original Agreement amount:		**$59,840**
Previous Amendment(s) total:		**$0**
Last Agreement amount approved by Council:		**N/A**
This Amendment:		**$620,140**
This Amendment + previous Amendment(s) **not** approved by Council total:		**$620,140**
Revised Agreement total:		**$679,980**
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		
Notice to Proceed (NTP) date for Original Agreement:	**6/17/2025**	
Agreement time prior to this Amendment (including previous amendments):	**270 Calendar Days**	
Net change resulting from this Amendment:	**370 Calendar Days**	
Revised Agreement time (including this Amendment):	**640 Calendar Days**	
Council Approval (if applicable)		
Council Approval Date: **12/11/2025**		

cc: Project Manager, Consultant, Owner, File

Docusign Envelope ID: B61AD334-F39C-4898-AB33-265C96A2E140

EXHIBIT A
SCOPE OF WORK

Docusign Envelope ID: B61AD334-F39C-4898-AB33-265C96A2E140

DIBBLECM

October 30, 2025

City of Chandler

Attn: Mr. Scott Riter
Construction Project Manager
Public Works and Utilities Department

Re: Project No. CA2402.451 Amendment 1
Dr. AJ Chandler Park
Construction Management and Inspection Services Proposal

Dear Mr. Riter,

Dibble CM is pleased to submit our construction management and inspection services proposal (Amendment 1) for this project. This proposal is based on the overall project duration provided by the CMAR contractor. This Amendment 1 agreement adds an additional 370 Calendar Days. Following is a summary of the services we will provide:

Construction Administration Activities

- Monitor job progress and document quantities of work completed.
- Review the contractor's pay requests and make recommendations to the city.
- Monitor the Contractor's progress in relation to the approved project schedule. Notify the Contractor and City of any deviations from the approved schedule which may cause a delay to the scheduled completion date. Request schedule recovery plans and revised schedules when needed, to show progress in conformance with contract requirements. Review and provide comments to schedule updates submitted by the Contractor.
- Evaluate Contractor requests for extra cost work, or construction contract time extensions and make recommendations to the City regarding approval or rejection. Prepare Contract Contingency and Allowance approval documents for processing and final summary based on approved requests.
- Conduct progress meetings to review the current schedule and work progress and to facilitate resolution of construction issues. Prepare minutes of the meetings and distribute to the attendees and project stakeholders.
- Maintain files and documentation of all information related to the project including correspondence, submittals, RFIs, inspection reports, test reports, pay applications, progress schedules, meeting minutes, field directives, and job photos.
- Review, provide comments and coordinate with City and Engineer for submittal and RFI responses.
- Provide responses for non-critical Submittals and RFIs.
- Utilize Project Site software for document control including all RFIs, Submittals, Daily Reports, etc.
- Assist with utility coordination.
- Provide public outreach by utilizing MakPro as a subcontractor.

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DIBBLECM

Construction Inspection Activities

- Provide construction inspection and observe contractor's work.
- Measure and document pay quantities.
- Monitor Contractor's Quality Control field testing, review materials test reports, and notify the Contractor of deficiencies in the work as indicated in the tests and reports.
- Coordinate QA testing of the Contractor's work as required with the City's Quality Assurance material testing firm.
- Observe and document unforeseen conditions, changed conditions, and extra work activities performed by the contractor.
- Review contractor's red-line as-built drawings on a weekly basis.

Project Close-Out Activities

- Schedule and conduct a pre-final walk-through with the Contractor and Engineer and prepare a punch list for the Contractor's use prior to the final project walk-through.
- Conduct a final project walk-through with the Contractor, Engineer, and Owner when appropriate.
- Review Contractor request for final payment, verify final quantities, and make recommendation to the Owner for final payment.
- Review Contractor red line drawings and coordinate with Engineer for as-built drawings.

Dibble CM appreciates this opportunity. Please let me know if you have any questions or comments regarding this proposal.

Respectfully,

Marc Stern

Marc Stern
Construction Manager
Dibble CM

Docusign Envelope ID: B61AD334-F39C-4898-AB33-265C96A2E140

DIBBLECM

EXHIBIT "A" Amendment 1

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
CA2402.451
Dr. AJ Chandler Park

PROJECT TASKS

3. CONSTRUCTION MANAGEMENT

A. Task 3.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes (52) fifty two weekly meetings will be held.

B. Task 3.2 CPM Schedule

i. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes (12) twelve reviews of updated CPM schedule.

C. Task 3.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a (40) forty RFI responses.

D. Task 3.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes (80) eighty reviews.

E. Task 3.5 Requests for Proposal (RFP)

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

F. Task 3.6 Field Directives (FD's)

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

G. Task 3.7 Contractor Payment Applications

i. i.Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes (12) twelve payment applications, with (2) two reviews each.

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DIBBLECM

H. Task 3.8 Field Coordination

i. Consultant to assist in coordinating utility connections.

ii. Maintain communication and act as a liaison with contractor, public outreach firm, and city.

4. CONSTRUCTION INSPECTION

a. Task 4.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes 1 inspector full time 40 hrs. per week for (12) twelve months. Consultant assumes 300 hrs. of overtime for project duration.

b. Task 4.2 Project Closeout

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

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

iii. Consultant must provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.

iv. Consultant must participate in a meeting with City staff and Designer to review request for information log to discuss lessons learned during the course of construction.

5. MATERIALS TESTING

a. Task 5.1 Quality Assurance (QA) Test Program

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

6. RECORD DRAWINGS

a. Task 6.1 Record Drawings

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

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DIBBLECM

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

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

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EXHIBIT B
FEE SCHEDULE

Docusign Envelope ID: B61AD334-F39C-4898-AB33-265C96A2E140

DIBBLECM

EXHIBIT "B" Amendment 1
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

CA2402.451
DR. AJ CHANDLER PARK
(NOT TO EXCEED FEE)

Task	Description	Cost
3	**CONSTRUCTION MANAGEMENT**	
3.1	Weekly Construction Meetings	$ 56,160.00
3.2	CPM Schedule	$ 4,320.00
3.3	Requests for Information (RFI's)	$ 35,800.00
3.4	Shop Drawing Submittals	$ 44,750.00
3.5	Requests for Proposal (RFP)	$ 5,400.00
3.6	Field Directives (FD's)	$ 5,400.00
3.7	Contractor Payment Applications	$ 12,840.00
3.8	Utility Coordination	$ 7,200.00
	SUBTOTAL TASK 2:	**$ 171,870.00**
4	**CONSTRUCTION INSPECTION**	
4.1	Inspection Services	$ 394,680.00
4.2	Project Closeout	$ 25,200.00
	SUBTOTAL TASK 3:	**$ 419,880.00**
5	**MATERIALS TESTING**	
5.1	QA Test Program (If needed this will be billed to the Owners allowance)	$ -
	SUBTOTAL TASK 4:	**$ -**
6	**RECORD DRAWINGS**	
6.1	Record Drawings	$ 9,690.00
	SUBTOTAL TASK 5:	**$ 9,690.00**
SUBCONSULTANTS		
MakPro		$ 18,700.00
		$ -
		$ -
		$ -
	SUBTOTAL SUBCONSULTANTS:	**$ 18,700.00**

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ALLOWANCES	
Direct Expense Allowance	$ -
Owner's Allowance	$ -
SUBTOTAL ALLOWANCES:	**$ -**
PROJECT TOTAL:	**$ 620,140.00**

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EXHIBIT "B.1"
Staff Hours and Fee Proposal

DIBBLECM

Dr. AJ Chandler Park Exhibit B.1

Dibble CM Staff Hours and Fee By Task										
	Billing Rate	$ -	$ 185.00	$ 175.00	$ 156.00	$ 234.00	$ -	$ -		
	Task	**Resident Engineer**	**Senior Construction Manager**	**Project Engineer**	**Senior Construction Inspector**	**Senior Inspector Overtime**			**Total Task Hours**	**Total Task Fee**
	Construction Management									
	Attend all weekly meetings, site meetings, stakeholder meetings.		156	156					312	$ 56,160.00
	CPM schedule reviews		12	12					24	$ 4,320.00
	CMAR pay app review		24	48					72	$ 12,840.00
	Request for Information reviews		80	120					200	$ 35,800.00
	Shop drawings/submittals reviews		100	150					250	$ 44,750.00
	RFPs and FDs		30	30					60	$ 10,800.00
	Utility coordination		20	20					40	$ 7,200.00
	Inspections									
	Full time 40 hours per week x 52 weeks				2080				2,080	$ 324,480.00
	Overtime					300				$ 70,200.00
										$ -
	Close Out									
	Pre-Final Inspection and Punch List		20	20					40	$ 7,200.00
	Final Inspection		10	10					20	$ 3,600.00
	Record drawings/review contractor final redline drawings		24	30					54	$ 9,690.00
	Closeout Documents		40	40					80	$ 14,400.00
	Sub-Contractors									
	MakPro									$ 18,700.00
										$ -
										$ -
										$ -
										$ -
	Total Hours		**516**	**636**	**2080**	**300**			**3,232**	
	Total Fee	**$ -**	**$ 95,460.00**	**$ 111,300.00**	**$ 324,480.00**	**$ 70,200.00**	**$ -**	**$ -**		**$ 620,140.00**

Fee Summary	
Resident Engineer	$ -
Senior Construction Manager - Marc Stern	$ 95,460.00
Project Engineer - Julia Cruz	$ 111,300.00
Senior Inspector - Jason Woodbury	$ 394,680.00
Sub-Contractors - MakPro	$ 18,700.00
Owner Allowance	$ -
Total	**$ 620,140.00**

- This is a time and materials proposal based on the current scope of work and schedule.
- Prices are all-inclusive. There are no additional charges for mileage or other incidental expenses.
- Proposal is for 12 months of construction management and inspection services with a proposed NTP in January, 2026 for construction start.

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EXHIBIT "C"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

Docusign Envelope ID: B61AD334-F39C-4898-AB33-265C96A2E140

MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

October 29, 2025

Mr. Marc Stern
Dibble Engineering
3020 E. Camelback Rd., Suite 201
Phoenix, AZ 85016

Dear Marc:

MakPro Services, LLC (MakPro) is pleased to provide the following scope and cost estimate for public outreach services during construction for the City of Chandler's Dr. AJ Chandler Park Improvements (CA2402.451). Construction is scheduled to begin in early 2026 and be complete in December 2026, approximately one year. Public outreach is an important element in projects such as this, that take place in Chandler's downtown and require close communication with downtown businesses. MakPro has a long history of working in Chandler's downtown, and many times, this small link is all that is needed to help a project run more smoothly.

There are a variety of public outreach tools which can be used to establish appropriate communication with the effected stakeholders of a project. The services included in this scope and fee are based on my experience with the City of Chandler and Downtown Chandler on previous projects. This estimate is based on an estimated 1-year construction schedule. In addition, the public outreach services have been categorized into tasks; however, adjusting one task may require adjustment of other tasks as there are economies of scale and efficiencies embedded in the cost estimate.

Please take a moment to review this scope and cost estimate and if I've missed or misunderstood any of the project characteristics, or if you'd like to customize this proposal in some other way, please let me know.

Task 1: Pre-Construction and Project Progress Meetings, and Team Communication
MakPro will prepare for and attend the pre-construction meeting and weekly progress meetings during construction (1 year ~ 52 meetings), as well as participate in ongoing team communications throughout the project.

Task 2: Construction Notice & Stakeholder Communications
Prior to start of construction, MakPro shall develop, print, coordinate and mail one printed pre-construction notice to project area stakeholders, and property owners directly adjacent to the work area. In addition, MakPro will coordinate with businesses more directly impacted by the work, and attend, as needed, DCCP Merchant Meetings to provide information on the project.

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Task 3: Project Communications

- *Project Webpage:* MakPro shall maintain a project webpage on ChandlerAz.gov for the project, which is capable of multilingual information, and will include information related to the project construction schedule and how to contact the project team. The site will be updated with any new information on a regular basis.
- *Project E-Updates:* MakPro shall prepare regular email updates, approximately every 2-3 weeks or to convey significant project milestones, with upcoming construction schedule information, which will be shared with the DCCP, and we'll also maintain a distribution list of those interested in the project.
- *Hotline:* MakPro shall maintain a 24-hour bilingual project hotline to respond to inquiries or complaints, maintain a call log and coordinate with the project team to respond to calls.

Provided below are the estimated hours for each task, as well as printing and postage costs:

Activity	Principal Hrs ($120/hr)	Associate Hrs ($100/hr)	Total
Public Outreach Services			
Task 1: Pre-construction & Progress Meetings	40	12	$6,000
Task 2: Construction Notice & Stakeholder Communications	25	15	$4,500
Task 3: Project Communications (Hotline: 13 mos @ $300/mo)	20	10	$3,400 $3,900
Sub Total	**85**	**37**	**$17,800**
Printing/Distribution Cost (1 mailing at approx. 300 pieces each)			**$900**
Grand Total			**$18,700**

The total cost for public outreach services as identified above **based on a 1-year project schedule should not exceed $18,700.00.** This cost estimate assumes a labor rate of $120/hour for principal and $100/hour for associate hours. The project hotline is billed at $300/mo for availability 24/7, and scheduled progress meetings are assumed to be virtual, and have a one-hour minimum. Also, this estimate incorporates efficiencies from one task/activity to another, so removal of an activity may require an adjustment of hours in other activities.

This proposal assumes any displays, exhibits, engineering designs or details, required for public meetings or information will be provided by the owner, construction manager, or contractor. MakPro is not responsible for documenting existing property conditions, project signage, traffic signage, or distribution of direct door hanger notifications which may be required to accommodate the contractor's work (e.g., water service disruptions). Changes of substance to this proposal during the project may affect the final cost.

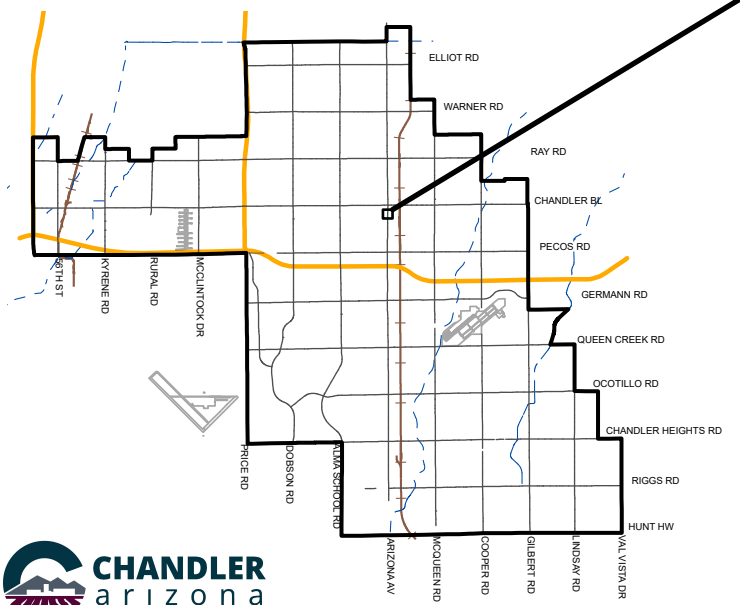
Thank you for the opportunity to work with you and the City of Chandler on this project. Should you have questions or need additional information related to this proposal, please feel free to contact me at (480) 890-1927.

Sincerely,



Teresa Makinen





DR. A.J. CHANDLER PARK RENOVATION PHASE 1 CONSTRUCTION MANAGEMENT SERVICES

PROJECT NO. CA2402.451

MEMO NO. CP26-052

PROJECT AREA

CHANDLER arizona

NTS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CP26-053

Date: December 08, 2025
To: Mayor and Council
Thru: John Pombier, City Manager
Leah Powell, Deputy City Manager
Kim Moyers, Cultural Development Director
Daniel Haskins, Capital Projects Division Manager
From: Rachel Marx, Engineer
Subject: Construction Manager at Risk Construction Services Agreement to Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1

Proposed Motion:

Move City Council award CMAR Construction Services Agreement No. CA2402.401 to Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1, in an amount not to exceed $17,980,956.36.

Background/Discussion:

Dr. A.J. Chandler Park, centrally located in Downtown Chandler, serves as a hub for residents to enjoy the City's signature events and festivals, including the Tumbleweed Tree Lighting and a weekly farmer's market. Last renovated in 1986, the park has experienced increased usage alongside Downtown Chandler's significant growth in multi-family, office, and retail development. With over 100 events hosted annually, a new Master Plan was completed in 2017 to address infrastructure needs and enhance event space. The plan included improvements such as a safer Arizona Avenue crosswalk, infrastructure upgrades (drinking fountains, restrooms, landscape/irrigation), electrical and power enhancements, and ADA accessibility improvements.

In 2024, the Master Plan was updated to better align with current needs and priorities, addressing previous infrastructure concerns and introducing a phased approach to the improvements. Phase 1 includes removing outdated water features, increasing shaded areas, updating the landscape and irrigation, activating the park's east side, adding comfortable seating and gathering spaces,

constructing new restrooms, expanding event and programming space, and improving the Arizona Avenue crossing.

Chandler City Council approved the Phase 1 Design Agreement on August 25, 2024, selecting Dig Studio, Inc. through an RFQ and interview process. The CMAR was advertised in October 2024, followed by interviews in January 2025, resulting in the selection of Willmeng Construction.

The project scope of work consists of the demolition of existing pavements, water features and structures, and construction of new decorative hardscape plazas, relocated and new public art, shade tree infrastructure including below-ground soil improvements, event lawns, seasonal plazas with social activities, seating and site furniture, park lighting, power infrastructure, two large shade canopies, storage rooms, two new restroom buildings, two park pavilions and a new HAWK signal at the existing Arizona Avenue pedestrian crossing. Throughout the planning process, staff worked collaboratively with the Downtown Chandler Community Partnership (DCCP) and with property and business owners to shape the design, determine the timing, and manage the anticipated construction impacts of the improvements. Teresa Makinen, MakPro Services, will assist with public outreach and project support.

The Agreement completion time is 455 calendar days (15 months) following Notice to Proceed.

A related Post-design Services Agreement with Dig Studio, Inc., and a related Construction Management Agreement with Dibble CM LLC is also scheduled for this City Council meeting.

Evaluation:

The selection process was followed in accordance with city policy and procedure and state law. Staff recommends agreement award to Willmeng Construction, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach. Staff reviewed the Guaranteed Maximum Price proposal and determined it to be reasonable.

Financial Implications:

Construction is park bond-funded.

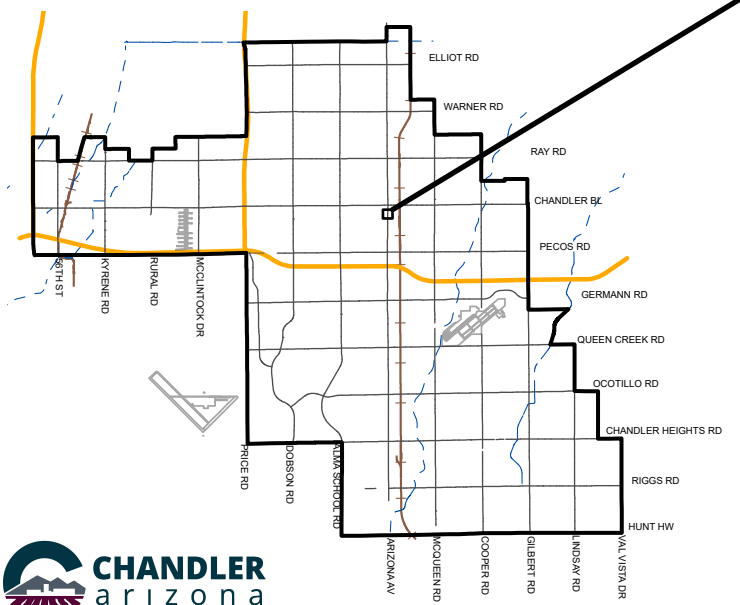
Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4320.6611.0.6CA650.0	Park Bonds	Dr. A.J. Chandler Park	$17,980,956.36	Y

Attachments

Location Map
Agreement
CA2402.401 Renderings





DR. A.J. CHANDLER PARK RENOVATION PHASE 1 CMAR GMP PROJECT NO. CA2402.401

MEMO NO. CP26-053

PROJECT AREA

CHANDLER arizona

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NTS

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CITY OF CHANDLER, ARIZONA

DR. A.J. CHANDLER PARK RENOVATION PHASE 1
CITY PROJECT NO.: CA2402.401

CONSTRUCTION SERVICES AGREEMENT

(CONSTRUCTION MANAGER AT RISK)

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

CITY OF CHANDLER, ARIZONA

DR. A.J. CHANDLER PARK RENOVATION PHASE 1
CITY PROJECT NO.: CA2402.401

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CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: CA2402.401

This Agreement (the "AGREEMENT") is made and entered into on the _____day of _____, 2025, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and Willmeng Construction, Inc. the "Construction Manager at Risk" or "CM@Risk" designated below (City and CM@Risk may individually be referred to as "Party" and collectively referred to as "Parties").

City and CM@Risk agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **CIP City Engineer: Daniel Haskins, P.E.**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov

CITY: **Construction Project Manager: Scott Riter**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3328 Email: Scott.Riter@chandleraz.gov

CM@RISK:

Legal Company Name:	Willmeng Construction, Inc.
Mailing Address:	1702 East Highland Avenue, Suite 450 Phoenix, AZ 85016
Physical Address:	1702 East Highland Avenue, Suite 450 Phoenix, AZ 85016
Arizona Roc No.:	082904
Federal Tax Id No.:	86-0410806
State Where Organized:	Arizona
Business Organization:	Corporation
Statutory Agent Name:	Brian Flaherty
Statutory Agent Mailing Address:	1702 East Highland Avenue, Suite 450 Phoenix, AZ 85016
Statutory Agent Physical Address:	1702 East Highland Avenue, Suite 450 Phoenix, AZ 85016

CM@Risk's Authorized Project Representative:

Name:	Michael Mongelli
Title:	President
Phone:	480-968-4755
Email:	mmongelli@willmeng.com

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PROJECT DESCRIPTION:

The project scope of work consists of the demolition of existing pavements, water features and structures, and construction of new decorative hardscape plazas, relocated and new public art, shade tree infrastructure including below-ground soil improvements, event lawns, seasonal plazas with social activities, seating and site furniture, park lighting, power infrastructure, two large shade canopies, storage rooms, two new restroom buildings, two park pavilions, and a new HAWK signal at the existing Arizona Avenue pedestrian crossing.

PROJECT LOCATION:

3 South Arizona Avenue, Chandler, AZ 85224

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ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 AGREEMENT DOCUMENTS

The Agreement between City and CM@Risk will consist of the following Agreement Documents:

1. This Construction Services Agreement and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in **Exhibit A**, incorporated by reference.
4. Accepted GMP/Price Proposal as set forth in **Exhibit D**, incorporated by reference.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 DEFINITIONS

The definitions in Sections 2 and 15 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

Although CM@Risk has performed Pre-Construction Services pursuant to a separate Agreement between City and CM@Risk, the completion, quality and accuracy of those services and the deliverables provided by City thereunder directly impact CM@Risk's performance of its obligations under this Agreement. Therefore, all of CM@Risk's obligations, duties, and warranties in relation to Pre-Construction Services and deliverables survive completion of the Pre-Construction Services Agreement and are incorporated herein. Any breach of any of CM@Risk's duties, obligations, or warranties under the Pre-Construction Services Agreement will likewise be considered a breach of this Agreement.

ARTICLE 4 - CONSTRUCTION SERVICES

4.1 GENERAL

4.1.1 CM@Risk agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Agreement Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the schedule, stated in attached **Exhibit A**.

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4.1.2 CM@Risk must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 This is an Agreement for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@RISK has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this Construction Project.

4.1.4 CM@RISK is the CITY's fiduciary responsible for undertaking all necessary action contemplated under the Agreement documents to construct the Project and ensure timely and quality completion of the Project at a cost within the Guaranteed Maximum Price (GMP).

4.1.5 At all times relevant to this Agreement and performance of the Work, the CM@Risk must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Agreement, including, without limitation, those set forth on attached **Exhibit A**.

4.1.6 CM@Risk must perform the Work under this Agreement using only those firms, team members and individuals designated by CM@Risk consistent with the Statement of Qualifications dated March 6, 2025, the GMP Proposal, or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without prior approval of the Project Manager

4.1.7 CM@Risk will comply with all terms and conditions of the General Conditions.

4.1.8 In the event of a conflict between this Agreement and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Agreement will control.

4.1.9 Ownership of Work Product. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, CM@Risk hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

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4.2 **CM@RISK'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 The CM@Risk must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.3 **PRE-CONSTRUCTION CONFERENCE**

Refer to Section 4.3 of the General Conditions.

4.4 **PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**

Refer to Section 4.4 of the General Conditions.

4.5 **CONTROL OF THE PROJECT SITE**

Refer to Section 4.5 of the General Conditions.

4.6 **PROJECT SAFETY**

Refer to Section 4.6 of the General Conditions.

4.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Refer to Section 4.7 of the General Conditions.

4.8 **PROJECT RECORD DOCUMENTS**

Refer to Section 4.8 of the General Conditions.

4.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Refer to Section 4.9 of the General Conditions.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

ARTICLE 6 - AGREEMENT TIME

6.1 **GENERAL**

6.1.1 The Agreement Duration is 455 Calendar Days.

6.1.2 The Agreement Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued until approval and acceptance by City of the GMP or Fixed Price.

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6.1.3 The Agreement Time will be as set forth in the Project Schedule. CM@Risk agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement for the Project, and for each phase and designated Milestone thereof.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule approved as part of the GMP Proposal and incorporated herein as part of the attached **Exhibit D** must be updated and maintained throughout CM@Risk's performance under this Agreement in accordance with Section 6.2 of the General Conditions.

6.2.2 Failure on the part of CM@Risk to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Agreement by City.

6.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

6.4 FINAL ACCEPTANCE

6.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

6.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

6.5 LIQUIDATED DAMAGES

6.5.1 Substantial Completion Liquidated Damages. CM@Risk acknowledges and agrees that if CM@Risk fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and CM@Risk agree that if CM@Risk fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from CM@Risk, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

6.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 6.5.1 above, City and CM@Risk further agree that if CM@Risk fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from

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CM@Risk, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Agreement.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Articles 6.5.1 or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 will apply.

6.5.4 City may deduct liquidated damages described in this Article 6.5 from any unpaid amounts then or thereafter due CM@Risk under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due CM@Risk will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by CM@Risk.

6.6 **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY**

6.6.1 CM@Risk and City waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

6.6.1.1 Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

6.6.1.2 Damages incurred by CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

6.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement. Nothing contained in this Article 6.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.5 above.

6.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of CM@Risk's default under this Agreement prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of CM@Risk, the cost and expense of which will be offset against any monies then or thereafter due to CM@Risk (if any) and otherwise immediately reimbursed to City by CM@Risk.

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AGREEMENT PRICE

6.7 AGREEMENT PRICE

6.7.1 In exchange for CM@Risk's full, timely, and acceptable performances and construction of the Work under this Agreement, and subject to all of the terms of this Agreement, City will pay CM@Risk the "Agreement Price," which:

The sum of the CM@Risk's Fee and reimbursable Cost of the Work, as defined in Section 15 of the General Conditions, which the CM@Risk guarantees will not exceed the GMP set forth in **Exhibit D** in the amount of $17,980,956.36. Costs which would cause the GMP to be exceeded must be paid by CM@Risk without reimbursement from City.

6.7.2 The Agreement Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, allowances, construction contingency, owner's contingency, and taxes of any type necessary to fully, properly and timely perform and construct Work.

6.8 CHANGES TO AGREEMENT PRICE

Shall be determined under Section 9 of the General Conditions.

ARTICLE 7 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles as of the effective date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins November 20, 2025

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CM@Risk"
WILLMENG CONSTRUCTION, INC.

Michael Mongelli November 20, 2025

Signature Date

Michael Mongelli

Print Name

President

Title

mmongelli@willmeng.com

Signer Email Address

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EXHIBIT A

PROJECT SPECIFIC
SPECIAL PROVISIONS

4.2.7 Aerial Construction Photography

General Conditions Section 4 Subsections 4.2.7.1 & 4.2.7.2 are not applicable to this project.

4.2.8 Government Approvals and Permits

General Conditions Section 4 Subsection 4.2.8.1, City permit fees will be paid internally by the City and all other fees will be the responsibility of the Contractor.

Subletting of Agreement

Contractor must perform, with his own organization, work amounting to not less than 50 percent of the total Agreement cost.

Failure to submit Subcontractor's List Form, demonstrating self-performance not less than 50 percent of the total Agreement cost, will cause the bid to be deemed non-responsive.

Contractors should contact the Arizona Registrar of Contractors for information on license requirements.

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Scope of Work (Clarifications, Assumptions & Exclusions)

1. **Scope of Work:** This construction GMP has been developed to complete the Improvements per the AJ Chandler Park 90% Permit Set – September 12, 2025 plans. However, there is approximately $1,535,000 in City accepted value engineering (VE) scope deductions that is not reflected in the 90% plans. All accepted VE scopes will be accounted for in the 100% plans by the design team. The list of accepted VE scope reduction items is budgetary and is listed as following:

Deduct Alternates (Included Above)	Loaded Cost
Omit all tree spading. Includes tree demo ILO spade.	(56,020)
Omit 60" Box Tree	(15,182)
Reduce tree barriers from 161 to 60.	(35,660)
Change all 10 gal shrubs to 5 gal shrubs.	(58,845)
Omit scuppers and trench drains at northeast.	(19,207)
Area drain/catch basin in lieu of radius ACO drain at turf steps	Excluded
Reduce 25% of AESS scope. Pending design clarification	(33,958)
Omit all Swale Bridges. Add sidewalks and culverts.	(186,656)
Remove 6" ABC below Vehicular Concrete at Pavers (1-12)	(31,188)
Change (48) Euculiptis trees from 36" box to 24" box	(37,284)
Site Concrete Reduction	(23,538)
Delete Waterproofing at Buildings and Site Walls	(59,604)
Site Furnishings Omit Tree Planters and Pots (5-25, 5-26, & 5-27)	(57,962)
Delete (2) Drinking Fountains	(28,246)
Metal Panel Patern - 25% Open	Excluded
Lighting Reduction - Replace EG1 with EG3 Bollards & Delete 28 EG4 Lights	(150,938)
Wood T&G In Lieu of Metal Panel at E/W Canopy - Includes Solid Panels at Gable Ends and Added Support Framing/Flashing	(634,603)
Reduce Sub Bonds	(106,275)
	(1,535,166)

2. **Summary of the GMP: Please** See the attached GMP Summary Sheet for a detailed understanding of the scope covered within the GMP.

3. **Schedule of Values:** Please see the attached GMP Summary Sheet. Any quantities & unit prices are for accounting and estimating purposes only and should not be used for direct billing purposes. The total summary dollars for each division of work should be used for billing purposes and serve as the basis for the schedule of values.

4. **List of Plans and Specifications: List of Plans and Specifications:** Willmeng is providing improvements based on the following:
    a. **Plans:** Dr. AJ Chandler Park 90% Drawing Set (09.12.25)
    b. **Geotechnical Report:** Ninyo & Moore Project No. 608597001 – Draft Report and Addendum
    c. **Specifications:**
        1. Dr AJ Chandler Park 90% Arch Specs – Architectural Specifications (09.12.25)
        2. Dr AJ Park 90% Civil Specifications – Civil Specifications (No Date)
        3. Dr AJ Park 90% Landscape Specifications – Landscape Specifications (9.18.25)

5. **List of Clarifications and Assumptions:**
    - **Work Hours:** It is assumed we can work typical 8-hour work days beginning from 5 AM. We may also work 10-hour days if the schedule requires us to do so. If we need to work weekends or during the night, we will apply for the City variance as needed.

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- **Construction Noise:** It is assumed our standard work production will not be restricted by noise restrictions. Overall, we have a substantial amount of work to complete to meet the project deadline and we need to maintain production as much as possible.
- **Phasing:** It is assumed the park will remain closed for the duration of this GMP and the Project. We do understand that the park on the west side of Arizona Ave needs to be ready and open by 12/4/26 with tree set up as early as 11/25/26. The east side will be substantially completed on 3/12/27.
- **Site Access:** It is assumed that we can have multiple ingress/egress points. Access locations will be identified and approved as part of the site Logistics Plan prior to the start of construction.
- **Pedestrians:** It is assumed pedestrians will not have access to the park during this GMP or the overall Project with the exception that Willmeng must maintain access to all businesses and stakeholders.
- **Events:** It is assumed no events will occur within the project limits during this GMP or the overall Project. We do understand that the park on the west side of Arizona Ave needs to be ready and open by 12/4/26 with tree set up as early as 11/25/26. The east side will be substantially completed on 3/12/27.
- **3rd Party Electrical/Communication Design:** It is assumed that any third party electrical or communications-based design/installations by others will be completed within our construction sequencing time frame. If this scope by others impacts our project schedule, we assume we will be provided with a respective time extension if a logical solution cannot be achieved.
- **Permitting and Inspections:** It is assumed that all scope within this GMP will not be restricted or impacted by a lack of permitting or the ability for the City to provide inspections. If our work was impacted by either of these, we would require a respective time extension if a logical solution cannot be achieved. Also, it is assumed that permits will be granted for potential phased opening of the new park improvements.
- **General:** If any scope is reasonably not included in this GMP (due to nature of 90% plans), it is assumed the respective scope dollars could be added to the contract at the 100% reconciliation stage.
- **Cost Management:** This GMP is established based on the 90% plans. All scopes could change as the 100% plans are developed. Upon receiving the 100% plans and identifying the changes, respective scopes of work will be repriced as applicable. These changes (increases or decreases in cost) will be managed by the Design Contingency, Contractors Contingency, or Owner's Contingency (dependent upon the change). New scopes of work as agreed upon between Willmeng and the City will be managed through contingencies depending upon the change and overall standing of the GMP.
- **Cost Management:** Due to the nature of this project (Early Procurement GMP based on 90% plans and not on the final plans), CMAR can utilize project savings to manage scope variations between pay items and from the 90% plans to the Final 100% Permitted Plan Set stage without approval from the City. However, CMAR must keep the City reasonably informed of this cost management in a manner acceptable by the City.
- **Cost Management:** There could be material price changes from the time subcontractors provide pricing to when subcontracts can be executed. If applicable, these changes (increases in cost) will be managed by the project savings and Contractors Contingency as necessary.
- **Cost Management Related to Accepted VE List:** A total of 18 VE items have been accepted, representing approximately $1,535,000 in anticipated savings. While several items reflect firm

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pricing, many are budgetary and depend on design revisions at the 100% construction documents stage. As the design is finalized, the actual value of certain VE items may vary, either increasing or decreasing, based on the final scope and detailing.

- **Supply Chain:** Manufacturer or Supplier delays in manufacturing, shipping or delivery of critical equipment, parts, supplies, etc. for the project that are out of the direct control of the Contractor shall be considered as acts of Force Majeure. These delays will be considered "uncontrollable delays" and will extend critical path completion dates, substantial completion dates and project final completion dates accordingly in accordance with the Contract without negative impact on the Contractor for such uncontrollable delays.
- **Water, Sewer & Storm drain:** It is assumed there are no issues/repairs needed with the existing Water, Sewer & Storm Drain systems that this project is connected to.
- **Traffic Control Moratorium:** It is assumed this project will not be restricted by the City's traffic control moratoriums. In general, we have minor roadway utility tie-ins that will be short durations.
- **Site Logistics:** It is assumed that existing utilities and waterways will not impede access to construction activities.
- **SRP Irrigation:** It is assumed that Willmeng will be permitted to cross over the existing SRP irrigation line with standard construction equipment without the need for additional protection measures provided by Willmeng. Willmeng will also be allowed to install new utilities beneath the existing SRP irrigation line as shown in the 90% design documents. The existing condition of the SRP irrigation pipe is unknown; therefore, Willmeng shall not be responsible for any pre-existing damage or deterioration of the line, nor for damage resulting from typical and prudent construction activities, including standard equipment and material crossings.
- **Existing Street Lights:** It is assumed all existing streetlights are powered from the park's current electrical equipment. Willmeng is assuming these streetlights can be powered off during construction, or the City can temporarily energize these street lights while the existing electrical equipment is relocated, per the 90% drawing set.
- **Construction Schedule and Duration:** Construction is scheduled to start on 1/12/2026 and will be substantially completed on 3/12/2027. We do understand that the park on the west side of Arizona Ave needs to be ready and open by 12/4/26 with tree set up as early as 11/25/26. The East side will be substantially completed on 3/12/27.
- **Mockup Allowance:** The mockup allowance is contingent upon receipt of the mockup drawing requirements from the Architect. Once the mockup scope, size, and level of finish are defined through the Architect's drawings, Willmeng will confirm the associated allowance. Also, mockups will be used to confirm installation but is NOT a confirmation on materials.
- **General Conditions:** General Conditions costs are based on a 14-month construction duration and shall be prorated accordingly for monthly billing purposes throughout the construction period.
- **Demo:** Assumed that COC will have all storage rooms and restrooms empty prior to demo.

List of Exclusions:

- **Environmental:** It is assumed there are no environmental ore archaeological concerns on the project that could impact on the project's budget or schedule. Discovery, inspection, surveys,

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abatement or removal of any hazardous material or environmental artifacts, including, but not limited to Lead, Asbestos, Mold, PCB, Radon or Petroleum Hydrocarbon or any other such types of materials or conditions are excluded.

- **Permits & Fees:** All Permits, Plan Review Fees, Building/Site/Offsite Permit Fees, Development Fees, Water Tap & Meter Costs, other such or Special Fees or Bonds - unless specifically listed as included & outlined in this GMP are excluded.
- **Special Inspections:** Structural, Plumbing, Mechanical, Electrical or Others are excluded.
- **Schedule:** Excludes Cost & Resource Loaded scheduling.
- **General Scope:** Any Costs for scope not shown in the 90% plans or listed in the schedule of values is excluded.
- **Earthwork:** Excludes any removal and haul off of unsuitable material if discovered on project site, as well as any necessary import to remedy unsuitable areas.
- **Private Building Landscaping:** It is assumed that the landscaping for all adjacent private buildings that border the project are on independent landscape systems. The cost to maintain these systems or general landscaping is excluded.
- **Fees:** Except deposit for Hydrant Meter, construction water and construction trailer use, all third-party utility fees, deposits, design fees, or general utility work not completed by Willmeng or its subcontractors is excluded.
- **Existing Utilities:** Removal of existing utilities not shown on the plans is excluded. Abandonment in place via slurry injection is excluded.
- **Existing Utilities:** Relocation of existing utilities not shown on the plans is excluded. Willmeng not responsible for delays associated with existing utility removal/relocation design, permitting, etc.
- **Existing Utilities:** Excluded repair/replacement for any existing utilities.
- **Off-Duty Officers:** Off-Duty Officers are excluded from this GMP.
- **APS Consolidation:** Excludes custom-made electrical gear/cabinets to consolidate APS Equipment.
- **Subcontractor Bond:** Excludes all bonds for subcontractors with exception to the Structural and Miscellaneous Steel, Decorative Metals, and Electrical scopes. Willmeng will work with the City to determine if a specific trade or scope should require a Bond. Should any subcontractor/trade bonds be required, this will be an added cost to the project that will be captured as part of GMP reconciliation to the final Design.
- **Communication & WAPs:** Excludes all costs associated with communication/fiber installation including but not limited to temporary communication (fiber, antenna or radio) until the City installs permanent communication to the site, Wireless Access Points (WAPs), switches, etc.
- **Signage & Graphics:** Excludes graphics/signage at the restroom building and storage buildings. It is understood that the signage and graphics will be procured by the City of Chandler. ADA and Code Signage is included.
- **Landscaping:** Existing tree salvage, spading, and boxing are excluded.
- **AESS Requirements**: Excluded at hidden/non-visible locations and non-structural steel.
- **Low Voltage**: Access Control and Low Voltage scopes are excluded.
- **Pedestrian Access**: Excludes temporary pedestrian street crossing traffic control at HAWK crossing location (Arizona Ave) during construction.

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- **Landscape Pavers**: Excludes new paver purchase at existing driveways and parking stalls. Assume reuse of existing material and the City to provide paver attic stock as needed.
- **Artwork:** Excludes salvage of any artwork not specifically called out in the 90% drawing set as salvage.
- **Existing Equipment/Furnishings:** All equipment/furnishings to be salvaged by City of Chandler to be complete prior to start of construction. Any items remaining at start of construction shall be deemed as waste.
- **Entry Signage Monuments:** Entry Signage Monuments are excluded from this GMP
- **Splash Pad:** The splashpad is excluded from this GMP.
- **ABC:** Excludes 6” ABC below vehicular pavers (1-12)

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EXHIBIT B

GENERAL CONDITIONS

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CHANDLER arizona
Community of Innovation

GENERAL CONDITIONS

Approved date: July 20, 2022

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SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction Agreements entered into by the City of Chandler, unless otherwise specifically excluded in the executed Agreement.

SECTION 2 - GENERAL DEFINITIONS

Allowance: A specific amount for a specific item of Work, if any, that City agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the City) at the time the Agreement Price is agreed to for Contractor to provide a definitive price.

Alternate Systems Evaluations or Alternative Analysis: Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order: A written instrument issued after execution of the Agreement Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Agreement Price, the extent of the adjustment to the Agreement Time, or modifications of other agreement terms. The Agreement Price and the Agreement Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

City (Owner or OWNER): City of Chandler, a municipal corporation, with whom Contractor has entered into the Agreement and for whom the Work or Services are to be provided pursuant to the Agreement(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Agreement: The written agreement executed between City and Contractor, including all of the Agreement Documents.

Agreement Documents: The documents which together form the Agreement between City and Contractor, as identified in Article 2 of the Agreement, or are otherwise incorporated into the Agreement, including the Agreement, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Agreement.

Agreement Price: The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Work or Services under the terms of the Agreement.

Agreement Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Agreement Documents. Agreement Time starts

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with the Notice to Proceed (NTP) and ends with Final Acceptance. The Agreement Time is set forth in the Agreement and is based upon the Project Schedule agreed to by City in writing.

Contractor: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue.

Contractor Payment Request: The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which must include such supporting documentation as is required by the Agreement Documents or City.

Construction Budget: The City's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Agreement by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Agreement.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of City.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of City.

Day: Calendar day(s) unless otherwise specifically stated in the Agreement Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Agreement Documents. These services may include, but are not limited to: development of Construction Drawings and Documents, review of Contractor Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction agreement close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Agreement Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared

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or approved by the Design Professional and City. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but *"not for construction*." Shop Drawings are not Drawings as so defined.

Final Acceptance: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, and inspected in accordance with the Agreement requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for an Agreement Price, Scope of Work, materials, or other item under an Agreement, Change Order, or other agreement, which City agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Agreement Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the City to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the City-approved design intent, as determined by City.

Notice to Proceed (NTP): A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Agreement.

Project: The Project specified in the Agreement (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Agreement, or any successor thereto

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designated by City. The Project Manager has the authority to act on behalf of City, as delineated and limited by the Agreement Documents and applicable law. And City will communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by City.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Agreement.

Project Team: The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as City may designate.

Punch List: The list initially prepared by Contractor pursuant to the Agreement Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by City containing items of incomplete work not impacting Substantial Completion, if allowed for under the Agreement, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Agreement Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Agreement Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Agreement Documents.

Requests for Information (RFIs): Formal written request from Contractor to City or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work or Services under the Agreement. City may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by Contractor, and approved and accepted by City, which divides the Agreement Price into pay items, such that the sum of all pay items equals the Agreement Price for the construction phase Work, or for any portion of the Work having a separate specified Agreement Price.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Agreement as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) of the Agreement Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works

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Construction as furnished by the Maricopa Association of Governments, as amended by City.

Subconsultant: A person, firm or corporation having an Agreement with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor: An individual or firm having a direct Agreement with Contractor or any other individual or firm having an Agreement with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which Contractor is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Agreement Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents such that the Project is ready for use by the City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Agreement with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Agreement Time or schedule milestone in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Agreement Documents for the construction phase.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

3.1 City operates under the latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of the City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov.

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3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded from their website at: http://www.azmag.gov/Newsroom/Publications

3.3 The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Agreement by this reference.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 **GENERAL**

4.1.1 Contractor must construct the Work in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Chandler, Arizona would exercise at such time, under similar conditions. Contractor must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 If Contractor observes errors, discrepancies or omissions in the Agreement Documents, Contractor must promptly notify the Design Professional and City and request clarification. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, Contractor does so at its own risk and will be liable to City for damages resulting from proceeding without clarification.

4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection, and testing. Contractor must provide proper and safe conditions for such access.

4.1.4 Contractor must comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.5 Contractor must ensure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.

4.1.6 Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA activities. Contractor agrees to comply with the IRCA while performing their work and to permit City inspection of Contractor personnel records to verify such compliance.

4.1.7 Pursuant to MAG Specifications §§ 107.4, Contractor must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that City can decide on the pertinent steps to follow such discovery.

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4.1.8 All property owners that may be affected by the proposed construction activities must be notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by Contractor prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other Work adjacent to residence/business, require 48-hour notification in advance of specific adjoining Work. Notification may be through door hangers or other procedures approved by the City.

4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.

4.1.10 Contractor must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by City, must be maintained by Contractor for the duration of the project, and must be removed by Contractor during the final project clean up.

4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by City.

4.1.12 All required construction signs must be installed by Contractor within 7 Days of Notice to Proceed.

4.1.13 The Work to be accomplished under these Agreement Documents has been designed for City by a Design Professional retained by City for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Agreement Documents is provided by City. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by Contractor, or services of the Design Professional be required because of changes in structure or equipment where Contractor has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with City and must be paid for by the Contractor.

4.1.14 Contractor must reimburse City for costs incurred by the Design Professional for additional services to the Project through no fault of City or the Design Professional including, but not limited to, the following conditions:

a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the Contractor in his performance, Contractor's negligence, or Contractor's Work which is rejected as defective or as failing to conform to the Agreement Documents;

b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Agreement date of final completion will be charged to Contractor at a rate previously negotiated City; and

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c. All retesting required due to the failure of Contractor's Work to meet the requirements of the Agreement Documents will be at Contractor's expense. All standby and travel time by the City's testing lab, the Design Professional or City due to Contractor's inability to be prepared for testing at the agreed upon time will be at the Contractor's expense.

4.1.15 City may withhold from any payment otherwise due to Contractor any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 Contractor will not be required to bear additional costs incurred by City due to errors by the Design Professional.

4.2 **CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Agreement, Contractor must execute Agreement and deliver to City. Failure to do so may delay Agreement award. Contractor must also provide to City its Contractor's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Agreement, Agreement must be fully executed by City.

4.2.3 After Agreement award, City will issue to Contractor an award letter. At that time Contractor must deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Agreement requires.

4.2.4 As evidence of Workmen's Compensation Insurance, Contractor must, upon request, provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of the executed Agreement letter issued by City, Contractor must submit to City for review and acceptance the following items:

4.2.5.1 Comprehensive construction Project Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Microsoft Project standard file format. Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of City's comments, Contractor must submit the corrected and completed schedule of Shop Drawings submissions for approval. Contractor's schedule of Shop Drawings and sample submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by City reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Agreement Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by Contractor within 10 Days after Pre-Construction Conference in response to comments and questions from

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City. Once accepted by City in writing, the Schedule of Values for the Project must not be changed without the prior written approval of City.

4.2.6 Video Recording Requirement. Prior to performing any Work, Contractor must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. Contractor must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with City. When video recording private property, Contractor must also coordinate the video recording with the private property owner, if possible. Contractor must provide City with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Drone Construction Photography.

4.2.7.1 If Agreement duration is greater than 90 calendar days, Contractor must engage a professional unmanned aerial vehicle (UAV) aerial pilot to photograph the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection. Drone camera specifications must meet the following minimum requirements:

a. 1-inch CMOS
b. Pixels: 20M
c. FOV 84 8.8 mm/24 mm (35 mm format equivalent) f/2.8-f/11 auto focus at 1 m-
d. For photographing: 16.9 Aspect Ratio: 5472x3078
e. For video shooting: MP4/MOV/H.264
f. FHD: 1920x1080 120p @100Mbps
g. File format: High Definition (HD) JPEG for digital photos and HD MPEG 4 for digital video.
h. All metadata to be recorded including GPS data and preserved with photographs provided.

Interval	**JPEG**
3 month intervals	At an altitude (AGL) between 70-90 ft.
3 month intervals	Images to be taken every 50-100 ft. to be determined based on project scope.

4.2.7.2 Drone photos to be taken in sequential geographical order and then organized and provided in the same manner unless otherwise specified.

4.2.7.3 Photos to be provided digitally via an online file share service and/or by a USB drive to contractor.

4.2.7.4 Drone pilots to obey ALL local (city, county, state) UAV regulations as well as FAA UAV guidelines including, but not limited to, conducting all flights during daylight hours, not exceeding maximum altitude ceilings (depending on area), not flying over people, yielding to other aircraft.

4.2.7.5 Drone pilots must fly drone within visual line of sight (VSOL) and have visual spotter when needed. Drone pilots only to operate in favorable weather conditions when minimum visibility is 3 miles or greater.

4.2.7.6 Drone pilots to conduct a preflight checklist and visually inspect the entire flight path prior to flying to ensure a safe flight.

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4.2.7.7 Airspace Authorizations. Operations in Class G airspace are allowed without air traffic control (ATC) permission. Operations in Class B, C, D and E airspace need ATC authorization. Drone pilots to schedule each flight in advance and based on airspace if required will notify nearby airports/control towers, etc.

4.2.8 Government Approvals and Permits.

4.2.8.1 Contractor must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. City permit fees will be paid internally by City. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shutdowns or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

4.3 PRE-CONSTRUCTION CONFERENCE

4.3.1 Prior to the commencement of any Work, City will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by Contractor at any mandatory meeting with City must be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

4.4.1 Unless otherwise provided in the Agreement Documents to be the responsibility of City or a separate Contractor, Contractor must provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Agreement Documents.

4.4.2 Contractor must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Agreement Documents. Contractor must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 Contractor's Superintendent must be present at the Site at all times that material Work

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under this Agreement is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Agreement is taking place. Superintendent must not be replaced without written notice to City. Whenever the Superintendent is not present at a particular part of the Work where the City or Design Professional may desire to inform the Contractor relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the City or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without City's written consent given after prior written notice to City. If it will become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the City must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the City. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at City's request or required by the Agreement Documents, Contractor must pay to City all additional costs incurred by City by reason of such non-normal working hours. Expenses incurred by City for overtime compensation must be reimbursed by Contractor as follows: (i) City staff at the rate set forth in current City Fee Schedule as published on City website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with City, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by City from any payments due to Contractor. Provided, however, if overtime work or work during other than normal hours is at the request of City and not due to Contractor delay, City will pay the cost of City overtime expenses.

4.4.6 Where the Agreement Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Agreement Documents; but no provisions of any such instructions will be effective to impose on City of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other Agreement Documents, and Specifications relative to that portion of the Work, as well as the information furnished by City, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other contractors, is not guaranteed by City.

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4.4.8 Before ordering materials or doing Work, Contractor and each Subcontractor must verify measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Agreement Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The Contractor must furnish progress photographs of the project. The photographer selected by the Contractor must be approved by the City and must be either a commercial photographer or an individual experienced and equipped for such photography.

4.4.9.2 The Contractor must deliver to City all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the Contractor as incomplete.

4.4.9.3 Photographs must be identified by use of typewritten labels affixed to the back of the photograph. The label must provide a description of the view, the direction from which the photograph was taken, the name of the project, City's project number, the name of Contractor and the date of the photography. The stationing must also be included for all pipeline installations.

4.4.9.4 Photographs must be taken during the construction period and must be of aesthetic composition and depict the progress of the Work from the beginning of construction through and including the finished product. City may vary the specified frequency so that significant progress or changes can be recorded on the photographs.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. Contractor is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until Contractor has contacted Arizona 811 and all affected utilities have been located. In addition, Contractor must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and Contractor should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which Contractor should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by this reference.

4.4.10.2 Contractor is responsible for all coordination with utility companies. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no additional compensation will be paid to Contractor for delays due to utility work on the project.

4.4.11 Relocation of Existing Water Meters. When a service line has been extended and a line

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setter installed in a meter box, City forces will re-install meter. No compression fittings will be utilized.

4.4.12 Water Turn-On or Turn-Off.

4.4.12.1 Contractor must coordinate all water line turn-ons and turn-offs through the City. Application must be made to the Municipal Utility Division and Contractor must pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.

4.4.12.2 Contractor must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. Contractor is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.12.3 No direct payment will be made to Contractor for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.13 Tests and Inspections.

4.4.13.1 Contractor must give City timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. Contractor must give timely notice to City in advance of backfilling or otherwise covering any part of the Work so that city representative may, if desired, observe such part of the Work before it is concealed. Whenever Contractor varies the normal period during which Work or any portion of it is carried on each Day, Contractor must give timely notice to City so that city representative may, if desired, be present to observe the Work in progress. If Contractor fails to give such timely notice, any Work done in the absence of city representative will be subject to rejection. If Contractor gives such notice to City, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, Contractor must reimburse City for all costs incurred by the attendance of city representatives.

4.4.13.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, Contractor (unless another party is specified in the Agreement Documents) must assume full responsibility therefor, pay all costs in connection therewith and furnish City the required certificates of inspection, testing, or approval. Contractor must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Agreement Documents will be paid by City (unless otherwise specified).

4.4.13.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to City and by the Design Professional if so specified.

4.4.13.4 Neither observations by City, the Design Professional nor inspections, tests or approvals by others will relieve Contractor from their obligations to perform the Work in accordance with the Agreement Documents.

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4.4.14 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of City, it must, if requested by City be uncovered for observation. Unless Contractor has given City timely notice of Contractor's intention to cover such Work and City has not acted with reasonable promptness in response to such notice, Contractor must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.

4.4.15 In all cases of interconnection of its Work with existing or other Work, Contractor must verify at the Site all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by Contractor without any increase in the Agreement Price. Any design errors or omissions noted by Contractor during this review must be reported promptly to City.

4.4.16 Contractor must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.

4.4.17 Contractor must photograph all buried piping of greater than four (4) inches in diameter prior to backfill.

4.4.18 Contractor is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.19 Contractor must coordinate the activities of all Subcontractors. Contractor must coordinate performance of the Work with City's Public Works & Utilities Department and other departments or agencies within City. The Design Professional and other contractors or parties involved in the Project. If City performs other work on the Project or at the Site with separate contractors under City's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

4.4.20 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier must be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing.

4.4.21 Contractor must not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.22 Subcontractors whose scope of work has a value greater than 15% of the total Agreement Price are required to furnish performance and payment bonds to Contractor, unless

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otherwise approved in writing by City.

4.4.23 Contractor must comply with MAG Specification § 108.2 (E) unless otherwise specified in Agreement Documents.

4.5 **CONTROL OF THE PROJECT SITE**

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor must keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

4.5.2 Contractor must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor is responsible for the coordination of all Work to minimize disruption to residents and the public.

4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it must be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

4.5.5 Contractor agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by City related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, City may remove from the Site any individual who City deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.

4.5.6 Contractor will be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under an Agreement with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.5.7 City may conduct criminal, drive history, and all other requested background checks of Contractor and Subcontractor personnel performing Work or who have access to City's information, data, or facilities in accordance with City's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

4.5.8 City will have a final authority, based upon security reasons: (i) to determine when

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security clearance of Contractor's and Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Agreement.

4.5.9 If City objects to any personnel for any reasonable cause, then Contractor must, upon notice from City, remove such individual from the Project.

4.6 **PROJECT SAFETY**

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 Contractor is responsible for safety of the job Site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the Site.

4.6.3 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 Contractor must provide a "competent person' as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

4.6.7 Contractor and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Agreement Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

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4.6.9 Contractor's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.6.10 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor must administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs will not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to City, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.

4.6.11 Nothing in this agreement will relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support will be included in the appropriate items listed in the Agreement Price, and no additional payment will be made for this work.

4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing.

4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City must be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Agreement Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.1.2 The Contractor must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor must develop his own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The City will perform the QA testing.

4.7.1.3 The Contractor must submit a written QCTP to the City as a required submittal. The Contractor must not begin Work until the Quality Control Program has been reviewed and

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accepted by the City. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.

4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.

4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.

4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the City. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by the City of Chandler. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.

4.7.1.7 The Contractor must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:

a. Test designation;
b. Date of test;
c. Name of tester;
d. Location of test/sample (station and offset);
e. Product suppliers and product codes (as applicable);
f. Depth/elevation of test/sample;
g. Test result;
h. Control requirement(s);
i. Cause of rejection (if applicable);
j. Results of retests (if applicable); and
k. Remedial action (if applicable).

4.7.1.8 The Contractor must submit test results to the designated City representative.

4.7.1.9 The Contractor must also submit a weekly report to the City summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports must be submitted simultaneously to the Contractor and the City of Chandler. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported**.** Vertical location of tests for underground utilities must indicate the depth of the

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excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The City will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the Agreement provisions, the City may:

a. Order the Contractor to replace ineffective or unqualified quality control personnel.

b. Order the Contractor to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the Contractor bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the City of Chandler or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, the City of Chandler test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non- pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 Contractor, if requested by City, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 City will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If City does not respond within 15 working days, Contractor must continue to perform the Work in accordance with the Agreement Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 Contractor must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

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4.7.3.2 Contractor must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for City approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Agreement Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.

4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:

a. All working and erection dimensions.

b. Arrangements and sectional views.

c. Necessary details, including complete information for making connections between work under this Agreement and work under other Agreements.

d. Kinds of materials and finishes.

e. Parts list and description thereof.

4.7.3.4 Each Drawing or page must include:

a. Project Name, City of Chandler Project Number and descriptions.

b. Submittal date and space for revision dates.

c. Identification of equipment, product or material.

d. Name of Contractor and Subcontractor.

e. Name of Supplier and Manufacturer.

f. Relation to adjacent structure of material.

g. Physical dimensions clearly identified.

h. ASTM and Federal Specifications references.

i. Identification of and justification for deviations from the Agreement Documents.

j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Agreement.

k. Location at which the equipment or materials are to be installed.

4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. City will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.

4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

4.7.3.7 Contractor must schedule, prepare and submit all Shop Drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.

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4.7.3.8 If the Shop Drawings show departures from the Agreement requirements, Contractor must make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by City will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Agreement. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by City.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

a. Contractor must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.

b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with the City-approved submittal schedule, or upon resubmission, City will be provided with three (3) calendar weeks for review. Should City require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. City will determine the amount of the time extension or the monetary compensation to be awarded Contractor, if any, in accordance with City's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 Contractor will be responsible for all extra costs incurred by City caused by Contractor's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. Contractor must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of the executed Agreement letter issued by City. In addition, Contractor must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, Contractor must order said long lead items within 15 Days after the date of the executed Agreement letter issued by City. Within 2 Days after ordering long lead items, Contractor must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If Contractor uses water from City's water system for construction water, Contractor must obtain a fire hydrant meter from City of Chandler Utility Services (480-782-2280) and all construction water must be obtained through the hydrant meter. Contractor must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Agreement Price.

4.8 PROJECT RECORD DOCUMENTS

4.8.1 During the construction period, Contractor must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

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4.8.2 Contractor must mark these Drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings.

b. Revisions to details shown on Drawings.

c. Locations and depths of underground utilities.

d. Revisions to routing of piping and conduits.

e. Actual equipment locations.

f. Changes made by Change Order or Addendum.

g. Details not on original Agreement Drawings.

4.8.3 Contractor must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 Contractor must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 Contractor must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 Contractor must submit Project Record Drawing sets and Shop Drawings to City or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from City, Contractor must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to City prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

4.9.1 Contractor warrants to City that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Agreement Documents, of good quality, and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than Contractor, subcontractors, or others under Contractor's control. Nothing in this warranty will limit any manufacturer's warranty which provides City with greater warranty rights than set forth herein or in the Agreement. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. Contractor's warranty must be for one (1) year, in accordance with MAG Specification § 108.8, and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Agreement. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

4.9.2 City May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, City may order Contractor to stop the

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Work without cost to City, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by City, Contractor must promptly, without cost to City and as specified by City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the Site and replace it with non-defective Work. Contractor must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed Contractor for such removal, replacement or remedial Work. Contractor must reimburse City for costs incurred by City due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the City or Design Professional.

4.9.3.2 Upon failure on the part of the Contractor to comply within a reasonably prompt time with any written order of City to correct or remove defective Work, City has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.4 City May Correct Defective Work. If Contractor fails within a reasonable time after written notice of City to proceed to correct defective Work or to remove and replace rejected Work as required by City or if Contractor fails to perform the Work in accordance with the Agreement Documents (including any requirements of the progress schedule), City may, after 7 Days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor, but which are stored elsewhere. Contractor must allow City, city representatives, agents and employees such access to the Site as may be necessary to enable City to exercise City's rights under this Section. All direct and indirect costs of City in exercising such rights will be charged against Contractor in an amount verified by City representative, and a Change Order will be issued incorporating the necessary revisions in the Agreement Documents and a reduction in the Agreement Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor will not be allowed an extension of the Agreement Time because of any delay in Contractor's performance of the Work attributable to the exercise by City or City's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

4.9.5.2 Upon failure on the part of the Contractor to comply promptly with any order of the City,

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City will have authority to cause unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.6 Correction Period - One Year Guarantee.

4.9.6.1 If, within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement Documents, or by any specific provision of the Agreement Documents, any Work is found to be defective, Contractor must promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, must be paid by Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.2 If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or supplier and must furnish the City all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of Contractor or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, City may accept Work when in the best interest of the City to do so with appropriate monetary credit from Contractor. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Agreement Documents, including appropriate reduction in the Agreement Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by Contractor to City.

4.9.7.2 Alternatively, City may require Contractor to furnish at Contractor's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

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4.9.9 Contractor's warranty obligation must be in accordance with MAG Specifications.

4.9.10 Nothing in the warranties contained in the Agreement Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Agreement Documents. Contractor must provide City with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.

4.9.11 Contractor agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Agreement Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Agreement Documents. A progress payment, or partial or entire use or occupancy of the Project by City, will not constitute acceptance of Work not in accordance with the Agreement Documents.

4.9.12 When notified of a warranty issue, Contractor must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by City), and in any event Contractor must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in City's written notification in accordance with the Agreement Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by City to be an emergency, City will notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Agreement Documents.

4.9.13 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that City may have regarding Contractor's other obligations under the Agreement Documents.

4.9.14 Without limiting the foregoing or anything in these General Conditions or the Agreement to the contrary, Contractor must obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility will have the right to the full value and benefit of all such warranties. Contractor must ensure all such warranties are fully transferrable to facilitate the full value of this Section.

4.9.15 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

4.9.16 In the event of any noncompliance with this entire Section 4, City may require Contractor to stop or suspend the Work in whole or in part.

SECTION 5 - CITY RESPONSIBILITIES

5.1 CITY PROJECT MANAGER AND INSPECTORS

5.1.1 Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Agreement Documents.

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5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.1.3 City may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. City's use of Inspectors is for the purpose of assisting Project Manager.

5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.

5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.

5.1.6 The use of Inspectors by City will not make City responsible for or give City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in accordance with Agreement Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 **DESIGN PROFESSIONAL SERVICES**

City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement, as well as other firms hired by City may be furnished to Contractor. Contractor does not have the right to limit or restrict or reject any Agreement modifications that are mutually acceptable to City and Design Professional.

5.3 **CITY'S SEPARATE CONTRACTORS**

City is responsible for all work performed on the Project or at the Site by separate contractors retained by City. City will contractually require its separate contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Agreement Documents. Contractor must immediately notify the Project manager, and address the matter in the next monthly status report, if any activities of such separate contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 **PERMIT REVIEW AND INSPECTIONS**

5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

5.4.2 The regulating agencies of City, such as Development and Sustainability, Fire and Planning Departments, enforce legal requirements. The enforcement activities of City are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CONTRACTOR**.

Contractor will be provided up to five copies of the Agreement Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished,

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upon request, at the cost of reproduction.

SECTION 6 - AGREEMENT TIME

6.1 AGREEMENT TIME

6.1.1 The Agreement Time will start with the Notice to Proceed ("NTP") and end with Final Acceptance.

6.1.2 Beginning on the date of the NTP, Contractor must begin to fulfill Contractor's obligations under the Agreement. Contractor's obligations include providing City and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. Contractor must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all agreement insurance, bonds, and schedules are submitted to and accepted by the City.

6.1.3 The Agreement Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement, for the Project, for the Work, and for each phase and designated Milestone thereof.

6.1.5 Failure of Contractor to perform any covenant or condition contained in the Agreement Documents within the time periods specified herein, will constitute a material breach of this Agreement entitling City to terminate the Agreement unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Agreement Documents.

6.1.6 Failure of City to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of Contractor's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.1.7 City's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Agreement Documents. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Agreement entitling City to all the remedies set forth herein or provided by law.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule must be in Microsoft Project standard file format, must be updated and maintained throughout the Agreement Time, and must contain the following:

6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

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6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.

6.2.1.3 Activities for submission, review, and approval of all required submittals.

6.2.1.4 An amount of time will be established prior to the final completion date for "punch list and cleanup". No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Agreement Time.

6.2.2 Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review. City's review of and response to the Project Schedule is for the purpose of: (1) City planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor's general conformance with the scheduling requirements of the Agreement Documents and completion of the Project within the Agreement Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Agreement Time remains the obligation of Contractor. City's review does not relieve Contractor from compliance with the requirements of the Agreement Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.3 The Project Schedule must show milestones, including milestones for City-furnished information, and must include activities for City-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.

6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve Contractor of its obligations to complete the Work within the Agreement Time, as adjusted in accordance with the Agreement Documents. No modification to the Agreement Documents or the Agreement Time will be effective unless approved in advance by City.

6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire, the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.

6.2.6 An updated Project Schedule must be submitted monthly to City as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, Contractor must, upon request by City, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.

6.2.7 Contractor must provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Agreement Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Agreement Time.

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6.2.8 With each Project Schedule submittal, Contractor must include a transmittal letter including the following:

a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.

b. Current and anticipated delays including:

(i) Cause of the delay.

(ii) Corrective action and schedule adjustments to correct the delay.

(iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.

(iv) Changes in construction sequence.

c. Pending items and status thereof including but not limited to:

(i) Time Extension requests;

(ii) Substantial Completion date status;

(iii) Final Acceptance date status.

d. If ahead of schedule, the number of calendar Days ahead.

e. If behind schedule, the number of calendar Days behind.

f. Other Project or scheduling concerns.

6.2.9 Critical Path Method (CPM).

6.2.9.1 Unless otherwise specified in the Agreement, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.

6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.

6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.

6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.

6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.

6.2.10 Float Time.

6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet Agreement Milestones and

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the Project completion date.

6.2.10.2 Contractor will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Agreement Time.

6.2.11 City-Caused Delays. City-caused delays on the Project, if any, may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor will not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Agreement Time is also exceeded.

6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Chandler, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain- caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Agreement Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.

6.2.13 City's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.

6.2.14 Force Majeure. If Contractor is delayed or prevented from the performance of any Work required under this Agreement by reason of acts of God or other causes beyond the control and without fault of Contractor (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay. In addition, the parties agree if Contractor's delayed or suspended performance directly arises out of or directly results from the COVID-19 pandemic, Contractor's delayed or suspended performance may be excused as set forth in this clause. Provided, however; Contractor must give the City written notice within 30 days of the occurrence of the event giving rise to COVID-19 pandemic related delayed or suspended performance. For COVID-19 pandemic related delay or suspended performance, the parties must agree in writing to the length of the excused delay or suspended performance. Further, Contractor must obtain the City's written approval to use any allowance established as part of the project for delays and costs related to the COVID-19 pandemic.

6.3 SUBSTANTIAL COMPLETION

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which City agrees in

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writing to accept separately, is substantially complete, City will prepare and submit to Contractor a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement Documents.

6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Agreement Documents so that City can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents, such that the Project is ready for use by City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from City for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same will have also been approved and accepted by City, subject only to the Punch List items.

6.3.3.2 If requested by City, Contractor must complete and turn-over to City the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by City with final approval and acceptance only after the

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Project Manager's Punch List.

6.4 **PARTIAL UTILIZATION**

6.4.1 City at City's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Agreement Documents, or which City, the Design Professional and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, City must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, City and Contractor agree in writing as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of or City's beneficial occupancy of a part of the Project will not alter the fact that the one-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 **FINAL ACCEPTANCE**

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded agreements) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Agreement.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by City until Final Acceptance is issued.

6.5.4 Landscape Establishment Period. Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will begin on the date of Final Acceptance of the Project and will run 90 Calendar Days thereafter. Landscape Establishment Period requirements are detailed in General Conditions Appendices, attached herein.

6.6 **CONTINUATION OF WORK**

6.6.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by City of any rights under the Agreement Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Agreement, notwithstanding the existence of one or more disputes between the parties

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concerning the scope of the Work, the Project Schedule, Agreement Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless City suspends the Agreement or Contractor's performance pursuant to Section 10 of these General Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of City, so long as City makes payment to Contractor in accordance with Section 8 of these General Conditions.

SECTION 7 - AGREEMENT PRICE

7.1 UNIT PRICE AGREEMENTS

7.1.1 The Agreement Price for all Unit Price Agreements will be the amount set forth in the Agreement or Change Order multiplied by the verified quantity provided.

7.1.2 Measurements of quantities to determine the total Agreement Price must be in accordance with MAG Specification §§ 109.1 and 109.2.

7.1.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2 CHANGE ORDERS

7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.2.2 Measurements of quantities to determine the total Change Order Price must be in accordance with MAG Specifications §§ 109.1 and 109.2.

7.2.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2.4 MAG Specification § 109.4.1 is modified as follows: Before § 109.4.1, the following is added: Any deduction or increase in the Agreement Price must be supported by a signed, written Change Order fully executed by City, and supported by such backup as the Project Manager may require.

7.3 SALES TAX

Contractor is required to pay all applicable sales tax in accordance with the law of the state of Arizona and this cost must be included in all Agreement Prices. When equipment, materials or supplies generally taxable to Contractor are eligible for a tax exemption due to the nature of the Project, Contractor must assist City in applying for and obtaining such tax credits and exemptions which will be paid or credited to City.

SECTION 8 - PAYMENT

8.1 PAYMENT FOR CONSTRUCTION SERVICES

8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.1.2 Contractor must submit to City for review a completed Contractor Payment Request signed

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by Contractor, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Agreement Documents and also as City may reasonably require. A Contractor Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the Contractor Payment Request must also be accompanied by such data, satisfactory to City, as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Contractor Payment Request must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Contractor Payment Requests.

8.1.3 Except for Work performed under a JOC Agreement, the Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Agreement in accordance with Arizona Revised Statutes Section 34-221 or 34-607. The Contractor may elect to deposit securities in lieu of retention in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.

8.1.4 The payment process functions as follows: Prior to the payment cycle date, Contractor must send a draft Contractor Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. Contractor must certify the final Request by signing and returning to Project Manager.

8.1.5 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of City's rights to withhold or offset payments, and other rights of City, under the Agreement.

8.1.6 City reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

8.1.7 Contractor's Warranty of Title.

8.1.7.1 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Contractor Payment Request, whether incorporated in the Project or not, will pass to City at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the Contractor from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

8.1.7.2 No materials, supplies, or equipment for the Work under this Agreement will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.

8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section must be inserted in all subcontracts and material agreements, and notices of its provision must be given to all persons furnishing materials for the Work when no formal agreement is entered into for such materials.

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8.2 **PAYMENT UPON SUBSTANTIAL COMPLETION**

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to Contractor until Final Acceptance.

8.3 **FINAL PAYMENT**

8.3.1 Subject to all of City's rights to withhold or offset payment, and other rights under the Agreement, Final Payment including remaining retainage will be paid only after:

a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City;

b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Agreement Documents) have been delivered to City, as specified in this Section 8.3;

c. Full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor;

d. All conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and

e. Contractor delivers to City a Contractor Payment Request requesting Final Payment.

8.3.2 Contractor must also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specific Special Provisions, Contractor must compile a complete equipment list and maintenance manual to be submitted to City as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

a. Name, Model and Manufacturer.

b. Complete parts lists and Drawings.

c. Local source of supply for replacement parts along with suppliers' telephone numbers.

d. Local service organizations serving the equipment and their telephone numbers.

e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

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8.3.4 Contractor must also deliver to City, prior to Final Payment, one (1) digital (in the format specified by City), and if requested by City, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.4 **CITY'S RIGHT TO WITHHOLD PAYMENT**

City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

a. Defective Work not remedied;

b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;

e. Damage to City or another Contractor;

f. Reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure to carry out the Work in accordance with the Agreement Documents; or

h. Contractor is in default of any of its other obligations under the Agreement Documents.

8.5 **JOINT/DIRECT CHECKS**

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to Contractor may be made jointly to Contractor and its employees, agents, Subcontractors and suppliers, or any of them. For federally funded agreements, see federal provisions for additional requirements for the joint check process.

8.6 **PAYMENT NOT A WAIVER**

No payment (nor use or occupancy of the Project by City) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

8.7 **LIENS AND BOND CLAIMS**

Contractor must make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and must promptly furnish evidence of such payments as City may require. Contractor must pay when due all claims arising out of performance of the Work covered by this Agreement for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City,

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against payment due from City to Contractor, or against any payment or performance bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Agreement, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.8 **FINANCIAL RECORDKEEPING AND CITY'S AUDIT RIGHT**

8.8.1 Records for all Agreements between City and Contractor must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any City's representative or any outside representative engaged by City for the purpose of examining such records. City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of five years after Final Payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.

8.8.2 Contractor's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to City or the Project in connection with Contractor's dealings with City or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

a. Compliance with Agreement requirements for deliverables;

b. Compliance with approved Plans and Specifications;

c. Compliance with § 14.9 below;

d. Compliance with Agreement provisions regarding the pricing of Change Orders;

e. Accuracy of Contractor representations regarding the pricing of invoices; or

f. Accuracy of Contractor representations related to claims submitted by

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Contractor or any of their employees.

8.8.3 Contractor must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum agreements) have the same right to audit provisions contained in this Agreement included in their agreements with Contractor.

8.8.4 City's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to Contractor's facilities, must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.

8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to City (of any nature) by Contractor or Contractor's Subcontractors in excess of $100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of City's audit must be reimbursed to City by Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of City's findings to Contractor.

8.8.6 In addition to the normal paperwork documentation Contractor typically furnishes to City, Contractor agrees to furnish, upon written request from City, any of the documentation necessary for City to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as City may designate.

8.8.7 City, its authorized representative, and the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE AGREEMENT

9.1 **FIELD ORDERS**

City may authorize minor changes in the Work not involving an adjustment in the Agreement Price or the Agreement Times, which are consistent with the overall intent of the Agreement Documents. These may be accomplished by a written Field Order on the standard form approved and executed by City. Such Field Orders must be binding and Contractor must perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Agreement Price or Agreement Time, Contractor may make a claim therefor as provided in Section 7.2.

9.2 **EXTRA WORK/CHANGES IN THE WORK**

9.2.1 City reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Agreement as if originally incorporated herein.

9.2.2 In the event City and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the

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Agreement as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an item not provided for in the Agreement as awarded. If the Project Manager directs the Contractor to perform extra work, the Project Manager's instructions will include a price that the Contractor cannot exceed in charging the City for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the Contractor must promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work will be determined under Subsection 9.2.4 below. The Contractor is responsible to manage the extra work to ensure that the price limits set by the Project Manager are not exceeded. Contractor must perform the extra work and submit documentation for the actual cost of the extra work to the City. A Change Order will be issued to cover this work.

9.2.3 Contractor will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by City, has been executed by City. On all requests for Change Orders, Contractor must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by City before payment can be made to Contractor.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Agreement was awarded. The cost or credit to the City resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages) and will be determined, based on the type of pricing for the Agreement involved, as follows:

a. By mutual acceptance of a lump sum properly itemized in a form acceptable to City;

b. By unit prices stated in the Agreement Documents;

c. When the City determines that a Unit Price Book Job Order associated with a Job Order Agreement requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or

d. By actual cost and a percentage fee covering overhead and profit, as follows:

(i) Contractor will perform the extra work and be compensated for actual cost of labor, materials and equipment.

(ii) Contractor will have the right to add the fee percentage applicable to the Work under the Agreement, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of Contractor's charges for overhead, profit, administration and supervision.

(iii) Contractor or Subcontractor will have the right to add the fee percentage applicable to Work under the Agreement for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will

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not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self- performed extra work.

9.2.5 Any agreement which modifies the terms of the Agreement (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Agreement will have the same effect as if they had been included in the original Agreement.

9.3 **ACCURACY OF CHANGE ORDER PRICING INFORMATION**

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Agreement agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to City to support its Fixed Price, Unit Price, or Cost Plus Change Order Proposals or other Agreement Price adjustments under the Agreement. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Agreement with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: Contractor agrees that City, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor's records (during the Agreement period and up to three years after final payment is made on the Agreement) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. Contractor agrees that if City determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Agreement regarding pricing of Change Orders, an appropriate Agreement Price adjustment will be made. Such post-approval Contact Price adjustments will apply to all levels of contractors and Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

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9.4 **EMERGENCIES**

In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Agreement Price or Agreement Time resulting from emergency work will be determined as provided in this Section.

9.5 **DIFFERING SITE CONDITIONS**

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions. City will promptly investigate such conditions and, if City determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be entitled to equitable adjustment in the Agreement Price or Construction Schedule (and other time requirements), or both. If it is determined by City that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then City will so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after City has given notice of its decision. If City and Contractor cannot agree on an adjustment in the Agreement Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Agreement by the parties, Contractor may be entitled to a Change Order, in City's discretion, to the extent Contractor can document to the satisfaction of City that such change significantly increases Contractor's actual cost of performance of the Work.

SECTION 10 -SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

City may suspend the Agreement and Contractor's performance in accordance with MAG Specifications § 105.1 and 108.7.

10.2 **TERMINATION BY THE CITY FOR CAUSE**

10.2.1 MAG Specifications § 108.11 applies to the Agreement.

10.2.2 City may also terminate the Agreement if City determines, in its sole discretion that Contractor has:

a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;

b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;

c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

d. After prior written notice, repeatedly failed to comply with written directives from City;

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e. Is adjudged as bankrupt or insolvent;

f. Made a general assignment for the benefit of creditors;

g. Appointed a trustee or receiver for itself or any of its property;

h. Filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or

i. Otherwise breached a provision of the Agreement Documents or any other Agreement between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Agreement, without prejudice to any other rights or remedies of City, after giving Contractor and Contractors' surety, if any, 7 Days written notice of City's intent to terminate the Agreement and Contractor's failure to cure any such reasons. Upon such termination, City may: (1) take possession of the Site and of all materials thereon owned by Contractor; or (2) finish the Work by whatever reasonable method City may deem expedient. When City terminates the Agreement for one of the reasons state above, Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Agreement Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by City, such excess will be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor must pay the difference to City. This obligation for payment will survive termination of the Agreement.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Agreement at any time for its convenience upon 7 Days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City will pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

SECTION 11 -INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 After Agreement award, the Contractor must 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 may not be deemed to apply to required Worker's Compensation coverage.

11.1.2 The Contractor and any of its Subcontractors 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.

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

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11.1.4 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, or Subcontractors and the Contractor is free to purchase any additional insurance as may be determined necessary.

11.1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve 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.

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the Contractor must execute a written agreement 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.

11.2 **MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 The Contractor must provide coverage with limits of liability not less than those stated below.

11.2.1.1 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 insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

11.2.1.2 Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles. 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 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.

11.2.1.3 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 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.

11.2.1.4 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 Agreement Price and all subsequent modifications. The Contractor's Builders'

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Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' 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.

b. 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 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- Builders' Risk/Installation Floater insurance described herein.

c. 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.

d. 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.

e. 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.

f. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

h. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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11.2.1.5 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis. Contractor must maintain Pollution Liability Insurance with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of Contractor as described in this Agreement.

a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.

b. The policy must provide for protection again claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which Contractor is legally liable.

c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

d. Completed Operations Coverage must be kept in place for up to the statute of repose.

e. The policy must be endorsed to include the following additional insured language: "City, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor".

f. If Work under this Agreement requires the transportation of any hazardous material or regulated substances, Contractor must carry Auto Liability with a CA 9948 endorsement or equivalent.

g. If Work under this Agreement requires the disposal of any hazardous materials from the job site, Contractor must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate.

11.3 **ADDITIONAL POLICY PROVISIONS REQUIRED**

11.3.1 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.

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

11.3.3 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 will be in excess of the coverage provided by the Contractor and must not contribute to it.

11.3.4 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.

11.3.5 Coverage provided by the Contractor must not be limited to the liability assumed under the

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indemnification provisions of this Agreement.

11.3.6 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.

11.3.7 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 3 years following completion and acceptance of the Work. The Contractor 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 required Additional Insureds set forth herein.

11.3.8 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.

11.3.9 Insurance Cancellation During Agreement Term.

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

11.3.9.2 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 30 Days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 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 require notice, the Contractor or its insurance broker must notify the City of any cancellation, suspension, non-renewal of any insurance within 7 Days of receipt of insurers' notification to that effect.

11.3.10 City as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

11.3.10.1 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.

11.3.10.2 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.

11.4 BONDS AND OTHER PERFORMANCE SECURITY

11.4.1 After Agreement award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Agreement Price.

11.4.2 Each such bond must be executed by a surety company or companies holding a Certificate

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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.

11.4.3 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.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

11.4.5 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.

11.4.6 Personal or individual bonds are not acceptable.

11.4.7 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or Contractor's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, Contractor must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to City.

SECTION 12 - INDEMNIFICATION

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

SECTION 13 -DISPUTE RESOLUTION

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13.1 All disputes arising out of or relating to the Agreement, the Work or the Project, other than termination under Section 10, will be resolved pursuant to the Dispute Resolution process set forth in Appendix 6 of these General Conditions, and not pursuant to MAG Specifications § 110.

13.2 Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Agreement until such dispute is resolved.

13.3 Notwithstanding any other provision in this Agreement, City has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against Contractor if City determines that such action is necessary to protect its interests under the Agreement, to obtain specific performance of any provision of the Agreement, to advance the completion of the Project, or to protect health, welfare and safety.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 AGREEMENT DOCUMENTS

14.1.1 The Agreement Documents are intended to permit the parties to complete the Work and all obligations required by the Agreement Documents within the Agreement Times for the Agreement Price. The Agreement Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

14.1.2 It is the intent of the Agreement Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Agreement Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Agreement Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by Contractor whether or not specifically called for at no additional cost to City.

14.1.3 The Agreement Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Agreement Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Agreement award) when attached as an exhibit to the Agreement, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Agreement Drawings, as the same may be more specifically identified in the Agreement, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or City representative and Modifications issued after execution of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Agreement Documents.

14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Agreement, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Chandler Amendments to MAG Standard Specifications and Chandler Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Agreement, Federal Provisions prevail.

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14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and large scale drawings over small-scale drawings.

14.1.6 Clarifications and interpretations of the Agreement Documents will be issued by the Design Professional through the City.

14.1.7 The headings used in this Agreement or any other Agreement Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.

14.1.8 The Agreement Documents form the entire agreement between City and Contractor. No oral representations or other agreements have been made by the parties except as specifically stated in the Agreement Documents.

14.1.9 The Agreement Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.1.10 Re-Use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of City and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 **REFERENCE STANDARDS**

14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Agreement Documents.

14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties or responsibilities of City, Contractor, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Agreement Documents, nor will any such provision or instruction assign to City, Contractor, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Agreement Documents.

14.3 **COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW**

14.3.1 Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") must comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A).

14.3.2 A breach of the Contractor Immigration Warranty constitutes a material breach of this Agreement and subject to penalties up to and including termination of this Agreement.

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14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

14.3.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

14.4 **HAZARDOUS ENVIRONMENTAL CONDITIONS**

14.4.1 Contractor will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Agreement Document to be within the scope of the Work. Contractor will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

14.4.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition. Contractor must immediately:

a. Secure or otherwise isolate such condition;

b. Stop all Work in connection with such condition and in any area affected thereby; and

c. Notify City and promptly thereafter confirm such notice in writing.

14.4.3 City will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 Contractor will be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Agreement. Contractor will also be responsible for reimbursement to City for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, Contractor must post bond for the probationary period to ensure that all such costs are reimbursed to City. This responsibility will apply whether penalties are imposed directly on Contractor or any of its Subcontractors, or the City of Chandler. Contractor must defend and indemnify City against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

14.5 **COOPERATION AND FURTHER DOCUMENTATION**

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Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of the Agreement Documents.

14.6 **ASSIGNMENT**

Neither Contractor nor City will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Agreement Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Agreement.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Agreement Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 **LAWFUL PRESENCE**

Pursuant to A.R.S. §§ 1-501 and 1-502, City is prohibited 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 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.

14.9 **NO BOYCOTT OF ISRAEL CERTIFICATION**

By Contractor's signature on this Agreement, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Agreement will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Agreement Documents will be construed to give any rights or benefits in the Agreement Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Agreement Documents will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Agreement Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Agreement Documents will be deemed to be made under, and will 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 court action to enforce any provision of the Agreement or to obtain any remedy with respect hereto must be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.12 **SEVERABILITY**

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

14.13 **LEGAL REQUIREMENTS**

At all times relevant to its entry into this Agreement and performance of the Services and the Work, Contractor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Agreement, including, without limitation, those set

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forth on Exhibit C of the Agreement.

14.14 **PARTIAL INVALIDITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 **ATTORNEYS' FEES**

Should either party to the Agreement bring an action to enforce any provision of the Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14.16 **CONFLICT OF INTEREST**

14.16.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Agreement. Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of this Agreement. If Contractor gains financial or economic interest in the Project during the course of this Agreement, this may be grounds for terminating this Agreement. Any decision to terminate the Agreement must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Agreement of any present City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Agreement Modifications for this Agreement.

14.16.3 Contractor agrees that it will not perform services on this Project for a contractor, subcontractor, or any supplier, not covered under this Agreement.

14.17 **INDEPENDENT CONTRACTOR**

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

14.18 **NOTICE OF INJURY**

Should City or Contractor suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 **CONFIDENTIALITY**

Contractor, for the benefit of City, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site. Notwithstanding the foregoing, Contractor will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor must give City reasonably prompt notice of any disclosure or statement made pursuant to this provision.

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14.20 **DATA CONFIDENTIALITY**

14.20.1 As used in the Agreement, "data" means all information, whether written or verbal, including plans, specifications, renderings, 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 City in the performance of this Agreement.

14.20.2 Contractor agrees that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to City in connection with the Contractor's performance of this Agreement is confidential and proprietary information belonging to City.

14.20.3 Except as specifically provided in this Agreement, Contractor or its Subcontractors must not divulge data to any third party without prior written consent of City. Contractor or its Subcontractors must not use data for any purposes except to perform Work required under this Agreement. These prohibitions will not apply to the following data provided Contractor has first given the required notice to City:

a. Data which was known to Contractor or its Subcontractors prior to its performance under this Agreement unless such data was acquired in connection with Work performed for City;

b. Data which was acquired by Contractor or its Subcontractors in its performance under this Agreement and which was disclosed to Contractor or its Subcontractors by a third party, who to the best of Contractor's or its Subcontractor's knowledge and belief, had the legal right to make such disclosure and 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.

14.20.4 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 agreement with City, the Contractor must first notify City as set forth in this Section of the request or demand for the data. The Contractor or its Subcontractors 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.

14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by City, the Contractor must promptly deliver, as set forth in this Section, a copy of all data to City. All data will continue to be subject to the confidentiality agreements of this Agreement.

14.20.6 Contractor or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate City if any of the provisions of this Section are violated by Contractor, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this

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Agreement without notice.

14.21 **SURVIVAL**

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

14.22 **COVENANTS 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 City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, City will have the right to annul the 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.

14.23 **NO WAIVER**

The failure of either party to enforce any of the provisions of the Agreement Documents 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 will it affect the validity of the Agreement Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.24 **NONEXCLUSIVE REMEDIES**

The remedies set forth in this Agreement are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 **PROJECT COMMUNICATIONS**

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Agreement. City may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Agreement or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Agreement Documents requires Contractor or the Design Professional to give written notice to City, it will be deemed to have been validly given if delivered in person or if delivered at or sent by registered or certified mail, postage prepaid, to the Parties indicated in Agreement Article 1, incorporated by reference.

14.25.4 When any provisions of the Agreement Documents requires City, Project Manager, or the Design Professional to give written notice to Contractor, it will be deemed to have been validly given if delivered in person to the person designated in the Agreement Documents as Contractor's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to Contractor at the last address in the Agreement Documents or such substitute address which Contractor designates in writing, or to the business address known to the giver of notice.

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14.26 **DRUG FREE WORKPLACE PROGRAM**

14.26.1 City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with City, to ensure the safety and health of employees working on City projects.

14.26.2 Contractor must require a drug free workplace for all employees working under the Agreement. Specifically, all employees of Contractor who are working under an agreement with City must be notified, in writing, by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the City's policy may result in termination of the Agreement and possible debarment form bidding on future City projects.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS

15.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 apply to GMP and Cost-Based Agreements, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –
A breakdown and estimate of the scope of the Project developed by CM@Risk pursuant to Section 17.5 of these General Conditions.

CM@Risk or Construction Manager at Risk –
The person or firm selected by City to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Agreement with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Agreements.

CM@Risk Fee or Contractor's Fee –
An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Agreement Documents –
Where compensation under the Agreement is based upon a GMP accepted by City, the term "Agreement Documents" also includes the accepted GMP Proposal.

Agreement Price –
Where compensation under the Agreement based upon a GMP accepted by City, the term "Agreement Price" refers to the GMP.

Cost-Based Agreement, Change Order, or Job Order –
A Agreement, Change Order, or Job Order where the Agreement Price is based upon the actual cost of performing the Work, subject to the terms of the Agreement Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –
The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these

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General Conditions.

Deliverables –
The work products prepared by Contractor in performing the scope of work described in the Agreement. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate City's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Agreement or required by the Project Team.

Pre-Construction Services Agreement –
The Agreement entered into between City and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

Pre-Construction Services –
The services to be provided under the Pre-Construction Services Agreement, including Section 17 of these General Conditions.

Detailed Project Schedule –
The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –
Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –
The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal –
The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –
The Guaranteed Maximum Price set forth in the Agreement, Change Order, or Job Order if applicable.

15.2 **AGREEMENT PRICE**

15.2.1 The Agreement Price for all Agreements, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by City, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Agreement, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Agreement Price may only be changed as set forth in Section 9 above.

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15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by City or may be charged against the Agreement Price. All other costs will not be paid by City and will not be chargeable against the Agreement Price.

15.2.4 Cost-Based Agreements. For Agreements, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 **ALLOWANCES**

15.3.1 Contractor must include in the Agreement Price all Allowances stated in the Agreement Documents and agreed to in writing by City. Items covered by these Allowances must be supplied for such amounts and by such persons as City may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection. Materials, labor, and equipment under an Allowance will be selected by City in accordance with a schedule to be mutually agreed upon by City, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

15.3.2 Unless otherwise provided in the Agreement Documents:

15.3.2.1 These Allowances must cover the cost to Contractor, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

15.3.2.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Agreement Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Agreement Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 **CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the City.

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) agreement default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular

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item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the GMP.

15.4.2 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the City (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. City will provide CM@Risk with a Work Change Directive authorizing CM@Risk to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs will be in an amount mutually agreed upon by CM@Risk and City or will be documented by CM@Risk on a time and materials basis and are subject to verification by City. Any amount not used in the Owner's Contingency will belong to the City and will reduce the GMP.

15.5 **REDUCTION IN RETENTION**

If the Agreement Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Agreement.

15.6 **FINAL PAYMENT**

If the Agreement Price is based upon a GMP, as a further condition precedent to Final Payment by City, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. Disputes relating to the Final Cost of the Work will be subject to City's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 **OPEN BOOK**

On any GMP-based or Cost-Based Agreement, Job Order, or Change Order, City may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 **DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS**

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered

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or granted by City to the extent such actual, documented costs are justified.

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER AGREEMENTS (JOC)

16.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Sections 2 and below will apply to all Job Order Agreements and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Agreement –
Includes the Job Order Master Agreement and Job Order Project Agreements issued and agreed to by City and JOC Contractor.

JOC Contractor's Coefficient –
A numerical factor that represents JOC Contractor total costs (indirect and direct costs, sales tax, profit, etc.) and other adjustments for market conditions.

Job Order Request for Proposal (RFP) –
The Request for Proposals issued by City for each Job Order Project Agreement relating to a specific Project.

Job Order Cost Proposal –
The Proposal submitted by JOC Contractor in response to a Job Order Request for Proposal (RFP) issued by City to develop a Job Order Project Agreement for a specific Project.

Guaranteed Maximum Price (GMP) Job Order –
Job Order under which JOC Contractor is compensated for actual costs incurred.

Job Order Project Agreement (Job Order) –
The agreement for a specific project, as it may be modified by all Change Orders, executed by the Parties, which incorporates the terms and conditions of the Job Order Master Agreement.

16.2 **ORDERING AND PROCESSING PROCEDURES FOR JOB ORDERS**

16.2.1 The process for developing and issuing a Job Order for a particular Project consists of three (3) procedures: (1) issuance of a RFP by City; (2) JOC Contractor's response to the RFP in the form of JOC Contractor's Job Order Cost Proposal; and (3) Issuance of a Job Order by City, as set for below.

16.2.2 RFP's For Job Orders

16.2.2.1 City will provide to JOC Contractor RFP with a Scope of Work (SOW) describing the Work to be performed, which may include special instructions and conditions, material submittal requirements, and, if applicable, a complete set of sketches, construction drawings and specifications for the Job Order.

16.2.2.2 Some Job Order RFP's will be issued by City without detailed sketches, drawing and specifications and will rely on JOC Contractor to produce them for City review and approval and is considered to be Pre-Construction and incidental design services included in JOC Contractor's overhead for GMP Job Orders. In addition JOC Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

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16.2.3 JOC Contractor's Job Order Cost Proposal

16.2.3.1 JOC Contractor must respond within ten (10) calendar days of the RFP date or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting JOC Contractor's Job Order Cost Proposal to the City representative.

16.2.3.2 Unless otherwise required under the terms of the RFP, JOC Contractor's Job Order Cost Proposal must include the following.

a. JOC Contractor's Job Order Cost Proposal in PDF and electronic format;

b. A Project Schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g., permits, submittals, ordering materials, demolition, work phases, closeout and completion date); and

c. Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the Work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent Project Managers with five or more periods experience in their respective trade.

16.2.3.3 JOC Contractor must select Subcontractors based on qualifications alone or on a combination of qualifications and price and must not select Subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or two-step selection. In a two-step selection, the first step must be based on qualifications alone and the second step may be based or a combination of qualifications and price or on price alone.

16.2.3.4 Upon request, JOC Contractor must provide City with copies of Subcontractor quotes and the basis for selection of each Subcontractor.

16.2.3.5 If City objects to a selected Subcontractor, City will make the objection and the reasons for the objection known to the JOC Contractor. JOC Contractor must then present an acceptable Subcontractor for the applicable discipline. City will not unreasonably object to or withhold approval of a Subcontractor.

16.2.3.6 For self-performed work, the City retains the right to have the JOC Contractor establish JOC Contractor's costs by bidding their costs against at least three (3) other interested trade Contractors. No self- performed work will be allowed to be performed on a lump sum basis.

16.2.4 Issuance of Job Order

16.2.4.1 City Representative will compare the JOC Contractor's Job Order Cost Proposal with the City's estimate, schedules and other requirements, and then, if the City Representative determines it is in the best interest of City, arrange a meeting with JOC Contractor, at which time the JOC Contractor's Job Order Cost Proposal will be discussed and negotiated.

16.2.4.2 If the City Representative determines that it is in the best interest of the City, City will then issue a Job Order to JOC Contractor for execution.

16.2.4.3 Specific Job Orders may vary, but unless agreed to by City in writing otherwise, the content

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of Job Orders under the Agreement will generally be as follow, all of which will be signed and/or initialed by JOC Contractor's designated representative:

a. The description of the Scope of the Work and Project Schedule (attached as Exhibit A to the Job Order);

b. The address or location of the Work;

c. The Agreement Price for Work (Construction) included in the Project (attached as Exhibit B to the Job Order);

d. The name of the JOC Contractor representative for the Project;

e. The Drawings and Specifications for the Project;

f. If any shop drawings, project date and/or samples are required for the Job Order, the date for delivery of each required item (included in the Project Schedule, Exhibit A to the Job order); and

g. Project Specific Provisions, if any, in Exhibit A to the Job Order, including, without limitation, whether any of the following are required: Pre-Construction Conference, weekly progress meetings, field office, storage enclosure, materials and equipment handling facility, submittals, shop drawings, product data, equipment list, samples, project manual, schedule of values, Construction progress schedule, narrative reports, progress report, progress charts, progress photographs, materials status report, Construction diagram, Construction status report, operation and maintenance data, operating maintenance instructions and parts list, and as-build drawings.

16.2.5 Job Order Intent. Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used must be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed date, and the award date established therein, will be deemed an integral part of the Job Order the same as if set forth therein.

16.3 **INCIDENTAL DESIGN SERVICES**

16.3.1 This effort includes all "extensions of design" for systems that are typically specified in a performance oriented manner by consultants and designers. Examples include: fire sprinkler systems, fire alarm and sprinkler systems, DDC controls, control systems, prefabricated metal building and similar situations. These designs are normally provided under submittals as a shop drawing with engineering backup and as appropriate, seals of registered engineers specializing in the particular system.

16.3.2 Incidental design includes all documents, sketches, schematic diagrams, floor plan layouts, equipment schedules and other documents produced by the JOC Contractor to define the work required for projects that the City does not develop formal or abbreviated designs requiring a seal by a registered engineer. Incidental design does not include preparation of designs requiring an architect or engineer seal.

16.3.3 JOC Contractor represents, covenants, and agrees, and contractually assumes the obligation to furnish, all of the required Design Services through properly licensed and

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experienced Design Professionals in complete accordance with all of the duties imposed on a Design Professional under the Agreement Documents, Laws, Regulations, or Legal Requirements, and the common law.

16.3.4 All Design Documents (and all other Project-related documents, models, computer drawings and other electronic expression, photographs and other expressions CADD, and BIM files and images included) that JOC Contractor and/or JOC Contractor's Design Professional(s) prepare in connection with a Job Order and the copyrights therein (collectively, the "Instruments of Service") will be the property of City. JOC Contractor covenants and agrees to execute any additional document reasonably requested by City to confirm such assignment without any additional compensation.

16.4 **CONSTRUCTION SERVICES**

16.4.1 The following subsections of this Section 16.4 set forth requirements beyond those set forth in Section 4 above which apply to Construction Services performed under a Job Order.

16.4.2 JOC Contractor must perform the Work using only those firms, team members and individuals designated by JOC Contractor consistent with each Job Order or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

16.4.3 Construction Phasing

16.4.3.1 City use of the facilities is anticipated while the Work is being performed. The Work must be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

16.4.3.2 If applicable, furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls must be moved by JOC Contractor, protected from damage and replaced to the original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by City. Incidental costs associated with moving one-piece furnishings up to approximately 150 pounds to perform such tasks as painting, carpet or tile replacement, etc., are considered a general cost of building renovation and must be included in the JOC Contractor's Coefficient. Costs for large scale or wholesale removal and replacement of large quantities of desks or modular workstations, copiers, multiple full file cabinets, etc. to another location or storage outside the work space, or disassembly and reassembly of modular furniture is not considered part of the JOC Contractor's Coefficient and will be priced separately.

16.4.3.3 The work must, so far as practicable, be done in definite sections or divisions and confined to limited areas which must be completed before work in other sections or divisions are begun.

16.4.4 Work Site Conflicts. In the event of a conflict between JOC Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other Agreements, City will decide to dispute and that decision will be final.

16.4.5 Ownership of Work Product. Work Product prepared or otherwise created in connection

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with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. §101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, JOC Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

16.5 **OPTIONAL LIQUIDATED DAMAGES**

16.5.1 Specific Job Orders. City will have the right to assess liquidated damages in relation to any specific JOC Project Agreement as set forth below.

16.5.2 Substantial Completion Liquidated Damages. JOC Contractor acknowledges and agrees that if JOC Contractor fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and JOC Contractor agree that if JOC Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

16.5.3 Final Acceptance Liquidated Damages. For the same reasons set forth in Section 16.5.2 above, City and JOC Contractor further agree that if JOC Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under any specific JOC Project Agreement.

16.5.4 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 may apply to any specific JOC Project Agreement.

16.5.5 City may deduct liquidated damages assessed pursuant to this Section 16.5 from any unpaid amounts then or thereafter due JOC Contractor under the Agreement or any specific JOC Project Agreement between JOC Contractor and City. Any liquidated damages not so deducted from any unpaid amounts due JOC Contractor must be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable to JOC Contractor.

16.6 **PERFORMANCE MEASUREMENT**

16.6.1 Performance Assessment. After the Final Acceptance of Work under each Job Order, City will complete a written evaluation of the performance of JOC Contractor on the Job Order.

16.6.2 Consideration in Assignment of Work. JOC Contractor's record of cost, schedule and quality performance and comparative assessments will be significant considerations in City's determination whether to award future Job Orders. JOC Contractor agrees that any determination by City not to not award future Job Orders or Option periods based on performance will be at the sole discretion of City.

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SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

17.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services Agreements.

17.2 GENERAL

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CM@Risk must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CM@Risk must provide to City and Design Professional a written evaluation of City's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CM@Risk must prepare a Baseline Cost Model that validates City's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. City and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CM@Risk must attend Project Team meetings, which may include, but are not limited to, bi- weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CM@Risk attendance at design or other meetings in which CM@Risk is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CM@Risk Agreement for default.

17.2.4 CM@Risk must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk must promptly notify City in writing whenever CM@Risk determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Agreement Time for the Work, to the extent such as established.

17.2.5 CM@Risk when requested by City, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CM@Risk must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

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17.2.6 Ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or material, in whatever form created (e.g., electronic or printed) and in all media now know or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C.
§101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

17.2.7 CM@Risk represents to City in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CM@Risk does not assume any design responsibilities unless specifically called for in the scope of work, but CM@Risk will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CM@Risk must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by City. CM@Risk must use scheduling software acceptable to City to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, City may require CM@Risk to prepare a "resource loaded" schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CM@Risk must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

17.3.2 CM@Risk must include and integrate in the Detailed Project Schedule the services and activities required of City, Design Professional and CM@Risk including all construction phase activities based on the input received from City and the Design Professional. The Detailed Project Schedule must define activities as determined by City to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by City. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings

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and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by City, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CM@Risk must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk must provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CM@Risk must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and City approves, CM@Risk must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CM@Risk must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule

17.3.6 Equipment Plan. Contractor must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CM@Risk or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to City and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

17.4 **DESIGN DOCUMENT REVIEWS**

17.4.1 CM@Risk must evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.

17.4.2 CM@Risk must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. These additional

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investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by City and copies of the reports will be provided to CM@Risk.

17.4.3 CM@Risk must meet with the Project Team as required to review designs during their development. CM@Risk must familiarize itself with the evolving documents through pre- construction. CM@Risk must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CM@Risk must use established value analysis principles in recommending cost effective alternatives.

17.4.4 CM@Risk must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

17.4.4.1 CM@Risk must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing City systems and maintains traffic on adjacent roadways. CM@Risk must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.

17.4.4.2 CM@Risk must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.

17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CM@Risk must meet with Project Team to discuss any findings and review reports.

17.4.4.4 CM@Risk's reviews must be from a Contractor's perspective, and though it will serve to eliminate/reduce the number of RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CM@Risk.

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17.4.5 It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CM@Risk in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. City, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CM@Risk suggested alternatives into the Drawings and Specifications. CM@Risk must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and City's approval prior to the establishment of the GMP.

17.5 **BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

17.5.1 At the conclusion of the Master Planning and Programming, if required, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City. Once approved by City, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by City prior to the start of construction. It is the responsibility of CM@Risk to ensure City has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Agreement Time. The Project Detailed Cost Estimate will be the best representation from CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CM@Risk must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CM@Risk's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by City.

17.5.2 After receipt of the Design Professional's most current documents from certain specified pre- construction milestones, CM@Risk must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are:

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Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, City will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CM@Risk must provide the requested information in a timely manner.

17.5.3 If at any point the Detailed Cost Estimate submitted to City exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CM@Risk must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.

17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CM@Risk must also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CM@Risk's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.

17.5.5 CM@Risk is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

17.5.6 Upon request by City, CM@Risk must submit to City a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CM@Risk during the design and construction phases. In addition, if requested by City and based on information provided by City, CM@Risk must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist City in the financing process.

17.5.7 Construction Water. CM@Risk must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by City.

17.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CM@Risk. In any case, CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of

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Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CM@Risk must comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.

17.6.2 City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CM@Risk can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CM@Risk will be billed in accordance with the GMP for actual costs and may be subject to audit by City.

17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.

17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by City, CM@Risk must apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide City with its review and recommendations.

17.6.2.3 CM@Risk must receive written City approval for each selected Subcontractor(s) and Supplier(s).

17.6.2.4 CM@Risk must negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

17.6.3 All Work must be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 17.6.2 above.

17.6.3.1 CM@Risk must develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by City to submit less than three names. Without prior written notice to City, no change in the recommended Subcontractors/Supplies will be allowed.

17.6.3.2 If City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CM@Risk must nominate a substitute Subcontractor/Supplier that is acceptable to City.

17.6.3.3 CM@Risk must distribute Drawings and Specifications, and when appropriate, conduct a Pre- Bid Conference with prospective Subcontractors and Suppliers.

17.6.3.4 If CM@Risk desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and City concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CM@Risk may be authorized to self-perform Work without bidding or rebidding the Work. When CM@Risk self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by City.

17.6.3.5 CM@Risk must receive, open, record and evaluate the bids; provided, however, that if CM@Risk or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager

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instead of CM@Risk. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids must be done with Project Manager in attendance to observe and witness the process. CM@Risk must resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CM@Risk will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CM@Risk must prepare a report for City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report must detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CM@Risk intends to self-perform, if any.

17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CM@Risk must submit a summary report to City of the entire Subcontractor/Supplier selection process. The report must indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

17.6.5 The approved Subcontractors/Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, City objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CM@Risk must nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by City, CM@Risk's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs form any such substitution.

17.7 **GMP PROPOSAL**

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. City will not approve the GMP for the phase of work without a total estimate for the complete Project. City may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CM@Risk must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CM@Risk Fee, and General Conditions Cost. CM@Risk guarantees to complete the Project at or less than

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the final GMP Proposal amount plus approved Change Orders. CM@Risk will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.

17.7.3 CM@Risk must prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. CM@Risk must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CM@Risk must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.

17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.

17.7.5 GMP Proposals(s) Review and Approval

17.7.5.1 CM@Risk must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CM@Risk must make adjustments as necessary to the GMP Proposal.

17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, City may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CM@Risk. CM@Risk must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.

17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by City, as deemed appropriate by City, including, without limitation, any based upon unit prices or Work to be self- performed by CM@Risk, or its affiliates.

17.8 **PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES**

17.8.1 Requests for monthly payments by CM@Risk for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.

17.8.2 In no event will City pay more than seventy-five (75%) of the Agreement Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Agreement for the entire Project by City Council. If CM@Risk does not prepare a

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GMP Proposal that is acceptable to City, or the GMP Proposal exceeds the City's Construction Budget, then CM@Risk understands and acknowledges that it will forfeit any right to receive the 25% of the Agreement Price being retained by City.

17.8.3 CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of City during the progress of any portion of Pre-Construction Services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of City of any of their respective legal rights herein.

17.8.4 No compensation to CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.5 If any service(s) executed by CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CM@Risk, CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES AGREEMENT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

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SECTION 15 – APPENDICES

The following Appendices attached hereto are referenced in the General Conditions and are incorporated herein.

Appendix 1 – Policy Statement for Calculating Delays and Damages
Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Agreements
Appendix 3 – Contractor's Affidavit Regarding Settlement of Claims
Appendix 4 – Forms of Performance Bond
Appendix 5 – Forms of Payment Bond
Appendix 6 – Dispute Resolution
Appendix 7 – Certificate of Completion
Appendix 8 – Construction Sign Detail
Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)
Appendix 10 Landscape Establishment Period

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CALCULATING DELAYS AND DAMAGES

The purpose of this policy statement is to establish guidelines and procedures for negotiation between the Contractor and City of Chandler relating to compensation for delays pursuant to Arizona Revised Statutes (A.R.S.) 34-221(F). This policy statement contains notice requirements in addition to those set forth in the Agreement Documents, and will be the Agreement Provision contemplated by that statute.

NOTE: As used herein, the term "Engineer" will refer to the City of Chandler City Engineer or his/her designated representative. Nothing in this Policy Statement will be construed to void any provision in the Agreement which requires timely notice of delays or provides for arbitration or any other procedure for settlement or provides for liquidated damages.

I. TYPES OF DELAYS:

For the purposes of this document, there are essentially four types of delays encountered by City of Chandler Construction Contractors; excusable/compensable, excusable/non-compensable, non- excusable, and concurrent. Only delays that extend Agreement Completion Time set forth in the Agreement Document will be considered for issues relating to Agreement extensions or additional compensation. All other delays are considered to be activity delays and do not entitle the Contractor to either time extensions or additional compensation. Agreement Completion Time will be defined as the date set forth in Maricopa Association of Governments (MAG) Uniform Standard Specification Section 101 and as may be modified by the Agreement Documents.

A. Excusable/Compensable:

These are delays caused solely by the City's actions or inactions, are unreasonable under the circumstances, and which were not within the contemplation of the parties to the Agreement at or prior to the time of execution of the Agreement. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both Agreement time extensions and additional compensation for delay damages. Further, he/she may be entitled to additional compensation from the impact of that delay on other work. Examples of excusable/compensable (E/C) delays include: failure to properly locate an underground City-owned utility within 2 feet of the actual location; failure to relocate City-owned utilities far enough in advance of construction in an area where the Contractor is scheduled to work that it delays start or completion of the Contractor's regularly scheduled work; failure to provide City-furnished equipment or materials in a timely manner if required by the Agreement; failure to acquire necessary Right-of-Way or Public Utility Easements prior to the Contractor beginning Work in the area; failure to timely return Shop Drawings or other Agreement Submittals in accordance with the Agreement; unreasonable delay by the City in making decisions which affect critical activities; surveying errors when the City is contractually responsible for providing Project Surveying. This list is not meant to be all inclusive, but is intended merely as examples of the type of City action or inaction which can result in a Contractor's claim for additional time and compensation.

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B. Excusable/Non-compensable:

These are delays over which neither the City nor the Contractor had control. Since both parties to the Agreement have been potentially damaged by the delay, but neither have caused it, only Time Extensions are warranted. Examples of excusable, non-compensable (E/N) delays include: unusually severe weather; fire; acts of God; failure of non-City owned utilities (SRP, CenturyLink, Cable TV, Southern Pacific Railroad, and Southwest Gas, etc.) to properly or timely locate accurately; failure of non-City owned utilities to relocate in advance of construction; the voluntary or involuntary filing for Bankruptcy protection by a Supplier or Subcontractor which causes the Supplier/Subcontractor to fail to meet a contractual deadline provided the Contractor can provide documentation that he/she executed the required Purchase Orders/Subcontract Agreements and received delivery schedules which, if met, would have eliminated the delay; delays as a result of an incomplete shutdown of a City or non-City owned utility main (the City does not guarantee a complete shutdown). This list also is not necessarily all inclusive but merely indicative of type and class of E/N delays.

C. Non-excusable/Non-compensable:

These are delays caused by the actions or inactions of Contractor or an officer, employee, agent, Subcontractor, Supplier or any other party for whom the Contractor is responsible. Since the Contractor has assumed responsibility for the risks associated with the events that caused the delay, he/she are not entitled to either time extensions or monetary delay damages. All non-excusable delays are also non-compensable. Examples of non- excusable, non-compensable (N/N) delays include: failure to perform by the Contractor, its Subcontractors and/or Suppliers (except as noted in section I.B above); failure to provide adequate labor, materials, and/or equipment on the Project; failure to perform contractually-required coordination with utilities, agencies and other Contractors; failure to notify the Engineer, in writing, of delay impacts within two working days, as required by MAG 104.2.3, or the next work day, as required by MAG 109.8.2; failure to timely submit Shop Drawings; failure to pothole or otherwise visually locate utilities sufficiently ahead of the Work to allow the Engineer to direct corrective action when necessary; delays due to retesting of previously failed work, re-inspection, and/or restaking resulting from faulty workmanship, poor quality control, or lack of compliance with Agreement Specifications. Again, this list is not necessarily all inclusive.

D. Concurrent:

When two or more delays occur simultaneously or overlap, each delay is analyzed separately to determine its impact on the overall project completion date based on when that delay started. Once again, only those delays which actually extend the Agreement completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs the delay to the Agreement Completion Time beyond the date that the one it is concurrent with had already delayed that date. For example, if two delays are concurrent, and one is five days long and the second is seven days long, the second concurrent delay will only extend the Agreement Completion Time by two days. The same method of analysis is

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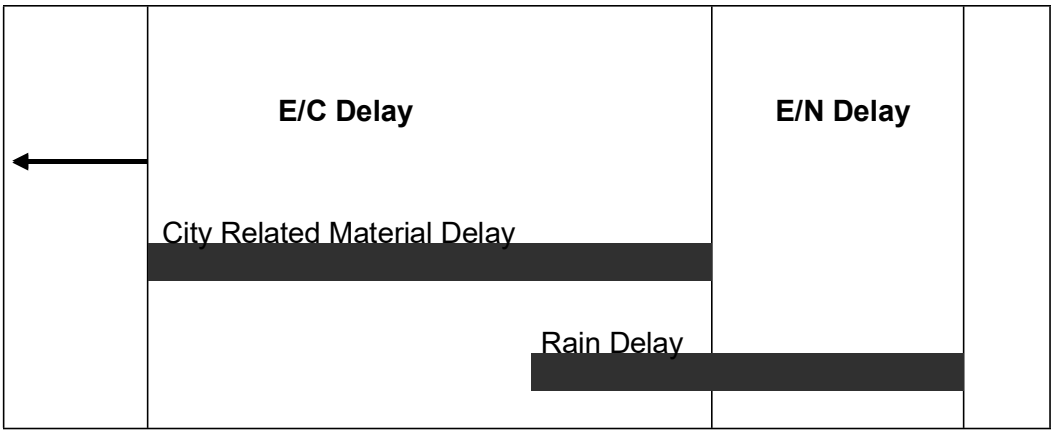
used when there are multiple concurrent delays. Only those extending the Project Completion Date are considered to be delays for the purposes of this policy. The portion of each concurrent delay that delays the completion of the work is classified in the same manner as described previously for individual delays and being either E/C, E/N or N/N.

An example of a concurrent delay is where the City delays furnishing material, but the Contractor could not have installed it anyway due to unusually severe weather. The effect of the first delaying activity will extend for the full duration and will be considered controlling on the Contractor's schedule. A subsequent, concurrent delay will thereafter only be considered to effect the project completion (if at all) once the first delaying activity has ceased to impact the project completion. In this case, if the unusually severe weather continued and delayed the work after the material was delivered, the first portion of the delay would be classified E/C (delay for material) and the second as E/N (delay due to unusually severe weather). Using the procedure set forth above, the entire concurrent portion would be considered E/C as shown in the chart which follows.

Example of a Concurrent Delay:



II. ANALYZING THE DELAY:

The Contractor must provide all documents required or requested by the Engineer to analyze the delay(s). It is important to understand that, prior to the delay analysis, delays and their impacts are alleged issues. The information the Contractor provides will be compared with the Inspector's Daily Log, Schedules and other available Project information and together they will support or refute that delays occurred and, if so, how they impact other work and the overall project completion. The Contractor's delay in providing these documents will be considered prima facie evidence that either the delay did not occur or it did not impact the Project Completion Date and any claim for time extension or damages will be denied.

The Engineer will accept delay analyses in CPM format, as these may demonstrate to his/her satisfaction whether or not Project Completion has been impacted by a specific event. If the Contractor chooses not to use CPM scheduling procedures, then the burden will be on the Contractor to prove to the Engineer's satisfaction that the Project Completion has been impacted. The procedures

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below assume that the Contractor is using CPM scheduling methods. As a minimum the Contractor must provide the following materials to the Engineer:

A. As-Planned Schedule. The initial construction schedule, required by the Agreement Documents, will be considered the baseline schedule. It is to the Contractor's advantage that the As-Planned (baseline) Schedule be as detailed as possible in order for delays, as they occur, to be incorporated into the schedule in representative locations. It is also to the Contractor's advantage to use a computer software program to generate the schedule since updated schedules are required monthly by the Agreement Documents and since updated schedules are required to support delays and requests for additional compensation for delays. The As-Planned (baseline) Schedule must be presented in network format which clearly shows the interrelationships of the activities. The Contractor must also provide a printout of the activities showing early start, early finish, late start, late finish, duration and float. The activity list printout must also indicate predecessor and successor activities.

B. As-Built Schedules. The as planned (baseline) schedule must be updated with complete progress-to-date information (actualized) up to the date of the start of the alleged delay. Each updated schedule will serve as the as-built schedule for analyzing the alleged delay and provide a new baseline as-planned schedule for the next delay. This process must be repeated for each alleged delay as it occurs. In updating the baseline schedule, the alleged delay must be treated as an activity and inserted into the schedule as a predecessor to the impacted activity (ies). When an activity that has already started is impacted, it is preferable to divide this activity into two parts and show the impact affecting the second part. For schedules which incorporate a time line (or data date), the delay activity must be inserted at the time it actually occurred. Some software scheduling programs have a PAUSE-RESUME feature that can be used to facilitate the requirements. The updated schedule must also be accompanied by a listing of activities as with the baseline schedule. This activities list must contain the alleged delay as an activity showing the duration and the activities which are predecessors and successors to it. When computer generated schedules are used, the Contractor must provide, in electronic media format, the complete data files for the updated schedule that included the delay activity, preferably either in Suretrak or in Microsoft Project. Each electronic media must contain a label identifying the Project name, Contractor's name, program name and version number, data date and project finish date.

C. Other Documents: In order to determine the amount of the alleged delay and if it is compensable, the Contractor must provide all backup documentation relevant to the issue and as required by the Engineer. This documentation must include copies of such items as: purchase orders; delivery schedules; correspondence; memoranda of telephone calls; force account daily worksheets (initialed by the Inspector); payroll data; estimating (bid) worksheets; and any other materials which may be requested by the Engineer.

D. Procedure: Only after receipt of sufficient documentation will the Engineer analyze each alleged delay and determine if it is supported or refuted. If supported, the Engineer will determine if it is excusable or non-excusable, compensable or non-

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compensable. If the Engineer determines that the delay did not affect the Project Completion, the as-planned schedule, which has been updated to the date of the alleged delay, must be revised to indicate this. If the Engineer determines the delay did occur but was N/N, then no time extension will be granted. It is imperative that an actualized schedule be submitted as soon as the occurrence of the alleged delay is known. In no event will the Contractor submit an actualized updated schedule later than 60 days after the occurrence of the alleged delay becomes known.

If the Engineer determines the delay did occur and was excusable but, due to a reason listed in section I.B. is non-compensable, he/she will determine the length of the E/N delay and prepare a Change Order to add that time to the Agreement. The Engineer's decision will be final.

If the Engineer determines the delay was excusable and compensable, he/she will determine the length of the E/C delay and proceed to review the Contractor's damage calculations in accordance with Section III. The Engineer will check the Contractor's calculations, review the backup documentation provided, and prepare a Change Order to cover both the additional compensation and the time extension. The Engineer's decision on both the time extension and additional compensation for the delay will be final.

If the issue involves a concurrent delay, the Engineer will analyze available data to determine the portions which are E/C, E/N, and/or N/N as described above. The Engineer will proceed to determine the length of E/C delay and verify the Contractor's delay damage calculations, if any are provided. Upon completion of this review, the Engineer will prepare a Change Order for the Contractor's review and signature. The Engineer's decision regarding excusable delay and additional compensation for the delay is final.

The amount of time the Engineer will require to analyze the alleged delay(s) will depend upon the Engineer's workload, the complexity of the delay analysis, availability of supporting data, extent of cooperation by the Contractor, and other factors beyond the Engineer's control. It is entirely possible other delay(s) may occur while the Engineer is analyzing particular claim for delay(s). The Engineer's failure to respond to the Contractor in a set period of time will not be used as the basis for a further delay claim or as justification for extending and existing delay claim. The time required for delay analysis by the Engineer will not be counted against the time allotted for processing Final Payment as required by (MAG Section 109.7(B)) or the release of retention and Final Payment as prescribed by A.R.S. Arizona Revised Statutes §34-221.

III. CALCULATING MONETARY DELAY DAMAGES:

Additional compensation for delay, when authorized by the Engineer, will be calculated in accordance with MAG Section 109.5 ACTUAL COST WORK with the following exceptions:

A. No additional compensation or other monetary damages will be awarded or paid for any loss of anticipated profits by the Contractor, Subcontractors or Suppliers.

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B. No additional compensation or other monetary damages will be awarded for home office overhead or non-project general conditions of the Contractor, Subcontractors or Suppliers.

C. Equipment:

1. Contractor-owned equipment rate calculations must be computed in accordance with Section 109.04(D)(3), Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 or latest edition and as modified herein. Year and regional adjustment factors must be based on the most recent publications of the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide-Book Company, San Jose, CA, same as provided by ADOT and in print as of the date of alleged delay. In no event will the compensation for Contractor-owned equipment exceed the purchase price, including tax, paid by the Contractor for the equipment. Compensation will not be allowed for small tools or equipment that show a daily equipment rental rate of less than $5.00 per day or for unlisted equipment that has a value of less than for hundred dollars ($400.00).
2. For leased and rented equipment or equipment not otherwise listed in the Blue Book, rental contracts, or other supporting data will be used to establish the hourly rate. No hourly operating expense will be allowed for delay on standby equipment. In no case will equipment be considered for rental which exceeds the hourly rate for the first eight hours and the daily rate divided by eight for all additional hours as compared with similar equipment listed in the Blue Book. The hourly standby rate must be computed as the lesser of:

    a. Dividing the monthly invoice or rental value by 176 hours per month when the equipment is utilized by the Contractor for more than three weeks;

    b. Dividing the monthly invoice or rental value by 40 hours per week when the equipment is utilized by the Contractor for more than three days.

    In no event will compensation be paid for delay at more than 8 hours per day or 40 hours per week.

3. Except for vehicles used by supervisory personnel, all equipment will be paid at the "standby" rate during the delay period.

4. Equipment brought solely to mitigate the delay (such as pumps, light plants, etc.) may be paid in accordance with ADOT section 109.04(D) (3).

5. The Blue Book regional adjustment will apply in determining rental rates.

D. Material:

Allowable material charges may include, in addition to material incorporated in the

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work material used to mitigate the delay such as barricades, plates, shoring, cold mix, etc. Except in emergencies the Contractor will not employ such material without the prior written approval of the Engineer.

E. Labor:

1. Except for Supervisory Personnel (Superintendent, Project Engineer, and Foremen), labor wages will not be paid after the first one-half day of claimed delay or impact. It is expected the Contractor will reassign or layoff unneeded employees.

2. For Foreman wages to be included, that Foreman must have been actively employed on the project prior to the commencement of the delay and be directly responsible for the activity being delayed.

3. Labor burden must be actual amounts incurred but must not exceed the ADOT approved rate.

F. All costs (equipment, material, and labor) must be substantiated by the City of Chandler's Daily Work Reports.

IV. DOCUMENT REQUIRED FOR CLAIM ANALYSIS:

For purposes of reviewing the Contractor's request for additional compensation, it will be required that the Contractor submit the following listed information. Information requested must be prepared on forms which are substantially similar to the City of Chandler's Daily Work Report form, a copy of which is attached as an exhibit.

A. Labor:

For each employee, laborer, and foreman, for which compensation is requested: Name, classification, dates of work performed, daily hours worked, total hours worked, labor rates, labor burden rates, overtime or premium time charges. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Certified payroll reports for the period of work claimed.
2. Accounting of Fringe Benefits – certified by a CPA.
3. Contractor's and Subcontractor's daily field reports and daily diaries.

B. Materials:

For all materials for which compensation is requested, if any, total quantities of materials, prices, extensions and transportation costs must be provided on a daily basis. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Invoices for all materials incorporated.
2. Weigh tickets.
3. Purchase orders.

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4. Delivery schedules.
5. Quotes or proposals from manufacturers or supplier.
6. Freight bills, Bills of Lading, or other documentation to show transportation costs.
7. Restocking charges-invoices from vendor.

C. Equipment:

For all equipment, the Contractor must provide the Engineer with the designation, dates and hours of usage, dates and hours of standby, if any, daily hours, total hours, rental rates and extension for each unit of equipment and machinery. Rental rates will be as established in Section III. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Owned:
   a. Purchase contracts(s).
   b. Depreciation schedule(s).
   c. Invoices for fuel, lube, repairs and other operating costs.

2. Leased:
   a. Lease agreement with hourly rate, overtime rate, double shift rate, etc.
   b. Invoices or other documentation showing hours worked on a daily basis.

D. Subcontractors/Owner-Operators:

In the event the Contractor submits a claim which includes requests for compensation for Subcontractors of Owner-Operators, the same information requested of the Contractor must be provided by the Subcontractor/Owner-Operator. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Bid/Estimate work sheets and/or spreadsheets.
2. Subcontract Agreements or Agreements with Owner-Operator.
3. All invoices and billing statements received from the Subcontractor/Owner-Operator which relates to the amount requested.

E. Miscellaneous:

Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Evidence of payment for bonds and insurance premiums (MAG 109.5.6).
2. Taxes – unless the Contractor can show otherwise, taxes are reimbursable at 65% of the total cost (less bonds and insurance).

V. TIME LIMIT ON SUBMISSIONS OF CLAIM FOR DELAY OR IMPACT DAMAGES:

No claims for delay or impact damages will be considered or allowed more than 45 days after the event or occurrence which the Contractor claims gives rise to the delay or impact. In no event will a

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claim for delay or impact damages be considered after submission by the Contractor of the Final Payment Request.

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COST REDUCTION INCENTIVE PROPOSALS FOR DESIGN BID BUILD AGREEMENTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Agreement for the sole purpose of reducing the total cost of Project construction. The proposals must not impair in any manner the essential functions or characteristics of the project; including but not limited to service life, economy of operations, ease of maintenance, desired appearance, compatibility with existing or planned equipment, standardization of systems, or design and safety standards.

It must not be inferred from this Policy that the Engineer is required to consider any proposal submitted.

Submissions that propose changes in the basic design of a bridge, propose changes in pipe line size, materials, bedding conditions, pipe specifications; or that propose any change in pavement design will not be considered.

Proposals submitted pursuant to this Policy will be identified as Cost Reduction Incentive Proposals. They must be submitted in writing and, at a minimum, contain the following.

1. Complete the attached or similar cost reduction incentive proposal form.

2. A description of both the existing Agreement Requirements for performing the work and the proposed changes.

3. All Engineering Drawings and computations necessary for the thorough and expeditious evaluation.

4. An itemization of the existing Agreement Requirements that must be changed if the Proposal is adopted and a recommendation as to the manner in which the change should be made.

5. A detailed estimate of the cost of performing the Work under the existing Agreement and under the proposed changes, including the cost of developing and implementing the changes.

6. The Agreement items affected by the proposed changes and any variations in quantities resulting from the changes.

7. An objective estimate of any effects the proposal will have on collateral cost to the City, costs of related items, and cost of maintenance and operation.

8. A statement as to the effect that the Proposal will have on the time for the completion of the Project.

9. A statement as to the time by which a Change Order adopting the Proposal must be executed or when the Engineer must have given verbal approval.

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Proposals will be processed expeditiously; however, the City will not be liable for any delay in acting upon any Proposal nor for any failure to accept any Proposal pursuant to this Special Provision.

The Engineer will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of the Proposal. The Contractor will be notified in writing by the Engineer as to whether his/her Proposal has been accepted. The decision by the Engineer is final.

When the City deems such action to be appropriate, it reserves the right to require the Contractor to share equally in the cost to the City of investigating, evaluating, and processing the proposal as a condition for the consideration of such Proposal. Such cost must be shared whether the Proposal is accepted or rejected. When such a condition is imposed, the City will estimate these costs and the Contractor must indicate his acceptance thereof in writing. Such acceptance will authorize the City to deduct the Contractor's share of the costs from any monies due or that may become due to the Contractor under the Agreement.

If the Contractor's Proposal is accepted in whole or in part, the necessary Agreement Modifications and Agreement Price Adjustments will be affected by the execution of a Change Order which will specifically state that it is executed pursuant to this Special Provision.

The Contractor must continue to perform the work in accordance with the requirements of the Agreement until a Change Order incorporating the Proposal has been executed or until he/she has been given verbal approval by the Engineer that his/her Proposal has been accepted. If the Change Order has not been executed or he/she has not been given verbal approval on or before the date specified on the attached cost reduction incentive proposal form or on or before such other date as the Contractor may have subsequently specified in writing, the Proposal may be deemed to be rejected.

The executed Change Order will incorporate the changes in the Plans, Specifications, or other requirements of the Agreement which are necessary to permit the Proposal, or such part of it which has been accepted, to be put into effect, and will include any condition – upon which the City's approval thereof is based, if such approval is conditional. The executed Change Order may also extend the time for the completion of the Agreement if such an extension has been deemed to be warranted by the Engineer as a result of his evaluation of the Proposal.

The executed Change Order will also establish the estimated net savings in the cost of performing the Work attributable to the Proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the Engineer to disregard the Agreement bid prices if, in his/her judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the Contractor's cost of performing the Work, taking into account his/her cost of developing the Proposal and implementing the change, and reducing this amount by any ascertainable collateral costs to the City. The executed Change Order may provide that the Contractor be paid 50 percent of the estimated net savings amount.

The executed Change Order may also provide for the adjustment in Agreement prices. Agreement prices may be adjusted by subtracting the City's share of the accrued net savings.

The amount specified to be paid to the Contractor in the executed Change Order which effectuates a Cost Reduction Proposal will constitute full compensation to the Contractor for the Cost Reduction

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Proposal and the performance of the work thereof pursuant to the said Change Order.

Upon acceptance of a Cost Reduction Incentive Proposal, any restrictions imposed by the Contractor on its use or on disclosure of the information will become void, and the City thereafter will have the right to use all or any part of the Proposal without obligation or compensation of any kind to the Contractor.

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COST REDUCTION INCENTIVE PROPOSAL FORM

TO: **CIP City Engineer**

FROM:

PROJECT NAME: **DR. AJ CHANDLER PARK PHASE 1**

CITY PROJECT NUMBER: **CA2402.401**

DATE:

Summary of Change (Brief description of proposed change including advantages and disadvantages):

ESTIMATED COST SUMMARY (Attached detailed estimate):

A.	Original Cost:	$
B.	Proposed Cost:	$ _____
C.	Construction Savings (A-B):	$ _____
D.	Gross Savings (Included OH %, Bond %)	$ _____
E.	Contractor Implementing	$ _____
F.	City Implementing Cost:	$ _____
	Reduction in Agreement Price (C+D-E-F) x 50%:	$ _____

Date by which a Change Order must be issued so as to obtain maximum cost reduction:

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CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona
Date _____

Project Name: Dr. AJ Chandler Park Phase 1
City Project No.: CA2402.401

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 total compensation of $_____, as set out in the final pay application, 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

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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 **CA2402.401, Dr. AJ Chandler Park Phase 1** 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, and conditions of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

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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 **CA2402.401, Dr. AJ Chandler Park Phase 1** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

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DISPUTE RESOLUTION

A. INFORMAL DISPUTE RESOLUTION

The parties to the Agreement agree that time is of the essence in relation to performance of the Agreement and completion of the Project, therefore any and all disputes in relation to the Agreement will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

B. DISPUTE RESOLUTION REPRESENTATIVE ("DRR") PROCESS

1. The Parties under the Agreement agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project ("Claim" or "Claims") will, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

2. The DRR Process will be initiated through service of a DRR Notice as set forth below:

   a. For claims by the Contractor or the Design Professional, the DRR Process will be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
   (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific Agreement provisions in the Agreement Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

   b. For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Agreement Documents that apply, and the relief requested.

   c. The DRR Notice will be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

3. The other parties will respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response will be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

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4. The designated Dispute Resolution Representatives for the Parties to the claim will then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

5. At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

7. Unless otherwise designated in a written notice to the other parties, the City and the representatives of the Contractor and of the Design Professional will act as the parties' designated Dispute Resolution Representatives.

8. If a resolution of the Claim is reached, that resolution must be set forth in writing and must be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Agreement Documents, the Agreement Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties must execute an appropriate written Change Order or Amendment pursuant to the terms of the Agreement Documents.

C. MEDIATION

1. Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to B (5) above, whichever is earlier, will be submitted to mediation as a condition precedent to litigation by either party.

2. The mediation will be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Maricopa County Superior Court to appoint a mediator. The mediation will occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

3. The qualifications for the mediator will be that he/she be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of his/her time involving and/or resolving construction disputes for at least the past five (5) years.

4. Each party will provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties will exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the

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mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Chandler, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation will be specifically enforceable in any court having jurisdiction thereof.

D. LITIGATION

Any claim arising out of or related to the Agreement, except Claims relating to aesthetic effect and except those claims waived as provided for in the Agreement Documents, must be resolved through litigation in the Maricopa County, Arizona Superior Court.

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CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CERTIFICATE OF COMPLETION

PROJECT NAME:	**DR. AJ CHANDLER PARK PHASE 1**		
CITY PROJECT NO.:	**CA2402.401**		
If Federally Funded:			
FEDERAL NO.:		**ADOT NO:**	

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE AGREEMENTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF THE COMPLETION DATE LISTED HERE:

FINAL ACCEPTANCE DATE:	

PRIME CONTRACTOR:

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

CERTIFIED BY *[INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION]*:

FIRM NAME:			
SIGNATURE:		DATE:	

PROJECT ACCEPTED BY CITY OF CHANDLER:

NAME:			
SIGNATURE:		DATE:	

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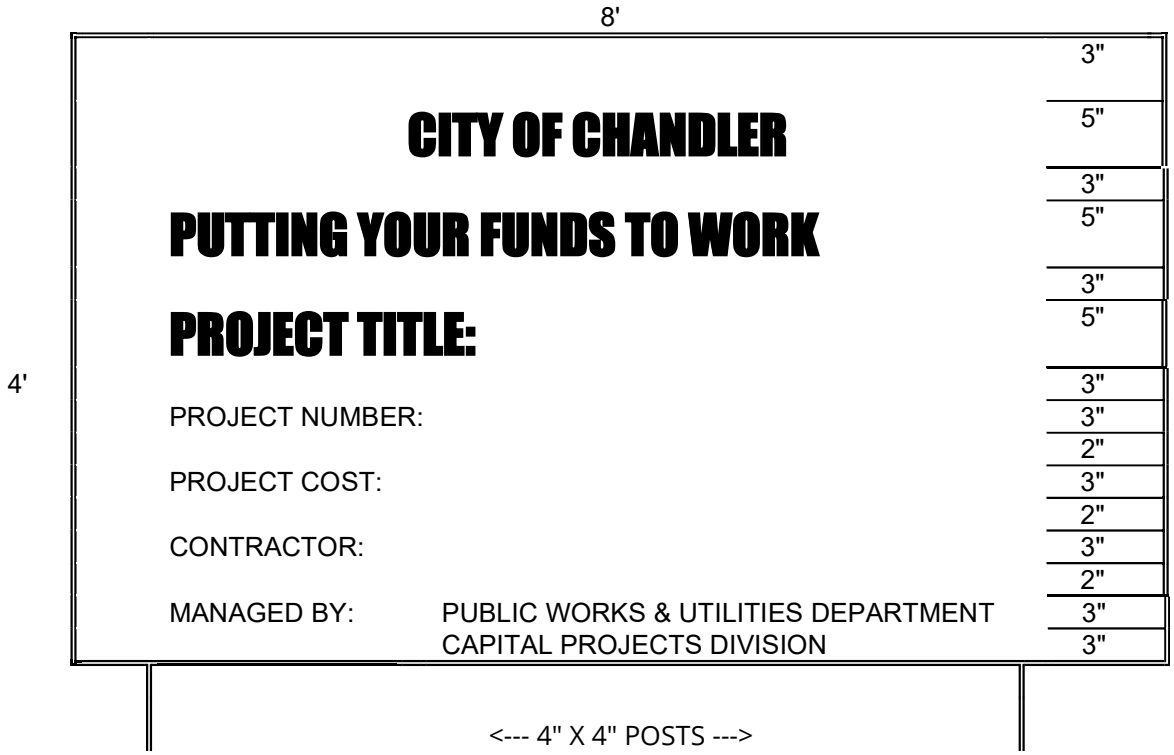
CONSTRUCTION SIGN DETAIL



NOTES:

SIGN(S) MUST BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS MUST BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN MUST BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS MUST BE NON-REFLECTORIZED GREEN BACKGROUND, AND NON-REFLECTORIZED WHITE LETTERS AND NUMERALS.

ONE SIGN MUST BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN MUST BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

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COST OF THE WORK

(APPLICABLE SOLELY TO CONSTRUCTION MANAGER AT RISK AND JOB ORDER CONTRACTING)

SECTION 1 – COSTS TO BE REIMBURSED

1.1 Cost of the Work

The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs must be at rates not higher than the standard paid at the place of the Project except with prior consent of City. The Cost of the Work will include only the items set forth in this Section 1.

1.2 Labor Costs

1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Cost to be reimbursed will be the actual wages paid to the individuals performing the work.

1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with City's approval. No Contractor personnel stationed at the Contractor's home or branch offices will be charged to the Cost of the Work. Non-field office based Contractor management and support personnel are expected to provide service and advice from time to time throughout the job and his/her time devoted to Project matters is considered to be covered by the Contractor's Fee.

1.2.3 Wages and salaries of Contractor's supervisory or administrative personnel who would normally be stationed at the field office in accordance with Section 1.2.2 but who become engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of his/her time required for the Work. Employee bonuses and/or costs associated with Employee Stock Ownership Plans ("ESOP") will not be considered reimbursable labor or labor burden costs and will be considered non-reimbursable costs considered to be covered by the Contractor's Fee.

1.2.4 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holiday, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 1.2.1 through 1.2.3.

1.2.4.1 Cost of the Work will include the actual net cost to Contractor for worker's compensation insurance attributable to the wages chargeable to the Cost of Work per this Agreement. The actual net cost of worker's compensation must take into consideration all cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, any applicable weekly maximums, etc. Contractor may charge an estimated amount for worker's compensation insurance costs, but will make appropriate cost adjustments to actual costs within 45 days of receipt of actual cost adjustments from the insurance carrier.

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1.2.4.3 Overtime wages paid to salaried personnel (if approved in advance in writing by City) will be reimbursed at the actual rate of overtime pay paid to the individual. No time charges for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime worked.

1.2.4.4 Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers will require City's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone he/she is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will be considered as cost not to be reimbursed.

1.2.4.5 Reimbursable labor burden costs will be limited to payroll taxes, worker's compensation insurance, the employer's portion of union benefit costs for union employees working on the Project, and the actual verifiable fringe benefit costs incurred by Contractor for non-union individuals working on the Project subject to the following maximum percentages for the following reimbursable non-union fringe benefit costs. The following maximums (as a percentage of reimbursable actual wages by individual) will apply for each of the following types of fringe benefit costs specifically attributable to each of the non-union personnel working on the Project:

- Medical Insurance, Dental, Life & AD&D Insurance: 12.00%
- Holiday, vacation and other paid time not worked: 10.00%
- Pension Plan Contributions to Vested Employee Account, Simplified Employee Pension Plans, or 401K matching plans (Note: ESOP related costs are covered by the Contractor Fee) 10.00%

For non-union personnel, no other fringe benefit costs (other than the three specific categories listed immediately above, will be considered reimbursable Cost of Work. Any labor burden costs that are in excess of the amounts considered reimbursable or are otherwise not considered reimbursable under the terms of this agreement are intended to be covered by the Contractor Fee.

1.3 Subcontract Costs

1.3.1 Payments made by Contractor to Subcontractors in accordance with the requirements of the subcontracts.

1.3.2 For Scope of Work Bid Packages typically performed by Subcontractors, Contractor may "self- perform" such work on an actual cost basis subject to an agreed upon Guaranteed Maximum Price for the "self-performed work". The Contractor must, unless agreed to by City in writing, bid his/her proposed guaranteed Maximum Price for the work to be "self-performed" against at least three other interested trade Contractors. All savings under any such Subcontract for "self-performed work" must be applied to reduce the Cost of Work under the Agreement and the Guaranteed Maximum Price. For purposes of defining "self-performed work" subject to this provision, any division of Contractor, or any separate Contractor or Subcontractor that is partially owned or wholly owned by the Contractor or any of his/her employees or employee's relatives will be considered a related party entity and will be subject to this provision regarding "self-performed work". No self-performed work will

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be allowed to be performed on a Fixed Price basis.

1.3.3 Contractor (with respect to its Suppliers, Subcontractors and all lower tier Subcontractors) must provide City advance written notice and must obtain City's approval for any proposed Subcontract Change Order, Material Purchase Order, or other financial commitment in an amount in excess of $5,000 prior to placing such order or entering into such agreement (regardless of whether or not any such commitment will affect the prime Agreement Guaranteed Maximum Cost). It is agreed that sums applicable to any Subcontract Change Order, Purchase Order or other financial commitment entered into in violation of the above notice and approval requirement will not be included in the amounts owning to Contractor, Subcontractors or Suppliers whether as Costs of the Work or as reasonable termination costs in the event of termination.

1.4 Costs of Material and Equipment Incorporated in the Completed Construction

1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

1.4.2 Costs of materials described in the preceding Subparagraph 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, in any, will become City's property at the completion of the Work or, at City's option, may be sold by the Contractor. Any amounts realized from such sales must be credited to City as a deduction from the Cost of Work.

1.4.3 Proceeds from the sale of recyclable materials, scrap, waste, etc. will be credited to job cost.

1.5 Costs of Other materials and Equipment, Temporary Facilities and Related Items

1.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor will mean fair market value.

1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by Contractor at the site, whether rented from Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented will be subject to City's prior written approval.

1.5.2.1 The Projected usage for each piece of equipment to be rented for use on the Project and the estimated total rentals must be considered by Contractor before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment must be considered "job owned". At the completion of the Project, Contractor must transfer title and possession of all remaining job-owned equipment to City, or Contractor may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by City and Contractor.

1.5.2.2 Each piece of equipment to be rented must have hourly, daily, weekly and monthly rates and

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the most economical rate available will be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of Contractor.

1.5.2.3 Equipment Rental Rates

1.5.2.3.1 Compensation for equipment used on the Project will be paid in accordance with the Equipment Plan submitted by Contractor in the accepted GMP Proposal and no payments will be made in excess of the rates set forth in the Equipment Plan, or actual documented costs, whichever is less.

1.5.2.3.2 All equipment rental rates and costs are subject to City's right to audit when submitted as part of Equipment Plan and/or at any time during the Project.

1.5.2.4 The aggregate rentals chargeable for each piece of Contractor owned tools or equipment must not exceed 50% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply and no further rentals will be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time.

1.5.2.5 Fair market value for used material and equipment as referred to in the Agreement Documents will mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

1.5.2.6 All losses resulting from lost, damaged or stolen tools and equipment will be the sole responsibility of Contractor, and not City, and the cost of such losses will not be reimbursable under the Agreement.

1.5.2.7 Contractor will be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory must be submitted to City each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved Fair Market Value at the time the piece of equipment was first used on the job and (4) final disposition.

1.5.2.8 All costs incurred for minor maintenance and repairs will be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary; consequently such costs are not reimbursable and are intended to be covered by the rental rates.

1.5.3 Costs of removal of debris from the Site.

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1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

1.5.5 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

1.5.5.1 No travel expenses will be reimbursed to Contractor's representatives unless Project related travel required them to travel to a destination more than 100 miles from the Project location. Any travel involving airfare will require advance written approval by an authorized City's representative.

1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.

1.5.7 Reproduction costs will be the actual costs of reproduction subject to a maximum of five cents ($.05) per square foot for prints and a maximum of five cents ($.05) per 8 ½ by 11-inch page for offset print or photo copied agreement documents, specifications, etc. Telephone costs will be the actual costs paid to the third party telephone company for the field office telephone.

1.6 Miscellaneous Costs

1.6.1 That portion of insurance and bond premiums that can be directly attributed to the Agreement. The City will reimburse Contractor for contractually required bond at time of first pay application for GMP and Cost-Based Agreements upon receipt of proof of payment from the Contractor. If the Contractor completes Work for less than the Agreement Price, Contractor must credit the City a pro- rated amount for the unused portion of the bond payment

1.6.1.1 Contractor's actual cost for insurance will be considered to be included within the Maximum limit for General Conditions Costs. All premiums for any insurance and bonds required for the Project must reflect the net actual costs to Contractor after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.

1.6.1.2 The amount to be reimbursed to Contractor for all contractually required insurance will be actual costs not to exceed a total of 2% of the Agreement Value, unless Contractor establishes to City's satisfaction that the actual cost is higher and City agrees to such actual higher cost in writing. If Contractor's cost of contractually required insurance is greater than the amount agreed to be reimbursed per this Agreement Provision, the difference will be considered to be covered by the Contractor's Fee. The City will reimburse Contractor for contractually required insurance on a monthly basis for GMP and Cost-Based Agreements. If Contractor can demonstrate substantial savings by paying for all insurance in advance, the City may agree to reimburse all insurance costs at time of first pay application for GMP and Cost-Based Agreements with proof of payment from Contractor.

1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

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1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Agreement Documents to pay.

1.6.4 Fees of laboratories for tests required by the Agreement Documents, except those related to defective or nonconforming Work and which do not fall within the scope of ¶ 1.7.3 below.

1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Agreement Documents; the cost of defending suites or claims for infringement of patent rights arising from such requirement of the Agreement Documents; and payments made in accordance with legal judgments against Contractor resulting from such suites or claims and payments of settlements made with City's consent. However, such costs of legal defenses, judgments and settlements must not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.

1.6.6 Data processing costs related to the Work. However, any such data processing costs will be limited to the cost of personal computer hardware used at the field office in the normal day to day administration, management and control of the Project. The aggregate charges for any such hardware must not exceed the Fair Market Value of the hardware at the time it was brought to the field office. If the total charges for any particular piece of hardware reach an amount equal to the Fair Market Value, that particular piece of hardware must be turned over to City whenever it is no longer needed for the Project. If Contractor elects to keep the particular piece of hardware, the job costs must be credited with a mutually agreeable amount which will represent the Fair Market Value of the particular piece of hardware at the time it was no longer needed for the job. Software or other costs associated with the use of computer programs will not be considered to be a reimbursable cost and will be considered to be covered by the Contractor's Fee.

1.6.7 Deposits lost for causes other than Contractor's negligence or failure to fulfill a specific responsibility to City as set forth in the Agreement Documents.

1.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between City and Contractor, reasonably incurred by Contractor in the performance of the Work and with City's prior written approval; which approval will not be unreasonably withheld.

1.6.9 Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if pre-approved by City in writing. If City authorizes the reimbursement of relocation costs, the reimbursable relocation expenses will be limited to a maximum of $50,000 per person. Any relocation cost incurred by Contractor in excess of the amount reimbursed by City will be considered to be covered by the Contractor's Fee.

1.7 Other Costs and Emergencies

1.7.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by City.

1.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or

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loss in case of an emergency affecting the safety of persons and property.

1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by Contractor, Subcontractors or Suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance, sureties, Subcontractors or Suppliers.

1.8 Related Party Transactions

1.8.1 The term "related party" will mean a parent, subsidiary, affiliate or other entity having common ownership or management with Contractor; any entity in which any stockholder in, or management employee of, Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Contractor. The term "related party" includes any member of the immediate family of any person identified above.

1.8.2 If any of the costs to be reimbursed arise from a transaction between Contractor and a related party, Contractor must notify City in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If City, after such notification, authorizes in writing the proposed transaction, then the cost incurred will be included as a cost to be reimbursed, and Contractor must procure the Work, equipment, goods or service from the related party, as a Subcontractor. If City fails to authorize the transaction, Contractor must procure the Work, equipment, goods or service from some person or entity other than a related party.

SECTION 2 – COSTS NOT TO BE REIMBURSED

2.1 The Cost of Work must not include:

2.1.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 1.2.2 and 1.2.3.

2.1.2 Expenses of Contractors' principal office and offices other than the site office.

2.1.3 Overhead and general expenses, except as may be expressly included in Section 1.

2.1.3.1 Costs of Contractor's home office computer services or other outside computer processing services will be considered overhead and general expense. Accordingly, Contractor should not plan to perform any such computer related services or alternatives at the field office when such services or functions can be performed at Contractor's home or branch offices, or other outside service locations.

2.1.4 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

2.1.5 Rental costs of machinery and equipment, except as specifically provided in subparagraph 1.5.2.

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2.1.6 Except as provided in Subparagraph 1.7.3 of the Agreement, costs due to the negligence or failure to fulfill a specific responsibility of Contractor, Subcontractors and Suppliers or anyone directly or indirectly employed by any of them or for whose acts of them may be liable.

2.1.7 Any cost not specifically and expressly described in Section 1.

2.1.8 Costs, other than costs included in Change Orders approved by City that would cause the GMP to be exceeded.

SECTION 3 – DISCOUNTS, REBATES, REFUNDS AND SAVINGS

3.1 Cash discounts obtained on payments made by Contractor will accrue to City if (1) before making the payment, Contractor included them in an Application for Payment and received payment therefore from City, or (2) City has deposited funds with Contractor with which to make payments; otherwise, cash discounts will accrue to Contractor. Trade discounts, rebates, refunds and amounts received from sales or surplus materials and equipment will accrue to City, and Contractor must make provisions so that they can be secured.

3.1.1 Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any Subcontractor default insurance, refunds or rebates from any Contractor controlled insurance programs applicable to the Project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.

3.1.2 "Cash" discounts which may accrue to Contractor will be limited to a maximum of 1.5% of invoice cost. Any portion of "Cash" discounts greater than 1.5% will automatically accrue to City if Contractor is eligible to take advantage of the discounts.

3.2 Amounts that accrue to City in accordance with the provisions of Paragraph 3.1 will be credited to City as a deduction from the Cost of the Work.

3.3 Any and all savings on the GMP, or any separately guaranteed items comprising the GMP, will belong to City, subject to any express right in the Agreement for Contractor to share in savings. Savings are subject to City's right to audit, and may be audited separately.

SECTION 4 – GENERAL CONDITIONS COSTS

4.1 General Conditions Costs may include, but are not limited to, the following types of costs incurred by Contractor during construction of the Work to the extent they are reimbursable Costs of the Work as delineated above: payroll costs for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor

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costs, costs of bond premiums, costs of consultants not in the direct employ of Contractor or Subcontractors, fees for permits and licenses.

4.2 General Conditions Costs may be paid on a percentage of the Agreement Price or on a lump/stipulate sum basis as set forth in the Agreement. All costs included in the General Conditions Costs will not be separately invoiced to or paid by City.

4.3 The total amount of General Conditions Costs for the Work may be divided by the number of days allowed for performance of the Work, to determine a fixed daily rate for General Conditions Costs that may be used in computing the General Conditions Costs allocated to any period of time, or for any adjustments in the General Conditions Costs agreed to in writing by City.

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LANDSCAPE ESTABLISHMENT PERIOD

Section 1 – Description and General

Contractor is in direct control of work performed under the Landscape Establishment Period. If work is subcontracted, a representative of the Contractor will be present at the site of the work for all hours that the subcontractor works. Subcontracting of Landscape Establishment work will be permitted for weed eradication with herbicides, because of special licensing. A licensed temporary service may be used to supply labor to Contractor if Contractor has received approval from City Representatives. Contractor will submit the required subcontract documentation.

Contractor must provide adequate personnel to accomplish the required maintenance of the plant materials at intervals acceptable to City Representatives.

If not healthy at the end of the maintenance period, the maintenance must be continued until the plant material is approved by City.

1.1 Time and Schedule

Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will be per General Conditions Section 6.5.4.

1.2 Planted Stock and Seeding Establishment

1.2.1 Tree planting and staking must be per City of Chandler Standard Detail C-801.

1.2.2 All trees will stand erect on their own without stakes when brought to this site. If the tree cannot stand on its own when nursery stakes are removed, the tree will be removed and replaced.

1.3 Pre-Emergent Herbicide and Weed Control

1.3.1 Contractor will provide three applications of an approved pre-emergent herbicide on all unpaved areas of the project, as directed by City Representatives, to control weed growth in all areas of the project. The number of applications may be increased as directed by the City Representative, and at no additional cost to City, if the City Representative deems additional applications are required to control weed growth.

1.3.2 Application sequence will be approved in advance by City. The first application of pre-emergent will be completed prior to the application of Decomposed Granite and will be included with the cost of the Decomposed Granite as specified and part of the Construction Phase portion of work. The second application of pre-emergent will be completed after installation of the Decomposed Granit and no later than half-way through the Landscape Establishment Period. The third and final application of pre-emergent will be applied 15 days prior to completion of the Landscape Establishment portion of the project. The second and third pre-emergent applications will be included with the cost of Landscape Establishment. Watering will be completed in accordance with the manufacturer's recommendations, as included and as related to each application.

1.3.3 The pre-emergent herbicide will be applied in accordance with the Technical Specifications and the recommendations of the pre-emergent herbicide manufacturer, as approved by City Representatives.

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1.3.4 The control of weeds will be accomplished by the use of herbicides. Manual removal of weeds will be required, after herbicides have taken affect.

1.3.5 Contractor is responsible for the removal and disposal of all trash and debris that during the Landscape Establishment Period. Contractor will keep the project in a neat and orderly manner during the duration of the Landscape Establishment Period.

1.4 Water

The water used during Landscape Establishment to properly maintain the plant material will be furnished by City, at designated sources from within the project limits, at no charge to Contractor. Contractor will be responsible for all equipment, materials and labor necessary to load, transport and unload water for watering purposes.

1.5 Plant Material Replacements

The plant material replacement will be considered as included in the work for Landscape Establishment, and will be made at no charge to the City.

1.5.1 Shrub and Plant Replacement - During the second half of the Landscaping Establishment period, Contractor will provide, where required, plant replacements as follows:

Original Size	**Replacement Size**
1 gallon	5 gallon
5 gallon	15 gallon
15 gallon	24-inch box
36-inch box	48-inch box

1.5.2 Tree Replacement – During the second half of the Landscape Establishment Period, Contractor will provide plant material replacements for existing plants that die as follows:

Existing Plant Material Sizes	**Replacement Size**
Trees:	
2-inch Caliper	24-inch box
4-inch Caliper	36-inch box
6-inch Caliper and greater	54-inch box
Shrubs:	
All Existing Shrubs	15 gallon

1.6 Measurement and Payment

See Technical Specifications for Measurement Payment provisions.

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EXHIBIT C

TECHNICAL SPECIFICATIONS

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DOCUMENT 000101 - PROJECT TITLE PAGE

1.1 PROJECT MANUAL VOLUME 90% Set - Not for Construction

A. AJ Chandler Park Improvements.

B. City of Chandler, Arizona.

C. Chandler, Arizona.

D. Owner Project No. CA2402.101.

E. Landscape Architect Project No. 24203.

F. DigStudio .

G. Dig Studio.

H. 3003 N. Central Ave STE 800.

I. Phoenix, Arizona 85012.

J. Phone: 602.595.4101.

K. Web Site: digstudio.com.

L. Issued: <**Insert date**>.

M. Copyright (2025 Dig Studio.) All rights reserved.

END OF DOCUMENT 000101

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DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. <**Insert name**>.
2. <**Insert license #**>.
3. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record.

B. Civil Engineer:

1. <**Insert name**>.
2. <**Insert license #**>.
3. Responsible for <**Insert list of Sections**>.

C. Landscape Architect:

1. **Brandon Sobiech**.
2. **64446**.
3. Responsible for <**Insert list of Sections**>.

D. Structural Engineer:

1. <**Insert name**>.
2. <**Insert license #**>.
3. Responsible for <**Insert list of Sections**>.

E. Fire-Protection Engineer:

1. <**Insert name**>.
2. <**Insert license #**>.
3. Responsible for <**Insert list of Sections**>.

F. Plumbing Engineer:

1. <**Insert name**>.
2. <**Insert license #**>.
3. Responsible for <**Insert list of Sections**>.

G. HVAC Engineer:

1. <**Insert name**>.
2. <**Insert license #**>.
3. Responsible for <**Insert list of Sections**>.

H. Electrical Engineer:

1. <**Insert name**>.

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2. <**Insert license #**>.
3. Responsible for <**Insert list of Sections**>.

END OF DOCUMENT
000107

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SECTION 002200 – SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

A. All Construction under this permit shall conform to the Maricopa Association of Governments Uniform Standard Specification and Details (MAG Specifications and Details).

1.2 SUPPLEMENTS

A. The following supplements modify, change, delete from, and add to, the MAG Specifications. When any portion of the MAG Specifications is modified or any paragraph or subparagraph, or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the MAG Specifications shall remain in effect.

Section 105.3

Add the following:

"Execute Work as per Contract Documents. Make no changes without having first received written permission. Where detailed information is lacking, before proceeding with Work, refer matter to PM/CM for information."

"Should conflicts occur in or between drawings and specifications, or within different areas within the plans and/or different areas within the Specifications, the Contractor is deemed to have estimated on the more expensive way unless he has asked for and obtained a written decision from the PM/CM before submission of his proposal as to which method or materials will be required. The construction contract shall ultimately govern in conflicts when they occur between the drawings and specifications."

END OF SECTION 002200

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SECTION 003113 – CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.1 WORK SPECIFIED

A. To assure adequate planning and execution of the Work so that the Work is completed by the date allowed in the Contract, and to assist the City or the City's Representative in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedules and reports described in the Section.

B. Contractor should employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data, in analyzing and use of construction scheduling, and in preparation and issue of periodic reports as required below

1.2 RELIANCE UPON APPROVED SCHEDULE

A. The Construction schedule, as reviewed by the City will become an integral part of the Contract, and will establish interim Contract completion dates for the various activities. The ultimate responsibility for timely completion of all contract milestones and completion of the contract shall be that of the Contractor.

B. The Contractor shall develop a baseline schedule which includes activities related to testing, submittals, procurement (long-lead and owner furnished equipment), utility company work, and any other tasks determined to be related to the project's critical path in addition to all the work tasks. The City will determine the acceptance of a final baseline schedule.

C. Should any activity not be complete within 7 calendar days after the stated scheduled date, (approved and accepted construction delays will be taken into consideration) the City shall have the right to order the Contractor to expedite completion of the activity by whatever the City deems appropriate and necessary, without additional compensation to the Contractor.

D. Should any activity be 15 or more calendar days behind schedule, the City shall have the right to direct the activity to be performed by whatever methods the City deems appropriate.

E. Costs incurred by the City in connection with expediting construction activity under this Article shall be reimbursed to the City by the Contractor.

1.3 REPORT FORMATS

A. Construction Diagram: The Schedule of Construction Diagram must be a standard and accepted schedule of activities that shall graphically show the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his Project Field Superintendent in coordination with all Subcontractors whose work is shown on the diagram. Activities shown on the diagram shall include, but are not necessarily limited to:

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1. Project Mobilization
2. Submittals and approvals of Shop Drawings and Samples
3. Procurement of equipment and critical materials
4. Fabrication of special material and equipment, installation and testing
5. Final Cleanup
6. Final inspection and testing
7. All activities determined by the City to affect the progress of required dates for completion, for all and for each part of the work

B. The detail of information shall be such that duration times of activities shall normally range from 1 to 25 calendar days. The selection and number of activities shall be subject to City approval.

C. Show on the diagram, as a minimum for each activity, description of each activity, duration in calendar days of each activity, completion of each activity, and how each activity affects each other activity. Submit diagram on a sheet 30” high, or agreed height by the City, by the width required.

D. The Contractor shall additionally provide a Bar Chart type schedule for review at each project meeting. The information shall be detailed by activity and updated weekly to demonstrate work progress for any 2-4-week period. Each activity schedule to be complete during a previous week that is not accomplished shall be explained during the current project meeting with solution for expediting that activity and/or statement relative to the delays to explain the same.

1.4 MATERIAL STATUS REPORTS

A. The Contractor’s standard materials status report form will be acceptable if, in the City’s judgment, it provides sufficient pertinent data to determine that materials procurement flow is adequate for all needs of the Work. The Contractor’s standard materials status report shall include, at a minimum, the following information:
1. Item description, listed in accordance with the Specifications Section number in which the item is called for
2. Purchase Order number and date of issue
3. Vendor Name
4. Date Shipped and shipping means utilized
5. Estimated date of arrival at job site
6. Actual date of arrival at project site, and receiving report number

B. On a letter of transmittal accompanying periodic reports, or an accompanying summary sheet, or other means acceptable to the City, clearly indicate those items which are critically overdue or otherwise detrimental to the maintenance of the approved schedule.

1.5 CONSTRUCTION STATUS REPORTS

A. Report actual progress by updating the mathematical analysis as indicated below.

B. Note on the summary report, or clearly show on a revised issue the affected portions of the detailed diagram, all revisions causing changes in the detailed program.

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C. Revise the summary report as necessary for continued clarity.

D. Describe activities or portions of activities completed during the reporting period.

E. State the percentage of Work actually completed and scheduled as of the report dates and the progress along the critical path in terms of days ahead or days behind the scheduled dates.

F. It the Work is behind schedule, also report progress along other paths with negative float.

G. Include a narrative report which shows but is not necessarily limited to:
   1. A description of the problem areas, current and anticipated
   2. Delaying factors, and their impact
   3. An explanation of corrective actions taken or proposed

1.6 6.01 REVISIONS

A. Make only those revisions to the approved Construction Schedule and approved Material Status Report as they are approved in advance by the City.

END OF SECTION 003113

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SECTION 003351 – EXPOSED AGGREGATE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes: Micro Finished and Exposed Coarse Aggregate Concrete produced through the use of chemical surface retarder to expose the sand and fine aggregates of a concrete mix

B. Related Sections: Refer to the following sections for related work
   1. Section 02200: “Earthwork”
   2. Section 03300: “Cast-In-Place Concrete”
   3. Section 05500: “Metal Fabrications”
   4. Section 07900: “Joint Sealants”

1.2 References

A. American Concrete Institute (ACI)

B. American Society of Testing and materials (ASTM)
   1. C 31 Practices for Making and Curing Concrete Test Specimens in the Field
   2. C 33 Specification for Concrete Aggregates
   3. C 39 Test Method for Compressive Strength of Cylindrical Concrete Specimens
   4. C 42 Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
   5. C 94 Specification for Ready-Mixed Concrete
   6. C 143 Test Method for Slump of Hydraulic Cement Concrete
   7. C 150 Specification for Portland Cement C 172 Practice for Sampling Freshly Mixed Concrete
   8. C 231 Test Method for Sampling Air Content of Freshly Mixed Concrete by Pressure Method
   9. C 260 Specification for Air-Entraining Admixtures for Concrete
   10. C 494 Specification for Chemical Admixtures for Concrete
   11. D 994 Specification for Preformed Expansion Joint Filler for Concrete

1.3 Submittals

A. General: Submit the following items in accordance with the Conditions of Contract and Section 01330, “Submittal Procedures”

B. Product Data: Submit product data for the following materials and items:
   1. Reinforcement
   2. Forming Accessories
   3. Admixtures
   4. Chemical Surface Retarders
   5. Patching Compounds

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6. Sealants
7. Shop Drawings: Submit detailed drawings for fabrication, bending and placement of concrete reinforcement.
8. Show bar schedules, stirrup spacing, diagrams of bent bars and arrangement of reinforcement including bar overlap.
9. Include special reinforcement required for openings through concrete slabs or structures.
10. Laboratory Test Reports: Submit concrete test materials test reports and mix design reports certifying that each material or item complies with or exceeds the specified requirements.

1.4 Quality Assurance

A. Codes and Standards: Comply with provisions of the following, except as otherwise indicated:
1. ACI 301 “Specifications for Structural Concrete for Buildings”
2. ACI 304 “Guide for Measuring, Mixing, Transporting and Placing Concrete”
3. ACI 305 “Hot Weather Concreting “4. ACI 306 “Cold Weather Concreting”
4. ACI 308 “Standard Practice for Curing Concrete”
5. ACI 309 “Standard Practice for Consolidation of Concrete”
6. ACI 318 “Building Code Requirements for Reinforced Concrete”
7. ACI 347 “Recommended Practice for Concrete Formwork”
8. CRSI “Manual of Standard Practice”
9. SP-66 “ACI Detailing Manual”

B. Mock-up Panels: Prepare one mock-up panel at the project site to demonstrate proficiency of the contractor as well as determine the best procedures and degree of sand or aggregate exposure. Mockup panels shall be a minimum of 4’ x 4’. Contractor shall use the methods and materials proposed for use on the final installation. Uniformity in appearance of each panel shall be the responsibility of the contractor. The approved mock-up panel shall serve as a standard of appearance for the final work to be produced. Dayton Superior’s Technical Representative, insert name, whenever possible, shall be present and or involved with the mock up to review proper preparation, application and removal processes.

C. Quality Control Testing During Construction: Contractor will engage independent concrete testing service for quality control during concrete construction operations.
1. Notify owner’s representative at least two (2) working days in advance of field operations requiring concrete testing, or of resumption of operations after stoppages.
2. Coordinate concreting operations with testing service to facilitate quality control testing.
3. Sample and test concrete during placement as follows:
    a. Sampling Fresh Concrete: ASTM C172: except modified for slump to conform with ASTM C94
    b. Slump: ASTM C143; test one for each concrete load at point of discharge and one for each set of compressive strength test specimens.
    c. Air Content ASTM C231: pressure method: one for each set of compressive specimens.
    d. Compressive Strength Tests: ASTM C39; one (1) set for each 150 cubic yards (115 cubic meters) or fractions thereof, of concrete class placed in any one day or for each 5,000 sq. ft. (465 sq. meters) of surface area placed; two (2) specimens tested seven (7) days, three (3) specimens tested twenty-eight (28) days and one (1) specimen retained in reserve for later testing if required.

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4. SCAQMD VOC Compliance: Contractor to submit documents that surface retarder complies with SCAQMD Rule 1113 for VOC compliance in the flats category.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. Unless otherwise indicated, construct formwork with plywood metal, metal-framed plywood or other acceptable materials to provide continuous, straight, smooth exposed surfaces.
   1. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bowing or deflection.
   2. Provide forms that comply with US Product Standard PS 1 when applicable
      a. B-B High Density Overlaid Concrete Form, Class I
      b. B-B (Concrete Form) Plywood Class I, Exterior Grade or better, edge sealed, with each piece bearing legible inspection trademark.
   3. Form Coatings: Provide commercially formulated form-coating compounds that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
      a. Acceptable Materials: Clean Strip™ J100 VOC. www.daytonsuperior.com
   4. Form Ties: where applicable Provide factory-fabricated, adjustable length, removable or snap off metal form ties, designed to prevent deflection and to prevent spalling concrete surfaces upon removal.

2.2 REINFORCING MATERIALS

A. Cold-drawn steel wire. ASTM A82

B. Welded wire fabric: ASTM A185, welded steel wire fabric, furnish in flat sheets, not rolls unless approved by the owner’s representative.

C. Reinforcing Bars: ASTM A615, deformed.
   1. Provide Grade 40 bars as required in details. 2. Provide Grade 60 Bars No.3-18, except as otherwise noted.

D. Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place.
   1. Use wire type supports complying with CRSI recommendations, unless otherwise indicated. Do not use wood, brick, stone, broken block or pieces of concrete.
   2. For concrete-on-grade, use supports with sand plates or horizontal runners if base material will not adequately support chair legs.
   3. For exposed – to – view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs, which are protected with plastic, stainless steel protected, or special stainless complying with CRSI Classes, C, D, or E, respectively.

E. Shop fabricate the reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with ACI 315. In case of fabricating errors do not re-bend or straighten reinforcement in manner that will injure or weaken material.

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2.3 CONCRETE MATERIALS

A. Portland Cement: ASTM C150 Types I-II and III, “Low-Alkali” cement unless otherwise specified. Use one brand of cement throughout the project unless otherwise approved by the owner’s representative.

B. Aggregates: Shall be gap- graded conforming to C 33, size to be approved by the owner’s representative dependent upon the type, color and etch of exposure desired.

C. Water: Potable, clean, fresh, free from oils, acids, organic matter or other deleterious substances.

D. Admixtures: All admixtures shall be specified in the mix design.
1. Air-Entraining Admixtures: ASTM C 260
2. Water-Reducing Admixture: ASTM C 494, Type A.
3. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.
4. Chloride-containing Admixtures are not permitted.

2.4 RELATED MATERIALS

A. Expansion Joint Materials
1. Typical Building: ASTM D 994, preformed strips of a bituminous mastic compositions
2. Slabs – in Ground and Sidewalks: ASTM D 1751, preformed expansion joint filler having relatively little extrusion and substantial recovery after release from compression.

B. Follow ACI 308 for concrete curing.

2.5 CONCRETE MIX DESIGN

A. Exposed Coarse Aggregate Finishes, “Ready Mixed “concrete unless otherwise approved or specified; in accordance with ASTM C 94. Exposed Aggregate Concrete should meet or exceed the following criteria.
1. Compressive Strength: Minimum 3,500 psi strength at 28 days
2. Concrete shall be gap-graded with weathered rounded coarse aggregate consisting of not more than 62% - 65% minimum content.
3. Water/Cement Ratio: Not greater than .55 by weight.
4. Slump: Not greater than 4 inches.
5. Air Content: Between 4 ½% - 7 ½%

B. Exposed Sand Finishes: Use Ready Mixed “concrete unless otherwise approved or specified; in accordance with ASTM C94. Expose Sand finishes should meet or exceed the following criteria.
1. Compressive Strength: Minimum 3,500 psi at 28 days
2. Concrete shall be gap-graded with weathered round coarse aggregate consisting of not more than 45%-50% maximum content
3. Water/Cement Ratio: not greater than .55 by weight
4. Slump: not greater than 4 inches
5. Air Content: Between 4 ½% - 7 ½%

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C. Admixtures
   1. Use water-reducing admixtures in all concrete.
   2. Use air-entraining admixture in all exterior exposed concrete.

2.6 PLANT, EQUIPMENT, MACHINES AND TOOLS

A. General: Plant, equipment, machines and tools used in the workplace shall be subject to approval and shall be maintained in a satisfactory working condition at all times.
   1. Provide equipment with capability of producing the required product, meeting or exceeding grade controls, thickness control and smoothness requirements as specified.
   2. Use of equipment shall be discontinued if it produces unsatisfactory results.
   3. Owner's representatives shall have access to the plant and all equipment to ensure proper operation and compliance with the specifications at all times during construction.

2.7 CONCRETE SURFACE RETARDER AND FINISHING AIDS

A. Spray Applied, film forming top surface retarder designed for specific sized aggregates and finish requirements. Color Coded to allow for ease of application and verification of etch level being used as well as even and complete coverage
   1. Acceptable Material: Top Cast Surface Retarders by GCP Applied Technologies.

B. Spray Applied and film forming protective coating for adjacent masonry and concrete surfaces
   1. Acceptable Materials: Top Cast SS 100 by GCP Applied Technologies.
      a. Top Cast Surface Retarders and Top Cast SS-100 distributed by Dayton Superior Corporation. 1125 Byers Road Miamisburg, OH 45342 Dayton Superior Customer Service: 888-977-9600 www.daytonsuperior.com/products/chemicals?name=top-cast

PART 3 - EXECUTION

3.1 FORM SETTING

A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure.

B. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.

C. Design formwork to be readily removable without impact, shock or damage to cast - place – concrete surface and adjacent materials.

D. Provisions for other trades: Provide openings in concrete formwork and slabs to accommodate other trades.

E. Tolerances: set forms with the upper edge true to line and grade with an allowable tolerance of ¼" (6mm) in any 10 foot (3 m) long section.

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3.2 PLACING REINFORCEMENT

A. Comply with CRSI's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports.

B. Clean reinforcement of all loose rust and mill scale, earth, ice, oil, concrete splatter from previous pours and other materials, which reduce or destroy bond with concrete.

C. Accurately position, support and secure reinforcement against displacement by formwork, construction or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.

D. Install welded wire fabric of same gage in as long of lengths as is practical. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps of adjacent widths to prevent continuous laps in either direction.

3.3 PREPERATIONS FOR PLACING CONCRETE

A. Remove water from excavations. Before placement, remove wood chips, shavings, and hardened concrete etc. from forms.
   1. Clean all equipment.
   2. Wet forms, except in freezing weather, or oil properly with approved release.

B. Earth shall be uniformly moist when concrete is placed. Sprinkling method shall not be such as to form mud or pools of water. Watering sub-grade immediately prior to concrete placement is not sufficient to make the soil uniformly moist.

C. Notify other trades to permit installation of their work. Coordinate installation of joint materials and moisture barriers with placement of forms and reinforcing steel.

3.4 PLACING CONCRETE

A. Notify owner's representative 24 hours in advance prior to placement.

B. Filed Inspection: Do not place concrete until forms and reinforcing steel have been inspected and approved.
   1. Place Ready-Mix concrete within specified time after batching. a. Below 40 degrees F (4 degrees C) See Cold Weather Placing b. 40 – 85 degrees F (4-29 degrees C) 90 minutes c. 86 – 90 degrees F (30-32 degrees C) 75 minutes d. Above 90 degrees F (32 degrees C) 60 minutes.
      **Concrete exceeding delivery times may be rejected by the owner's representative*
   2. Adding Water: Do not add water after initial introduction of mixing water for batch except when slump of concrete is less than specified upon jobsite arrival and the maximum water/cement ratio has not been exceeded.
      a. Notify owner's representative prior to adding any additional water.
      b. Add only water enough to bring concrete slump within the specified limits. Turn drum at least 30 additional revolutions at maximum mixing speed. Do not add water to batch at any later time.

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c. Insure that concrete strength meets or exceeds specified requirements, and water does not exceed maximum amount specified in the approved CONCRETE MIX DESIGN.

C. General: Comply with ACI 304, as specified herein.
1. Place concrete continuously or in layers of such thickness that the concrete will not be placed on a preceding layer which has hardened sufficiently to cause formation of seams or planes of weakness.
2. If section cannot be placed continuously, provide construction joints. Deposit concrete as nearly as practicable to its final location to avoid segregation.

D. Placing Concrete in Forms:
1. Consolidate placed concrete by high frequency mechanical vibrating equipment, supplemented as necessary by hand spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
a. Do not use vibrators to transport concrete inside forms.
b. Insert and withdraw vibrators vertically at uniformly spaced locations not further visible effectiveness of the machines being used. Generally, 16-20” apart.
c. At each insertion, limit duration of vibration time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in continuous operation, within the limits of construction joints, until placement of panel or section is completed. Maintain reinforcing in proper position during concrete placement operations.

F. Placing Concrete Sidewalks: Place concrete in forms in one (1) layer of such thickness that when consolidated and finished, sidewalks will be of thickness indicated.

G. Cold Weather Placing: Protect concrete work from physical damage or reduced strength caused by frost, freezing actions, or low temperatures, comply with ACI 306.

H. Hot Weather Placing: When hot weather conditions exist that would seriously impair the quality and strength of concrete place concrete in accordance with ACI 305 and as herein specified.

3.5 CONCRETE FINISHING

A. Exposed Coarse Aggregate finishes: Do not use tools that may force the aggregate away from the surface creating a non-uniform surface after exposure
1. Protect all areas, aluminum trim, curbs, borders and adjacent concrete and masonry surfaces, pavers, stones etc. that are not to receive retarder finish prior to concrete placement and retarder application using GCP Applied Technologies Top Cast SS 100 Surface Protectant. Distributed by Dayton Superior.
2. Place concrete in the manner prescribed previously. Screed or strike off the surface in two (2) directions using a wooden or metal straight edge to achieve the proper elevation in a sawing motion back and forth.
3. Allow the bleed water to evaporate the surface. It can then be floated using a wooden hand float or a bull-float preferably wooden to close the surface and surround the coarse aggregate with cement paste. Do not overwork the surface, as this tends to drive the aggregate down away from the surface to be exposed. Float to a uniform appearance.

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4. To reduce the rate of evaporation of moisture from the concrete use AquaFilm® J74RTU during the finishing process, his reduction of moisture loss allows time for proper finishing.

B. Exposed Sand Finishes: The use of a rolling tamper, jitterbug or rolling jitterbug shall be considered when producing micro etched concrete surfaces. This will enable the finisher to create a denser surface paste with no obstruction due to the appearance of coarse aggregate, allowing for a uniform sand texture.
1. Protect all areas, aluminum trim, curbs, borders and adjacent concrete and masonry surfaces, pavers, stones etc. that are not to receive retarder finish prior to concrete placement and retarder application using GCP Applied Technologies Top Cast SS 100 Surface Protectant. Distributed by Dayton Superior.
2. Place concrete in the manner prescribed previously. Screed or strike off the surface in two (2) directions using a wooden or metal straight edge to achieve the proper elevation in a sawing motion back and forth.
3. Allow the bleed water to evaporate the surface. It can then be floated using a wooden hand float or a bull-float preferably wooden to close the surface and surround the coarse aggregate with cement paste. Float to a uniform appearance. Follow float operations with hand trowels or Fresno steel trowels to create tight dense smooth surface. (This may require two or three passes depending upon mix design and or desired finish to be achieved).
4. To reduce the rate of evaporation of moisture from the concrete use AquaFilm® J74RTU during the finishing process, his reduction of moisture loss allows time for proper finishing.
   NOTE: Do not burnish the surface or allow the micro etched surface to prematurely dry prior to the application of Top Cast.

C. Concrete Surface Retarders Spray Applied, film forming top surface retarder, designed for specific sized aggregates and finish requirements. Color coded to allow for ease of application and verification of grade being used as well as even and complete coverage.
1. Soon after the final seal finish has been completed spray GCP Applied Technologies “Top Cast” surface retarder using a lowpressure sprayer with a 0.5gpm tip at a rate of 200—350 sq./ft. per gallon in a full hiding coat.
   a. Once dry GCP Applied Technologies “Top Cast “will yield a coating that provides intermittent rain protection. Once completely dry it can be covered to protect the surface if heavy extended rains are predicted.

Retarder Selection Guide

Number	Aggregate Size to Expose	Color
01	Light Acid Etch Finish	White
03	Acid Etch Finish	Violet
05	Sand Texture Finish	Lt. Blue
15	Up to 1/4” Agg.	Yellow
25	1/8” to 1/4” Agg.	Beige
50	1/8” to 3/8” Agg.	Canary Green
75	1/4" to 3/8” Agg.	Blue
100	3/8” to 1/2" Agg.	Gray
125	3/8” to 5/8” Agg.	Pink
150	3/8” to 5/8” Agg.	Green
200	5/8” to 1” Agg.	Salmon
250	1” to 1-1/2” Agg.	Lt. Orange

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2. Wash surface with water rinse using stiff brooms and water hose or by high pressure washing with power equipment as early as 4-16 depending on weather conditions. Retarder removal intervals are dependent upon strength of the concrete mix, aggregate size and desired washing techniques. Earlier washing on the light etches may be necessary. Verify in accordance with the mock-up approval detailed herein.
3. Rinse water and cement matrix removal shall be in accordance with local codes and should not be allowed to be washed or flow down to arroyos, storm sewers, ponds, streams or sanitary sewers by precipitation or other surface flows.
4. Prior to completion of the project, remove wash water residue from the site to location approved by the local district.

3.6 CONCRETE SURFACE REPAIRS

A. Patching Defective Areas: Immediately cut out honeycomb, rock pockets and voids over ¼ inch (6mm) in any dimension as well as holes left by tie rods, bolts etc. down to solid concrete but, in no case to a depth less than 1 inch (25mm).
   1. Cut edges perpendicular to concrete surface.
   2. Thoroughly clean, dampen with water, and brush coat area to be patched with neat cement grout or proprietary bonding agent before placing cement mortar or proprietary patching compound.

B. Remove and replace concrete with defective surfaces if defects cannot be repaired to the satisfaction of the owner's representative.
   1. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface as well as stains and other discolorations that cannot be removed by cleaning.
      a. Dampen concrete surfaces in contact with patching concrete and brush with neat cement grout or apply concrete bonding agent.
      b. Mix Patching concrete of same materials to provide concrete of same type of class as original concrete.
      c. Place, compact and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

END OF SECTION 03351

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SECTION 006500 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Inspection procedures
   2. Project Record Documents
   3. Operation and maintenance manuals
   4. Warranties
   5. Instruction of Owner's personnel
   6. Final cleaning

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following:
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   4. Obtain and submit a Certificate of Occupancy from the City Building Department for the use of the buildings.
   5. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   6. Prepare and submit Project Record Documents and Operation and Maintenance Manuals.
   7. Deliver tools, spare parts, extra materials, materials designated in the construction documents, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
   8. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
   9. Complete startup testing of systems.
   10. Submit test/adjust/balance records.
   11. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
   12. Advise Owner of changeover in related utilities.
   13. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
   14. Complete final cleaning requirements, including touchup painting.
   15. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

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B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner's representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's representative will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner's representative that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected. Contractor to pay for the cost of all consultants' time for re-inspections on a time and materials basis if work is significantly incomplete.
   2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
   1. Submit a final Application for Payment according to Supplemental General Conditions.
   2. Submit certified copy of Owner's representative's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner's representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   4. Submit pest-control final inspection report and warranty.
   5. Submit a written certification that all construction has been completed with asbestos free materials.
   6. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner's representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's representative will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

C. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected. Contractor to pay for the cost of all consultants' time for re-inspections on a time and materials basis if work is significantly incomplete.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of the list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Organize list of spaces in sequential order, starting with exterior areas first. For exterior spaces, identify major landmarks or adjacent amenities to describe the space.

B. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

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C. Include the following information at the top of each page:
   1. Project name
   2. Date
   3. Name of Owner’s representative
   4. Name of Contractor
   5. Page number

1.5 PROJECT RECORD DOCUMENTS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Owner’s representative's reference during normal working hours.

B. Record Drawings: Contractor to prepare, maintain, finalize and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings. Contractor to utilize a licensed surveyor to provide final elevation grades for record drawings. Contractor to provide the City with an electronic copy of the final record drawings.
   1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
      a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
      b. Accurately record information in an understandable drawing technique.
      c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
      d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
   2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
   3. Mark important additional information that was either shown schematically or omitted from original Drawings.
   4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
   5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
   6. Contractor shall review the record drawings on a monthly basis with the owner’s representative to verify that the record drawings are up to date. The contractor shall ensure that the record drawings reflect the actual construction progress accurate to within 48 hours.

C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

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3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
4. Contractor shall review the record specifications on a monthly basis with the owner's representative to verify that the record drawings are up to date. The contractor shall ensure that the record drawings reflect the actual construction progress accurate to within 48 hours.

D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Drawings and Record Specifications, where applicable.

E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.6 OPERATION AND MAINTENANCE MANUALS

A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Contractor to provide the City with an electronic copy of the operation and maintenance manuals. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data:
   a. Emergency instructions and procedures.
   b. System, subsystem, and equipment descriptions, including operating standards.
   c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
   d. Description of controls and sequence of operations.
   e. Piping diagrams.
2. Maintenance Data:
3. Manufacturer's information, including list of spare parts.
4. Name, address, and telephone number of Installer or supplier.
5. Maintenance procedures.
6. Maintenance and service schedules for preventive and routine maintenance.
7. Maintenance record forms.
8. Sources of spare parts and maintenance materials.
9. Copies of maintenance service agreements.
10. Copies of warranties and bonds.

B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND

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MAINTENANCE MANUAL," Project name, and subject matter of contents. Submit 3 copies of the manual.

1.7 WARRANTIES

A. Submittal Time: Submit written warranties on request of Owner's representative for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Provide instructors experienced in operation and maintenance procedures.
   2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
   3. Schedule training with Owner, with at least seven days' advance notice.
   4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.

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B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
   1. System design and operational philosophy.
   2. Review of documentation.
   3. Operations.
   4. Adjustments.
   5. Troubleshooting.
   6. Maintenance.
   7. Repair.

3.2 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
   2. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   3. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   4. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   5. Remove tools, construction equipment, machinery, and surplus material from Project site.
   6. Remove snow and ice to provide safe access to building.
   7. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   8. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   9. Sweep concrete floors broom clean in unoccupied spaces.
   10. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
   11. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
   12. Remove labels that are not permanent.
   13. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
       a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

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14. Revise seven subparagraphs below to suit Project. Check for conflict or duplication with provisions in other Sections, particularly Divisions 15 and 16.
15. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
16. Replace parts subject to unusual operating conditions.
17. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
18. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
19. Subparagraph below is a major work item that may be disruptive to closeout procedures.
20. Clean ducts, blowers, and coils if units were operated without filters during construction.
21. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
22. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 006500

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SECTION 007200 – GENERAL CONDITIONS

PART 1 - GENERAL

1.1 The General Conditions of the Contract for Construction, MAG Uniform Standard Specifications for Public Works Construction, 2018 Revision to the 2015 Edition, General Conditions Section 101 through 110 are part of this Contract.

1.2 Electronic version of the MAG Uniform Standard Specifications for Public Works Construction, 2018 Revision to the 2015 Edition can be found at the following address:

http://azmag.gov/Portals/0/Documents/MagContent/2018_Specifications_and_Details_Book12.pdf

END OF SECTION 007200

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SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Supplemental General Conditions and the Special Provisions, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Owner’s representative's responsive action.

B. Informational Submittals: Written information that does not require Owner’s representative’s approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. General: The Owner’s representative will not provide electronic copies of CAD Drawings of the Contract Drawings for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
      a. Owner’s representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Submittals shall be submitted in a timely manner to allow adequate review time as scheduled below, resubmittal if necessary, and delivery of materials so as not to adversely affect the scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner’s representative's receipt of submittal.
   1. Initial Review: Allow 3 working days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent

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submittals. Owner's representative will advise Contractor when a submittal being processed must be delayed for coordination.

2. Delete subparagraph below if not required.
3. Concurrent Review: Where concurrent review of submittals by Owner's representative's consultants, Owner, or other parties is required, allow 7 working days for initial review of each submittal.
4. All submittals shall be routed as determined at the Pre-Construction Conference.
5. Insert list of submittals below requiring concurrent review, or delete and identify submittals in the Sections where they are specified. Structural, mechanical, plumbing, and electrical components are examples of the Work that often require concurrent review.
6. Allowing procedure in subparagraph below may cause tracking problems for Architect and Construction Manager, if any. Delete if not allowed. See Evaluations.
7. If intermediate submittal is necessary, process it in same manner as initial submittal.
8. Allow 5 working days for processing each resubmittal.
9. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.

E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Owner's representative.
3. Include the following information on label for processing and recording action taken:
    a. Revise list below to suit Project.
    b. Project name.
    c. Date.
    d. Name and address of Owner's representative.
    e. Name and address of Contractor.
    f. Name and address of subcontractor.
    g. Name and address of supplier.
    h. Name of manufacturer.
    i. Revise first subparagraph below to suit Project and office practice. See Evaluations.
    j. Unique identifier, including revision number.
    k. Number and title of appropriate Specification Section.
    l. Drawing number and detail references, as appropriate.
    m. Other necessary identification.

F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Owner's representative observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Owner's representative will return submittals, without review, received from sources other than Contractor.
1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Owner's representative on previous submittals, and deviations from requirements of the Contract

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Documents, including minor variations and limitations. Include the same label information as the related submittal.

2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
3. Transmittal Form: Provide locations on form to include the following information:
   a. Project name.
   b. Date.
   c. Destination (To:).
   d. Source (From:).
   e. Names of subcontractor, manufacturer, and supplier.
   f. Category and type of submittal.
   g. Submittal purpose and description.
   h. Submittal and transmittal distribution record.
   i. Remarks.
   j. Signature of transmitter.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating action taken by Owner's representative in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.
   1. Number of Copies: Submit sufficient number of copies of each submittal as will allow the Owner's representative to retain four (4) copies of each submittal, unless otherwise indicated. Owner's representative will return the remaining marked up copies. Action submittals may also be submitted and returned electronically.
   2. O & M Manuals: The contractor shall retain one copy of all marked up submittals to be copied and incorporated in the O&M Manuals.
   3. Number of Copies: Submit copies of each submittal, as follows, unless otherwise indicated. Submittals may also be submitted and returned electronically:
      a. Initial Submittal: Submit three copies of each submittal where selection of options, color, pattern, texture, or similar characteristics is required. Owner's representative will return submittal with options selected.
      b. Final Submittal: Submit three copies, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Owner's representative will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Document.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

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2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
    a. Expand list below to suit Project.
    b. Manufacturer's written recommendations.
    c. Manufacturer's product specifications.
    d. Manufacturer's installation instructions.
    e. Standard color charts.
    f. Manufacturer's catalog cuts.
    g. Wiring diagrams showing factory-installed wiring.
    h. Printed performance curves.
    i. Operational range diagrams.
    j. Mill reports.
    k. Standard product operating and maintenance manuals.
    l. Compliance with recognized trade association standards.
    m. Compliance with recognized testing agency standards.
    n. Application of testing agency labels and seals.
    o. Notation of coordination requirements.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Include the following information, as applicable:
    a. Revise or expand list below to suit Project. Comply with Owner's requirements and office policy.
    b. Dimensions.
    c. Identification of products.
    d. Fabrication and installation drawings.
    e. Roughing-in and setting diagrams.
    f. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    g. Shop work manufacturing instructions.
    h. Templates and patterns.
    i. Schedules.
    j. Design calculations.
    k. Compliance with specified standards.
    l. Notation of coordination requirements.
    m. Notation of dimensions established by field measurement.
2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
4. Number of Copies: Submit copies of each submittal, as follows:
    a. Initial Submittal: Submit one correctable, translucent, reproducible print and two blue- or black-line prints. Submit five prints where prints are required for operation and maintenance manuals. Owner’s representative will return the reproducible print. Mark up and retain one returned print as a Project Record Drawing.
    b. Resubmittal: Same as initial submittal.

D. Samples: Prepare physical units of materials or products, including the following:
1. Provide sample panels and mock-ups as specified in the separate specification sections.

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2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Owner’s representative's sample where so indicated. Attach label on unexposed side that includes the following:
    a. Generic description of Sample.
    b. Product name or name of manufacturer.
    c. Sample source.
5. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
    a. Size limitations.
    b. Compliance with recognized standards.
    c. Availability.
    d. Delivery time.
6. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
    a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
    b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
7. Number of Samples for Initial Selection: Submit three full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Owner’s representative will return submittal with options selected.
8. Number of Samples for Verification: Submit three sets of Samples. Owner’s representative will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
    a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
9. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

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E. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Type of product. Include unique identifier for each product.
   2. Number and name of room or space.
   3. Location within room or space.

F. Contractor's Construction Schedule: Comply with requirements in the SUPPLEMENTAL GENERAL CONDITIONS.

G. Submittals Schedule: Submit 3 copies of the Submittal Schedule within 7 working days of notice to proceed.

H. Application for Payment: Comply with requirements in the SUPPLEMENTAL GENERAL CONDITIONS.

I. Schedule of Values: Submit 3 copies of the Schedule of Values within 10 working days of the notice to proceed.

J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Submit 3 copies. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.
   1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Owner’s representative will not return copies.
   2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
   3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."

B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Owner’s representatives and owners, and other information specified.

D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and

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Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.

H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

J. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

K. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

L. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

M. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

N. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.
   4. Product and manufacturers' names.
   5. Description of product.
   6. Test procedures and results.
   7. Limitations of use.

O. Maintenance and Operation Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Section 01770 "Closeout Procedures". Submit 3 copies.

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P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

T. Material Safety Data Sheets: Submit information directly to Owner. If submitted to Owner’s representative, Owner’s representative will not review this information but will return it with no action taken.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner’s representative.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date

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of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 OWNER’S REPRESENTATIVE'S ACTION

A. General: Owner’s representative will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Owner’s representative will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner’s representative will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

C. Informational Submittals: Owner’s representative will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Owner’s representative will forward each submittal to appropriate party.

D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 013300

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SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

B. Related Sections:

1. Section 015000 "Temporary Facilities and Controls" for temporary site fencing.
2. Section 311000 "Site Clearing" for removing existing trees and shrubs.

1.3 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a diameter tape or the average of the smallest and largest diameters at 6 inches (150 mm) above the ground for trees up to, and including, 4-inch (100-mm) size; and 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.

B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, to match edge of canopy.

C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.

D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Verification: For each type of the following:

1. Organic Mulch: 1-quart (1-L) volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components
3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

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C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree.
2. Location on site plan. Include unique identifier for each.
3. Reason for pruning.
4. Description of pruning to be performed.
5. Description of maintenance following pruning.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified arborist and tree service firm.

B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1. Use sufficiently detailed photographs or videotape.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.6 QUALITY ASSURANCE

A. Arborist Qualifications: Certified Arborist as certified by ISA

B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

C. Preinstallation Conference: Conduct conference at Project site

1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:

a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
b. Enforcing requirements for protection zones.
c. Arborist's responsibilities.
d. Field quality control.

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1.7 PROJECT CONDITIONS

A. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch (25 mm) in diameter; and free of weeds, roots, and toxic and other nonsoil materials.

1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.

B. Topsoil: Stockpiled topsoil from location shown on Drawings

C. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:

1. Type: Partially composted Shredded hardwood, Ground or shredded bark, or Wood and bark chips
2. Size Range: 3 inches (76 mm) maximum, 1/2 inch (13 mm) minimum
3. Color: Natural.

D. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements.

1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch (50-mm) opening, 0.148-inch- (3.76-mm-) diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- (60-mm-) OD line posts, and 2-7/8-inch- (73-mm-) OD corner and pull posts and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

a. Height: 6 feet (1.8 m)

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2. Wood Protection-Zone Fencing: Constructed of two 2-by-4-inch (50-by-100-mm) horizontal rails, with 4-by-4-inch (100-by-100-mm) preservative-treated wood posts spaced not more than 8 feet (2.4 m) apart, and lower rail set halfway between top rail and ground.

    a. Height: 4 feet (1.2 m)

3. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and weighing a minimum of 0.4 lb/ft. (0.6 kg/m); remaining flexible from minus 60 to plus 200 deg F (minus 16 to plus 93 deg C); inert to most chemicals and acids; minimum tensile yield strength of 2000 psi (13.8 MPa) and ultimate tensile strength of 2680 psi (18.5 MPa); secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet (2.4 m) apart.

    a. Height: 4 feet (1.2 m)
    b. Color: High-visibility orange, nonfading.

E. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated.

1. Apply 4-inch (100-mm) average thickness of organic mulch. Do not place mulch within 6 inches (150 mm) of tree trunks.

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3.3 TREE- AND PLANT-PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones [before materials or equipment are brought on the site and construction operations begin] <Insert requirement> in a manner that will prevent people[and animals] from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
3. Access Gates: Install [where indicated] <Insert requirement>; adjust to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 20 feet (6 m) on protection-zone fencing, but no fewer than four signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.

D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.

1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving."

B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.

C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If

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encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction and as required for root pruning.

D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:

1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
2. Cut Ends: Per Arborist Direction
3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
4. Cover exposed roots with burlap and water regularly.
5. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."

B. Root Pruning at Edge of Protection Zone: Per Arborist Direction

C. Root Pruning within Protection Zone: Per Arborist Direction. Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Prune branches per Arborist Direction.

1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
2. Pruning Standards: Prune trees according to ANSI A300 (Part 1)

3. Cut branches with sharp pruning instruments; do not break or chop.
4. Do not apply pruning paint to wounds.

B. Chip removed branches and spread over areas identified by Landscape Architect and Arborist.

3.7 REGRADING

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

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B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.

1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is 2 inches (50 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

1. Submit details of proposed root cutting and tree and shrub repairs.
2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
4. Perform repairs within 24 hours.
5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.

B. Trees: Remove and replace trees indicated to remain that are more than 50 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.

1. Provide new trees of same size and species as those being replaced for each tree that measures 4 inches (100 mm) or smaller in caliper size.
2. Provide one new tree(s) of 4-inch (100-mm) caliper size for each tree being replaced that measures more than 4 inches (100 mm) in caliper size.

    a. Species: Species selected by Landscape Architect

3. Plant and maintain new trees as specified in Section 329300 "Plants."

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

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END OF SECTION 015639

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SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
   1. Concrete headers.
   2. Site walls.
   3. Slab on Grade.
   4. Footings

B. Related Sections:
   1. Section 321316 "Decorative Concrete Paving" for decorative concrete pavement and walks.
   2. Section 321373 " Concrete Paving Joint Sealants" for concrete pavement and walks.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

   1. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

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1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

E. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the Landscape Architect.

F. Samples: For vapor retarder.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer manufacturer and testing agency.

B. Welding certificates.

C. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Fiber reinforcement.
6. Waterstops.
7. Curing compounds.
8. Floor and slab treatments.
9. Bonding agents.
10. Adhesives.
11. Vapor retarders.
12. Semirigid joint filler.
13. Joint-filler strips.
14. Repair materials.

D. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:

1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

E. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

F. Field quality-control reports.

G. Minutes of preinstallation conference.

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1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

E. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

H. Mockups: Cast concrete slab-on-grade and formed-surface panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship.

1. Build panel approximately 100 sq. ft. for slab-on-grade and 60 sq. ft. for formed surface in the location indicated or, if not indicated, as directed by Landscape Architect.
2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

I. Preinstallation Conference: Conduct conference at Project site.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

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a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Concrete subcontractor.
e. Special concrete finish subcontractor.

2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semirigid joint fillers, forms and form removal limitations, shoring and reshoring procedures, vapor-retarder installation, anchor rod and anchorage device installation tolerances, steel reinforcement installation, floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
   a. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
3. Reckli formliner 2/208 Volta, or equal.

B. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

C. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.

D. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

E. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.

F. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

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G. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

H. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that will leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
2. Furnish ties that, when removed, will leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel smooth bars, cut true to length with ends square and free of burrs.

B. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.

C. Zinc Repair Material: ASTM A 780, zinc-based solder, paint containing zinc dust, or sprayed zinc.

D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.4 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

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1. Portland Cement: ASTM C 150, Type II Supplement with the following:

    a. Fly Ash: ASTM C 618,
    b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

B. Silica Fume: ASTM C 1240, amorphous silica.

C. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.

D. Water: ASTM C 94/C 94M and potable.

2.5 ADMIXTURES

A. Air-Entraining Admixture ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.6 VAPOR RETARDERS

A. Sheet Vapor Retarder: ASTM E 1745, Class A, Include manufacturer's recommended adhesive or pressure-sensitive tape.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Carlisle Coatings & Waterproofing, Inc.; Blackline 400.
    b. Fortifiber Building Systems Group; Moistop Ultra 15.
    c. Grace Construction Products, W. R. Grace & Co.; Florprufe 120.
    d. Insulation Solutions, Inc.; Viper VaporCheck 16
    e. Meadows, W. R., Inc.; Perminator 10 mil
    f. Raven Industries Inc.; Vapor Block 10.
    g. Reef Industries, Inc.; Griffolyn 10 mil Green.
    h. Stego Industries, LLC; Stego Wrap 10 mil Class A.

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2.7 CURING MATERIALS

A. Evaporation Retarder: ASTM C309 Type 2 Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Axim Italcementi Group, Inc.; CATEXOL CimFilm.
b. BASF Construction Chemicals - Building Systems; Confilm.
c. ChemMasters; SprayFilm.
d. Conspec by Dayton Superior; Aquafilm.
e. Dayton Superior Corporation; Sure Film (J-74).
f. Edoco by Dayton Superior; BurkeFilm.
g. Euclid Chemical Company (The), an RPM company; Eucobar.
h. Kaufman Products, Inc.; Vapor-Aid.
i. Lambert Corporation; LAMBCO Skin.
j. L&M Construction Chemicals, Inc.; E-CON.
k. Meadows, W. R., Inc.; EVAPRE.
l. Metalcrete Industries; Waterhold.
m. Nox-Crete Products Group; MONOFILM.
n. Sika Corporation; SikaFilm.
o. SpecChem, LLC; Spec Film.
p. Symons by Dayton Superior; Finishing Aid.
q. TK Products, Division of Sierra Corporation; TK-2120 TRI-FILM.
r. Unitex; PRO-FILM.
s. Vexcon Chemicals, Inc.; Certi-Vex Envio Set.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

2.8 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber

B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 per ASTM D 2240.

C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

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1. Types I and II, non-load bearing Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

E. Reglets: Fabricate reglets of not less than 0.022-inch- (0.55-mm-) thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

F. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch (0.85 mm) thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.9 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Ground Granulated Blast-Furnace Slag: 50 percent.
4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
5. Silica Fume: 10 percent.
6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to [0.06] [0.15] [0.30] [1.00] percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2.10 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Footings: Proportion normal-weight concrete mixture as follows:

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1. Minimum Compressive Strength: 3500 psi (24.1 MPa) at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.40
3. Slump Limit: 4 inches (100 mm) for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture plus or minus 1 inch (25 mm).
4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch (38-mm) nominal maximum aggregate size.
5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch (19-mm) nominal maximum aggregate size.

B. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3500 psi (24.1 MPa) at 28 days.
2. Minimum Cementitious Materials Content: 470 lb/cu. yd. (279 kg/cu. m
3. Slump Limit: 4 inches (100 mm) plus or minus 1 inch (25 mm).
4. Air Content: 5.5percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch (38-mm) nominal maximum aggregate size.
5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch (19-mm)] nominal maximum aggregate size.
6. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
7. a rate of [50 lb/cu. yd. (29.7 kg/cu. m)] <Insert weight>.
8. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd. (0.60 kg/cu. m)

C. Building Walls: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3500 psi (24.1 MPa) at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.40
3. Slump Limit: 4 inches (100 mm) for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch (25 mm).
4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch (38-mm) nominal maximum aggregate size.
5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch (19-mm) nominal maximum aggregate size.

2.11 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.12 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

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B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch (3.2 mm) for smooth-formed finished surfaces.
2. Class B, 1/4 inch (6 mm) for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer, refer to details for finish of exterior corners and edges of permanently exposed concrete.

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I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
3. Install dovetail anchor slots in concrete structures as indicated.

3.3 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

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3.4 SHORES AND RESHORES

A. Comply with ACI 318 (ACI 318M) and ACI 301 for design, installation, and removal of shoring and reshoring.

1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.

B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.

C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 VAPOR RETARDERS

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder according to manufacturer's written instructions.

C. Granular Course: Cover vapor retarder with fine-graded granular material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch (0 mm) or minus 3/4 inch (19 mm).

1. Place and compact a 1/2-inch- (13-mm-) thick layer of fine-graded granular material over granular fill.

3.6 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

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E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

G. Zinc-Coated Reinforcement: Repair cut and damaged zinc coatings with zinc repair material according to ASTM A 780. Use galvanized steel wire ties to fasten zinc-coated steel reinforcement.

3.7 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
5. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
7. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

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D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished concrete surface where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.8 WATERSTOPS

A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of the Work. Field fabricate joints in waterstops according to manufacturer's written instructions.

B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

3.9 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

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3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

G. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.10 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and

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defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces to receive a rubbed finish

C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. "Sand" or Acid Etch Finish: Dayton Superior Products Topcast 05 surface retarder finish. Refer to Manufacturer's installation recommendations for vertical applications.

E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.11 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Landscape Architect before application.

3.12 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases 6 inches (150 mm) high unless otherwise indicated; and extend base not less than 6 inches (150 mm) in each direction beyond the maximum dimensions

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of supported equipment unless otherwise indicated or unless required for seismic anchor support.

3. Minimum Compressive Strength: 3500 psi (24.1 MPa) at 28 days.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base, and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.13 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatues. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

    a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.

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b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

3.14 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.15 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Landscape Architect. Remove and replace concrete that cannot be repaired and patched to Landscape Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one-part portland cement to two and one-half parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete. Limit cut depth to 3/4 inch (19 mm). Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match

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before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
5. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Landscape Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.16 FIELD QUALITY CONTROL

A. Testing and Inspecting: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

B. Inspections:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.

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7. Verification of concrete strength before removal of shores and forms from beams and slabs.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173/C 173M, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M.

    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    b. Cast and field cure [two] sets of two standard cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
9. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive

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strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

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SECTION 055213 - PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Steel **pipe and tube** railings.

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design railings, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:

1. Steel: 72 percent of minimum yield strength.
2. Stainless Steel: 60 percent of minimum yield strength.

C. Structural Performance: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:

a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
b. Infill load and other loads need not be assumed to act concurrently.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

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E. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.4 ACTION SUBMITTALS

A. Product Data: For the following:

1. Manufacturer's product lines of mechanically connected railings.
2. Railing brackets.
3. Grout, anchoring cement, and paint products.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

C. Samples for Initial Selection: For products involving selection of color, texture, or design.

D. Samples for Verification: For each type of exposed finish required.

1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
2. Fittings and brackets.
3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height.

a. Show method of [**finishing**] [**connecting**] members at intersections.

E. Delegated-Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified **professional engineer**.

B. Mill Certificates: Signed by manufacturers of stainless-steel products certifying that products furnished comply with requirements.

C. Welding certificates.

D. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.

E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

1.6 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of railing from single source from single manufacturer.

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B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

C. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
3. AWS D1.6, "Structural Welding Code - Stainless Steel."

1.7 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

1.8 COORDINATION AND SCHEDULING

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, **available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following**:

1. Steel Pipe and Tube Railings:

a. Pisor Industries, Inc.
b. Wagner, R & B, Inc.; a division of the Wagner Companies.

2. Aluminum Pipe and Tube Railings:

a. ATR Technologies, Inc.
b. Blum, Julius & Co., Inc.
c. Braun, J. G., Company; a division of the Wagner Companies.
d. CraneVeyor Corp.
e. Hollaender Manufacturing Company.

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f. Kee Industrial Products, Inc.
g. Moultrie Manufacturing Company.
h. Pisor Industries, Inc.
i. Sterling Dula Architectural Products, Inc.; Div. of Kane Manufacturing.
j. Superior Aluminum Products, Inc.
k. Thompson Fabricating, LLC.
l. Tri Tech, Inc.
m. Tubular Specialties Manufacturing, Inc.
n. Tuttle Railing Systems; Div. of Tuttle Aluminum & Bronze, Inc.
o. Wagner, R & B, Inc.; a division of the Wagner Companies.

3. Stainless-Steel Pipe and Tube Railings:

a. Blum, Julius & Co., Inc.
b. Paragon Aquatics; Division of Pentair, Inc.
c. Pisor Industries, Inc.
d. Stainless Fabricators, Inc.
e. Sterling Dula Architectural Products, Inc.; Div. of Kane Manufacturing.
f. Tri Tech, Inc.
g. Tubular Specialties Manufacturing, Inc.
h. Tuttle Railing Systems; Div. of Tuttle Aluminum & Bronze, Inc.
i. Wagner, R & B, Inc.; a division of the Wagner Companies.

2.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

2.3 STEEL AND IRON

A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than **25** percent.

B. Tubing: **ASTM A 500 (cold formed) or ASTM A 513**.

C. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.

1. Provide galvanized finish for exterior installations and where indicated.

D. Plates, Shapes, and Bars: ASTM A 36/A 36M.

E. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.

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F. Perforated Metal: Cold-rolled steel sheet, ASTM A 1008/A 1008M, or hot-rolled steel sheet, ASTM A 1011/A 1011M, commercial steel Type B, See Details.

G. Perforated Metal: Galvanized-steel sheet, ASTM A 653/A 653M, G90 (Z275) coating, commercial steel Type B, See Details.

H. Woven-Wire Mesh: See Details.

2.4 STAINLESS STEEL

A. Tubing: ASTM A 554, **Grade MT 304**.

B. Pipe: ASTM A 312/A 312M, **Grade TP 304**.

C. Castings: ASTM A 743/A 743M, **Grade CF 8 or CF 20**

D. Woven-Wire Mesh: See Details.

2.5 FASTENERS

A. General: Provide the following:

1. Ungalvanized-Steel Railings: Plated steel fasteners complying with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5 for zinc coating.
2. Hot-Dip Galvanized Railings: Type 304 stainless-steel or hot-dip zinc-coated steel fasteners complying with ASTM A 153/A 153M or ASTM F 2329 for zinc coating.
3. Aluminum Railings: **Type 304** stainless-steel fasteners.
4. Stainless-Steel Railings: **Type 304** stainless-steel fasteners.

B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated **and capable of withstanding design loads**.

C. Fasteners for Interconnecting Railing Components:

1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless otherwise indicated.
2. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
3. Provide **tamper-resistant** flat-head machine screws for exposed fasteners unless otherwise indicated.

D. Post-Installed Anchors: **Torque-controlled expansion anchors or chemical anchors** capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

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1. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.
2. Material for Exterior Locations and Where Stainless Steel is Indicated: Alloy [**Group 1 (A1)**] [**Group 2 (A4)**] stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

2.6 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

1. For **aluminum and stainless-steel** railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.

B. Low-Emitting Materials: Paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Etching Cleaner for Galvanized Metal: Complying with MPI#25.

D. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

E. Shop Primers: Provide primers that comply with **Section 099113 "Exterior Painting,"**

F. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

G. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.

2.7 FABRICATION

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage**, but not less than that required to support structural loads**.

B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

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C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

D. Form work true to line and level with accurate angles and surfaces.

E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

G. Connections: Fabricate railings with **welded** connections unless otherwise indicated.

H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove flux immediately.
4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

I. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.

1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.

J. Form changes in direction as follows:

1. As detailed.
2. **By bending or by inserting prefabricated elbow fittings**].
3. **By flush bends or by inserting prefabricated flush-elbow fittings**].
4. **By radius bends of radius indicated or by inserting prefabricated elbow fittings of radius indicated**].

K. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

L. Close exposed ends of railing members with prefabricated end fittings.

M. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.

N. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.

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1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.

O. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

P. For railing posts set in concrete, provide **stainless-steel** sleeves not less than 6 inches (150 mm) long with inside dimensions not less than 1/2 inch (13 mm) greater than outside dimensions of post, with metal plate forming bottom closure.

Q. For removable railing posts, fabricate slip-fit sockets from **stainless-steel** tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height. Provide socket covers designed and fabricated to resist being dislodged.

1. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.

R. Perforated-Metal Infill Panels: Fabricate infill panels from perforated metal made from **galvanized steel**

1. Edge panels with U-shaped channels made from metal sheet, of same metal as perforated metal and not less than 0.043 inch (1.1 mm) thick.
2. Orient perforated metal with pattern **as indicated on Drawings**

S. Woven-Wire Mesh Infill Panels: Fabricate infill panels from woven-wire mesh crimped into 1-by-1/2-by-1/8-inch (25-by-13-by-3-mm) metal channel frames. Make wire mesh and frames from same metal as railings in which they are installed.

1. Orient wire mesh **as indicated on Drawings**

T. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

2.8 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

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D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.9 STEEL AND IRON FINISHES

A. Galvanized Railings:

1. Hot-dip galvanize **exterior** steel and iron railings, including hardware, after fabrication.
2. Hot-dip galvanize indicated steel and iron railings, including hardware, after fabrication.
3. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
4. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
5. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
6. Fill vent and drain holes that will be exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.

B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.

C. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner.

D. For nongalvanized steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves, except galvanize anchors to be embedded in exterior concrete or masonry.

E. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with **SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."**

1. Exterior Railings: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
2. Railings Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
3. Railings Indicated to Receive Primers Specified in Section 099600 "High-Performance Coatings": SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
4. Other Railings: SSPC-SP 3, "Power Tool Cleaning."

F. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

1. Shop prime uncoated railings with **primers specified in Section 099113 "Exterior Painting"**
2. Do not apply primer to galvanized surfaces.

G. Shop-Painted Finish: Comply with **Section 099113 "Exterior Painting."**

1. Color: **As indicated on Materials Schedule**

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2.10 STAINLESS-STEEL FINISHES

A. Remove tool and die marks and stretch lines, or blend into finish.

B. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.

C. 180-Grit Polished Finish: Oil-ground, uniform, directionally textured finish.

D. 320-Grit Polished Finish: Oil-ground, uniform, fine, directionally textured finish.

E. Polished and Buffed Finish: Oil-ground, 180-grit finish followed by buffing.

F. Directional Satin Finish: No. 4.

G. Dull Satin Finish: No. 6.

H. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

A. Fit exposed connections together to form tight, hairline joints.

B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.

1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (5 mm in 3 m).

C. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

D. Adjust railings before anchoring to ensure matching alignment at abutting joints.

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E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.

B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.

C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.

3.4 ANCHORING POSTS

A. Use metal sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with **nonshrink, nonmetallic grout or anchoring cement**, mixed and placed to comply with anchoring material manufacturer's written instructions.

B. Form or core-drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with **nonshrink, nonmetallic grout or anchoring cement**, mixed and placed to comply with anchoring material manufacturer's written instructions.

C. Cover anchorage joint with flange of same metal as post, **attached to post with set screws**.

D. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:

1. For aluminum pipe railings, attach posts using fittings designed and engineered for this purpose.
2. For stainless-steel pipe railings, weld flanges to post and bolt to supporting surfaces.
3. For steel pipe railings, weld flanges to post and bolt to metal supporting surfaces.

E. Install removable railing sections, where indicated, in slip-fit metal sockets cast in concrete.

3.5 ATTACHING RAILINGS

A. Anchor railing ends at walls with round flanges anchored to wall construction and **welded to railing ends or connected to railing ends using nonwelded connections**.

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B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and [**welded to railing ends**] [**or**] [**connected to railing ends using nonwelded connections**].

C. Attach railings to wall with wall brackets. Provide brackets with 1-1/2-inch (38-mm) clearance from inside face of handrail and finished wall surface. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

1. Use type of bracket with **flange tapped for concealed anchorage to threaded hanger bolt**.
2. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

D. Secure wall brackets and railing end flanges to building construction as follows:

1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
2. For hollow masonry anchorage, use toggle bolts.
3. For wood stud partitions, use hanger or lag bolts set into studs or wood backing between studs. Coordinate with carpentry work to locate backing members.
4. For steel-framed partitions, use hanger or lag bolts set into **fire-retardant-treated** wood backing between studs. Coordinate with stud installation to locate backing members.
5. For steel-framed partitions, use self-tapping screws fastened to steel framing or to concealed steel reinforcements.
6. For steel-framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

3.6 ADJUSTING AND CLEANING

A. Clean **stainless steel** by washing thoroughly with clean water and soap and rinsing with clean water.

B. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.

C. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in **Section 099113 "Exterior Painting"**

D. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

3.7 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

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END OF SECTION 055213

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SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
   1. Concrete – Lagoon Barrier Rails
   2. CMU w Stucco – Lagoon Barrier Columns and Existing Walls
   3. Galvanized Metal – Guardrails and Infill Meshes

B. See Architectural Specification for painting at Restrooms, Park Structures and Pavilion.

1.3 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

   1. Submit Samples on rigid backing, 8 inches (200 mm) square.

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2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
3. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

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1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. Benjamin Moore & Co. (Canada).
4. Bennette Paint Manufacturing Company, Inc.
5. Betonel Ltd.
6. BLP Mobile Paint Manufacturing.
7. California Paints.
8. Cloverdale Paint.
9. Color Wheel Paints & Coatings.
10. Columbia Paint & Coatings.
11. Conco Paints.
12. Coronado Paint.
13. Davis Paint Company.
14. Del Technical Coatings.
15. Diamond Vogel Paints.
16. Dunn-Edwards Corporation.
17. Durant Performance Coatings.
18. Duron, Inc.
19. Envirocoatings Canada Inc.
20. Euclid Chemical Company.
21. Farrell-Calhoun.
22. Frazee Paint.
23. General Paint.
24. Hallman Lindsay Paints.
25. Hirshfield's, Inc.
26. ICI Paints.
27. ICI Paints (Canada).
28. Insl-x.
29. Kelly-Moore Paints.
30. Kwal Paint.
31. Life Paint Corp.
32. M.A.B. Paints.
33. Microblend Technologies Inc.

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34. Miller Paint.
35. Mills Paint.
36. PARA Paints.
37. Parex LaHabra Inc.
38. Parker Paint Mfg. Co. Inc.
39. PPG Architectural Finishes, Inc.
40. Pratt & Lambert.
41. Rodda Paint Co.
42. Scott Paint.
43. Sherwin-Williams Company (The).
44. Sico, Inc.
45. Vista Paint.
46. Zinsser.

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

D. Colors: As indicated in a color materials schedule – LM001

2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior: MPI #4.

2.4 PRIMERS/SEALERS

A. Primer, Alkali Resistant, Water Based:[MPI #3.]

B. Primer, Bonding, Water Based:[MPI #17.]

C. Primer, Bonding, Solvent Based:[MPI #69.]

D. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.

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2.5 METAL PRIMERS

A. Primer, Alkyd, Anti-Corrosive for Metal:[MPI #79.]

B. Primer, Alkyd, Quick Dry, for Metal:[MPI #76.]

C. Primer, Galvanized, Water Based:[MPI #134.]

D. Primer, Galvanized: As recommended in writing by topcoat manufacturer.

E. Primer, Quick Dry, for Aluminum:[MPI #95.]

2.6 WATER-BASED PAINTS

A. Latex, Exterior Flat (Gloss Level 1):[MPI #10.]

B. Latex, Exterior Low Sheen (Gloss Level 3-4):[MPI #15.]

C. Latex, Exterior Semi-Gloss (Gloss Level 5):[MPI #11.]

D. Latex, Exterior, Gloss (Gloss Level 6:[MPI #119.]

E. Light Industrial Coating, Exterior, Water Based (Gloss Level 3):[MPI #161.]

F. Light Industrial Coating, Exterior, Water Based, Semi-Gloss (Gloss Level 5):[MPI #163.]

G. Light Industrial Coating, Exterior, Water Based, Gloss (Gloss Level 6):[MPI #164.]

2.7 SOLVENT-BASED PAINTS

A. Alkyd, Exterior Flat (Gloss Level 1):[MPI #8.]

B. Alkyd, Exterior, Semi-Gloss (Gloss Level 5):[MPI #94.]

C. Alkyd, Exterior Gloss (Gloss Level 6):[MPI #9.]

D. Alkyd, Quick Dry, Semi-Gloss (Gloss Level 5):[MPI #81.]

E. Alkyd, Quick Dry, Gloss (Gloss Level 7):[MPI #96.]

2.8 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.

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3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.
3. Portland Cement Plaster: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

D. Exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

E. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

F. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

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D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.

1. SSPC-SP 2, "Hand Tool Cleaning."
2. SSPC-SP 3, "Power Tool Cleaning."
3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

I. Aluminum Substrates: Remove loose surface oxidation.

J. Wood Substrates:

1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

K. Plastic Trim Fabrication Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
4. Paint entire exposed surface of window frames and sashes.

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5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
6. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed to view:

a. Equipment, including panelboards and switch gear.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

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C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE – See materials schedule LM001 for color information.

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System:

a. Prime Coat: Latex, exterior, matching topcoat.
b. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
c. Intermediate Coat: Latex, exterior, matching topcoat.
d. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
e. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
f. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
g. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

2. Latex Aggregate/Latex System:

a. Prime Coat: Textured coating, latex, flat[, MPI #42].
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].
g.

B. CMU Substrates:

1. Latex System:

a. Prime Coat: Block filler, latex, interior/exterior[, MPI #4].
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

2. Latex over Alkali-Resistant Primer System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

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C. Steel Substrates:

1. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, alkyd, anti-corrosive for metal[, MPI #79].
b. Prime Coat: Shop primer specified in Section where substrate is specified.
c. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
d. Topcoat: Light industrial coating, exterior, water based (Gloss Level 3)[, MPI #161].
e. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5)[, MPI #163].
f. Topcoat: Light industrial coating, exterior, water based, gloss (Gloss Level 6)[, MPI #164].

2. Alkyd System:

a. Prime Coat: Primer, alkyd, anticorrosive for metal[, MPI #79].
b. Prime Coat: Shop primer specified in Section where substrate is specified.
c. Intermediate Coat: Exterior alkyd enamel matching topcoat.
d. Topcoat: Alkyd, exterior, flat (Gloss Level 1)[, MPI #8].
e. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5)[, MPI #94].
f. Topcoat: Alkyd, exterior, gloss (Gloss Level 6)[, MPI #9].

3. Quick-Drying Enamel System:

a. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
b. Intermediate Coat: Alkyd, quick dry, matching topcoat.
c. Topcoat: Alkyd, quick dry, semi-gloss (Gloss Level 5)[, MPI #81].
d. Topcoat: Alkyd, quick dry, gloss (Gloss Level 7)[, MPI #96].

4. Aluminum Paint System:

a. Prime Coat: Primer, alkyd, anti-corrosive for metal[, MPI #79].
b. Prime Coat: Shop primer specified in Section where substrate is specified.
c. Intermediate Coat: Aluminum paint[, MPI #1].
d. Topcoat: Aluminum paint[, MPI #1].

D. Galvanized-Metal Substrates:

1. Latex System:

a. Prime Coat: Primer, galvanized, water based[, MPI #134].
b. Prime Coat: Primer, galvanized metal[, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated].
c. Intermediate Coat: Latex, exterior, matching topcoat.
d. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
e. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
f. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
g. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

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2. Water-Based Light Industrial Coating System:

    a. Prime Coat: Primer, galvanized, water based[, MPI #134].
    b. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
    c. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
    d. Topcoat: Light industrial coating, exterior, water based (Gloss Level 3)[, MPI #161].
    e. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5)[, MPI #163].
    f. Topcoat: Light industrial coating, exterior, water based, gloss (Gloss Level 6)[, MPI #164].

3. Alkyd System:

    a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
    b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
    c. Topcoat: Alkyd, exterior, flat (Gloss Level 5)[, MPI #8].
    d. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5)[, MPI #94].
    e. Topcoat: Alkyd, exterior, gloss (Gloss Level 5)[, MPI #9].

E. Aluminum Substrates:

1. Latex System:

    a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
    b. Intermediate Coat: Latex, exterior, matching topcoat.
    c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
    d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
    e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
    f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

2. Water-Based Light Industrial Coating System:

    a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
    b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
    c. Topcoat: Light industrial coating, exterior, water based (Gloss Level 3)[, MPI #161].
    d. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5)[, MPI #163].
    e. Topcoat: Light industrial coating, exterior, water based, gloss (Gloss Level 6)[, MPI #164].

3. Alkyd System:

    a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].

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b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
c. Topcoat: Alkyd, exterior, flat (Gloss Level 5)[, MPI #8].
d. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5)[, MPI #94].
e. Topcoat: Alkyd, exterior, gloss (Gloss Level 5)[, MPI #9].

F. Portland Cement Plaster Substrates:

1. Latex System:

a. Prime Coat: Latex, exterior, matching topcoat.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

2. Latex over Alkali-Resistant Primer System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

END OF SECTION 099113

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SECTION 129300 - SITE FURNISHINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Seating.
2. Tables.
3. Bike Racks.
4. Trash Receptacles.
5. Planter Pots.
6. Bollards.

B. Required Requirements:
1. Section 033000 "Cast-in-Place Concrete" for installing pipe sleeves cast, installing anchor bolts cast, and formed voids in concrete footings.
2. Section 312000 "Earth Moving" for excavation for installing concrete footings.

1.3 ACTION SUBMITTALS.

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

C. Samples for Initial Selection: For units with factory applied finishes.

D. Samples for Verification: For each type of exposed finish, not less than 6-inch long linear components and 4-inch square sheet components.
1. Include full-size samples of moveable chairs (all types).

E. Product Schedule: For site furnishings. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

1. Material Certificates: For site furnishings.
2. Wood Preservative Treatment: Include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.

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1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For all site furnishings to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Bench replacement slats: No fewer than two full size units for each size indicated.
   2. Trash Receptacles Inner Containers: Five Full Size units for each size indicated.
   3. Anchors.

PART 2 - PRODUCTS

2.1 SITE FURNISHINGS: SEE MATERIALS SCHEDULE LM100 FOR ALL PRODUCT INFORMATION. THIS INCLUDES BENCHES, TRASH RECEPTACLES, PLANTER POTS, BIKE RACKS, MOVABLE TABLES AND CHAIRS, UNLIT BOLLARDS AND OTHER SITE FURNISHINGS AS DEPICTED ON DRAWINGS.

A. Seating:

   1. Loll
      a. Adirondack Chair. Refer to LM100 Materials Schedule for finish and color.
   2. MMCITE
      a. Vera Solo-on Circular Bench. Refer to LM100 Materials Schedule for finish and color.
   3. Landscape Forms
      a. Bravo Bistro. Refer to LM100 Materials Schedule for finish and color.
      b. Perisphere 59” backed bench. Refer to LM100 Materials Schedule for finish and color.
      c. Perisphere 117” bench. Refer to LM100 Materials Schedule for finish and color.
      d. Perisphere 175” bench. Refer to LM100 Materials Schedule for finish and color.
      e. Harpo Chaise Lounge. Refer to LM100 Materials Schedule for finish and color.

B. Tables
   1. Landscape Forms
      a. Bravo Bistro. Refer to LM100 Materials Schedule for finish and color.
      b. Take-Out. Refer to LM100 Materials Schedule for finish and color.
      c. Parc Centre Table – Square Chess. Refer to LM100 Materials Schedule for finish and color.
   2. POPP
      a. Hero Ping Pong Table. Refer to LM100 Materials Schedule for finish and color.
      b. Installation Method: As indicated on Hardscape Detail Sheets.

C. Bicycle Racks:

   1. Landscape Forms
      a. Ring. Refer to LM100 Materials Schedule for finish and color.

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b. Installation Method: As indicated on Hardscape Detail Sheets.

D. Trash Receptacles:

1. Forms + Surfaces
   a. Tonyo. Refer to LM100 Materials Schedule for finish and color.
   b. Installation Method: As indicated on Hardscape Detail Sheets.
   c. Capacity: Not less than 36 gal.
2. MMCITE
   a. Valet. Refer to LM100 Materials Schedule for finish and color.
   b. Installation Method: As indicated on Hardscape Detail Sheets.

E. Planter Pots:
1. Landscape Forms
   a. Agave. Refer to LM100 Materials Schedule for finish and color.
   b. Installation Method: As indicated on Hardscape Detail Sheets.
2. QCP
   a. California Round. Refer to LM100 Materials Schedule for finish and color.
   b. Installation Method: As indicated on Hardscape Detail Sheets.

F. Drinking Fountains:
1. Urban+
   a. CF200. Refer to LM100 Materials Schedule for finish and color.
   b. Installation Method: As indicated by manufacturer.

G. Removable Bollard
1. Reliance Foundry
   a. R-8464 Removable Bollard. Refer to LM100 Materials Schedule for finish and color.
   b. Installation Method: As indicated on Hardscape Detail Sheets.

H. Shade Umbrella
1. Bahama
   a. Jumbrella. Refer to LM100 Materials Schedule for finish and color.
   b. Installation Method: As indicated on Hardscape Detail Sheets.

I. Shade Structure and Swing
1. Studio 431.
   a. Custom Swing Bench. Refer to LM100 Materials Schedule for finish and color.
   b. Installation Method: As indicated on Hardscape Detail Sheets.

2.2 MATERIALS

A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
1. Rolled or Cold-Finished Bars, Rods, and Wire: ASTM B 211.
2. Extruded Bars, Rods, Wire, Profiles, and Tubes: ASTM B 221.
3. Structural Pipe and Tube: ASTM B 429/B 429M.
4. Sheet and Plate: ASTM B 209.
5. Castings: ASTM B 26/B 26M.

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B. Steel and Iron:

1. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
2. Steel Pipe: ASTM A 53/A 53M or ASTM A 135/A 135M.
3. Steel Tubing: Cold-formed steel tubing complying with ASTM A 500/A 500M.
4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513, or steel tubing fabricated from steel complying with ASTM A 1011/A 1011M and complying with dimensional tolerances in ASTM A 500/A 500M; zinc coated internally and externally.
5. Steel Sheet: Commercial steel sheet complying with ASTM A 1011/A 1011M.
6. Perforated Metal: From steel sheet not less than 0.090-inch (2.3-mm) nominal thickness;
7. manufacturer's standard perforation pattern.
8. Expanded Metal: Carbon-steel sheets deburred after expansion, and complying with
9. ASTM F 1267.
10. Malleable-Iron Castings: ASTM A 47/A 47M, grade as recommended by fabricator for type of use intended.
11. Gray-Iron Castings: ASTM A 48/A 48M, Class 200.

C. Stainless Steel
1. Sheet, Strip, Plate, and Flat Bars: ASTM A666.
2. Pipe: Schedule 40 steel pipe complying with ASTM A 312/A 312M.
3. Tubing: ASTM A 554.

D. Wood: Surfaced smooth on four sides with eased edges; kiln dried, free of knots, solid stock of species indicated.

1. Wood Species: **Manufacturer's standard**.

2. Certified Wood: Fabricate site furnishings with components produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, “FSC Principles and Criteria for Forest Stewardship.”

3. Finish: Manufacturer’s recommendation.

E. Fiberglass: Multiple laminations of glass-fiber-reinforced polyester resin with UV-light stable, colorfast, nonfading, weather- and stain-resistant, colored polyester gel coat, and manufacturer's standard finish.

F. Plastic: Color impregnated, color and UV-light stabilized, and mold resistant.
1. Polyethylene: Fabricated from virgin plastic HDPE resin.
2. Recycled Content of Polyethylene: Postconsumer recycled content plus one-half of pre-consumer recycled content not less than 50 percent.

G. Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard, corrosion-resistant-coated or noncorrodible materials; commercial quality, tamperproof, vandal and theft resistant, concealed, recessed, and capped or plugged.
1. Angle Anchors: For inconspicuously bolting legs of site furnishings to on-grade substrate; extent as indicated.

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H. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M; recommended in writing by manufacturer, for exterior applications.
   1. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound; resistant to erosion from water exposure without needing protection by a sealer or waterproof coating; recommended in writing by manufacturer, for exterior applications.

I. Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
   1. Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq.ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent zinc pigmented coating, not less than 0.3 mil (0.0076 mm) thick.
   2. Hot-Dip Galvanizing: According to ASTM A 123/A 123M, ASTM A 153/A 153M, or ASTM A 924/A 924M.

2.3 FABRICATION

A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.

B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended, so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.

C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.

D. Preservative-Treated Wood Components: Complete fabrication of treated items before treatment if possible. If cut after treatment, apply field treatment complying with AWPA M4 to cut surfaces.

E. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.

F. Factory Assembly: Assemble components in the factory to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

2.4 GENERAL FINISH REQUIREMENTS

A. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

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2.5 ALUMINUM FINISHES

A. Baked-Enamel, Powder-Coat Finish: Manufacturer’s standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

2.6 STEEL AND GALVANIZED-STEEL FINISHES

A. Baked-Enamel, Powder-Coat Finish: Manufacturer’s standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

B. PVC Finish: Manufacturer’s standard, UV-light stabilized, mold-resistant, slip-resistant, matte-textured, dipped or sprayed-on, PVC-plastisol finish, with flame retardant added; complying with coating manufacturer's written instructions for pretreatment, application, and minimum dry film thickness.

2.7 IRON FINISHES

A. Baked-Enamel, Powder-Coat Finish: Manufacturer’s standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

2.8 STAINLESS STEEL FINISHES

A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
   1. Run directional finishes with long dimensions of each piece.
   2. Directional Satin Finish: No 4.
   3. Dull Satin Finish: No. 6.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer’s written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.

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B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.

C. Install site furnishings level, plumb, true, and securely anchored or positioned at locations indicated on Drawings.

D. Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.

E. Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site furnishings and 3/4 inch (19 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

F. Pipe Sleeves: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

END OF SECTION 129300

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SECTION 321313 – CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
   1. Concrete – Lagoon Barrier Rails
   2. CMU w Stucco – Lagoon Barrier Columns and Existing Walls
   3. Galvanized Metal – Guardrails and Infill Meshes

B. See Architectural Specification for painting at Restrooms, Park Structures and Pavilion.

1.3 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

   1. Submit Samples on rigid backing, 8 inches (200 mm) square.

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2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
3. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

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1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. Benjamin Moore & Co. (Canada).
4. Bennette Paint Manufacturing Company, Inc.
5. Betonel Ltd.
6. BLP Mobile Paint Manufacturing.
7. California Paints.
8. Cloverdale Paint.
9. Color Wheel Paints & Coatings.
10. Columbia Paint & Coatings.
11. Conco Paints.
12. Coronado Paint.
13. Davis Paint Company.
14. Del Technical Coatings.
15. Diamond Vogel Paints.
16. Dunn-Edwards Corporation.
17. Durant Performance Coatings.
18. Duron, Inc.
19. Envirocoatings Canada Inc.
20. Euclid Chemical Company.
21. Farrell-Calhoun.
22. Frazee Paint.
23. General Paint.
24. Hallman Lindsay Paints.
25. Hirshfield's, Inc.
26. ICI Paints.
27. ICI Paints (Canada).
28. Insl-x.
29. Kelly-Moore Paints.
30. Kwal Paint.
31. Life Paint Corp.
32. M.A.B. Paints.
33. Microblend Technologies Inc.

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34. Miller Paint.
35. Mills Paint.
36. PARA Paints.
37. Parex LaHabra Inc.
38. Parker Paint Mfg. Co. Inc.
39. PPG Architectural Finishes, Inc.
40. Pratt & Lambert.
41. Rodda Paint Co.
42. Scott Paint.
43. Sherwin-Williams Company (The).
44. Sico, Inc.
45. Vista Paint.
46. Zinsser.

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

D. Colors: As indicated in a color materials schedule – LM001

2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior: MPI #4.

2.4 PRIMERS/SEALERS

A. Primer, Alkali Resistant, Water Based: [MPI #3.]

B. Primer, Bonding, Water Based: [MPI #17.]

C. Primer, Bonding, Solvent Based: [MPI #69.]

D. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.

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2.5 METAL PRIMERS

A. Primer, Alkyd, Anti-Corrosive for Metal:[MPI #79.]

B. Primer, Alkyd, Quick Dry, for Metal:[MPI #76.]

C. Primer, Galvanized, Water Based:[MPI #134.]

D. Primer, galvanized: As recommended in writing by topcoat manufacturer.

E. Primer, Quick Dry, for Aluminum: [MPI #95.]

2.6 WATER-BASED PAINTS

A. Latex, Exterior Flat (Gloss Level 1):[MPI #10.]

B. Latex, Exterior Low Sheen (Gloss Level 3-4):[MPI #15.]

C. Latex, Exterior Semi-Gloss (Gloss Level 5):[MPI #11.]

D. Latex, Exterior, Gloss (Gloss Level 6:[MPI #119.]

E. Light Industrial Coating, Exterior, Water Based (Gloss Level 3):[MPI #161.]

F. Light Industrial Coating, Exterior, Water Based, Semi-Gloss (Gloss Level 5):[MPI #163.]

G. Light Industrial Coating, Exterior, Water Based, Gloss (Gloss Level 6):[MPI #164.]

2.7 SOLVENT-BASED PAINTS

A. Alkyd, Exterior Flat (Gloss Level 1):[MPI #8.]

B. Alkyd, Exterior, Semi-Gloss (Gloss Level 5):[MPI #94.]

C. Alkyd, Exterior Gloss (Gloss Level 6):[MPI #9.]

D. Alkyd, Quick Dry, Semi-Gloss (Gloss Level 5):[MPI #81.]

E. Alkyd, Quick Dry, Gloss (Gloss Level 7):[MPI #96.]

2.8 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.

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3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.
3. Portland Cement Plaster: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

D. Exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

E. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

F. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, workers skilled in the trades invoinvolvednstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

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D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.

1. SSPC-SP 2, "Hand Tool Cleaning."
2. SSPC-SP 3, "Power Tool Cleaning."
3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

I. Aluminum Substrates: Remove loose surface oxidation.

J. Wood Substrates:

1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

K. Plastic Trim Fabrication Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
4. Paint entire exposed surface of window frames and sashes.

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5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
6. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint undercoats same color as topcoat but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed to view:

a. Equipment, including panelboards and switch gear.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

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C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE – See materials schedule LM001 for color information.

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System:

a. Prime Coat: Latex, exterior, matching topcoat.
b. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
c. Intermediate Coat: Latex, exterior, matching topcoat.
d. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
e. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
f. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
g. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

2. Latex Aggregate/Latex System:

a. Prime Coat: Textured coating, latex, flat[, MPI #42].
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].
g.

B. CMU Substrates:

1. Latex System:

a. Prime Coat: Block filler, latex, interior/exterior[, MPI #4].
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

2. Latex over Alkali-Resistant Primer System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

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C. Steel Substrates:

1. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, alkyd, anti-corrosive for metal[, MPI #79].
b. Prime Coat: Shop primer specified in Section where substrate is specified.
c. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
d. Topcoat: Light industrial coating, exterior, water based (Gloss Level 3)[, MPI #161].
e. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5)[, MPI #163].
f. Topcoat: Light industrial coating, exterior, water based, gloss (Gloss Level 6)[, MPI #164].

2. Alkyd System:

a. Prime Coat: Primer, alkyd, anticorrosive for metal[, MPI #79].
b. Prime Coat Shop primer specified in Section where substrate is specified.
c. Intermediate Coat: Exterior alkyd enamel matching topcoat.
d. Topcoat: Alkyd, exterior, flat (Gloss Level 1)[, MPI #8].
e. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5)[, MPI #94].
f. Topcoat: Alkyd, exterior, gloss (Gloss Level 6)[, MPI #9].

3. Quick-Drying Enamel System:

a. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
b. Intermediate Coat: Alkyd, quick dry, matching topcoat.
c. Topcoat: Alkyd, quick dry, semi-gloss (Gloss Level 5)[, MPI #81].
d. Topcoat: Alkyd, quick dry, gloss (Gloss Level 7)[, MPI #96].

4. Aluminum Paint System:

a. Prime Coat: Primer, alkyd, anti-corrosive for metal[, MPI #79].
b. Prime Coat: Shop primer specified in Section where substrate is specified.
c. Intermediate Coat: Aluminum paint[, MPI #1].
d. Topcoat: Aluminum paint[, MPI #1].

D. Galvanized-Metal Substrates:

1. Latex System:

a. Prime Coat: Primer, galvanized, water based[, MPI #134].
b. Prime Coat: Primer, galvanized metal[, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated].
c. Intermediate Coat: Latex, exterior, matching topcoat.
d. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
e. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
f. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
g. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

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2. Water-Based Light Industrial Coating System:

    a. Prime Coat: Primer, galvanized, water based[, MPI #134].
    b. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
    c. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
    d. Topcoat: Light industrial coating, exterior, water based (Gloss Level 3)[, MPI #161].
    e. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5)[, MPI #163].
    f. Topcoat: Light industrial coating, exterior, water based, gloss (Gloss Level 6)[, MPI #164].

3. Alkyd System:

    a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
    b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
    c. Topcoat: Alkyd, exterior, flat (Gloss Level 5)[, MPI #8].
    d. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5)[, MPI #94].
    e. Topcoat: Alkyd, exterior, gloss (Gloss Level 5)[, MPI #9].

E. Aluminum Substrates:

1. Latex System:

    a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
    b. Intermediate Coat: Latex, exterior, matching topcoat.
    c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
    d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
    e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
    f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

2. Water-Based Light Industrial Coating System:

    a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
    b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
    c. Topcoat: Light industrial coating, exterior, water based (Gloss Level 3)[, MPI #161].
    d. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5)[, MPI #163].
    e. Topcoat: Light industrial coating, exterior, water based, gloss (Gloss Level 6)[, MPI #164].

3. Alkyd System:

    a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].

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b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
c. Topcoat: Alkyd, exterior, flat (Gloss Level 5)[, MPI #8].
d. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5)[, MPI #94].
e. Topcoat: Alkyd, exterior, gloss (Gloss Level 5)[, MPI #9].

F. Portland Cement Plaster Substrates:

1. Latex System:

a. Prime Coat: Latex, exterior, matching topcoat.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

2. Latex over Alkali-Resistant Primer System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior flat (Gloss Level 1)[, MPI #10].
d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4)[, MPI #15].
e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].
f. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

END OF SECTION 099113

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SECTION 321316 - DECORATIVE CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes colored concrete paving.

B. Related Sections:

1. Section 033000 "Cast-in-Place Concrete" for general building applications of concrete.
2. Section 033300 "Architectural Concrete" for general building applications of specially finished formed concrete.
3. Section 003351 “Exposed Aggregate Concrete” for cast-in-place concrete paving finish.
4. Section 321313 "Concrete Paving" for cast-in-place concrete paving with other finishes, curbs and gutters, pavement markings, and wheel stops.
5. Section 321373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within decorative concrete paving and in joints between decorative concrete paving and asphalt paving or adjacent construction.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Verification: For each type of exposed color, pattern, or texture indicated.

C. Other Action Submittals:

1. Design Mixtures: For each decorative concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified installer, ready-mix concrete manufacturer and testing agency.

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B. Material Certificates: For the following, from manufacturer:
   1. Color Pigment Admixtures.
   2. Applied finish materials.
   3. Joint fillers.

C. Material Test Reports: For each of the following:

   1. Aggregates.

D. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer of decorative concrete paving systems.

B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

   1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

   1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

D. Source Limitations: Obtain decorative concrete paving products and each type or class of cementitious material of the same brand from same manufacturer's plant, and obtain each aggregate from single source.

E. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.

F. ACI Publications: Comply with ACI 301 unless otherwise indicated.

G. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

   1. Build mockups of full-thickness sections of decorative concrete paving to demonstrate typical joints; surface color, pattern, and texture; curing; and standard of workmanship.
   2. Build mockups of decorative concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Architect and not less than 96 inches by 96 inches.
   3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

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4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

H. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to decorative concrete paving, including but not limited to, the following:

a. Concrete mixture design.
b. Quality control of concrete materials and decorative concrete paving construction practices.

2. Require representatives of each entity directly concerned with decorative concrete paving to attend, including the following:

a. Contractor's superintendent.
b. Decorative concrete paving Installer.
c. Owner’s Representative.
d. Landscape Architect.

1.7 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves of a radius of 100 feet or less. Do not use notched and bent forms.

B. Forms for Textured Finish Concrete: Units of face design, size, arrangement, and configuration indicated. Provide solid backing and form supports to ensure stability of textured form liners.

C. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

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B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel wire into flat sheets.

C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

D. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.

E. Plain-Steel Wire: ASTM A 82/A 82M, as drawn.

F. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.

G. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, gray portland cement Type II. Supplement with the following:

B. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: Potable and complying with ASTM C 94/C 94M.

D. Air-Entraining Admixture: ASTM C 260.

E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A, colored.
2. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D, colored.
3. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.

F. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

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1. Manufacturers: Subject to compliance with requirements, provide products by the following:
   a. Davis Colors.
      1) Kailua
      2) Cocoa

2.4 CURING AND SEALING MATERIALS

A. Curing Paper: Nonstaining, waterproof paper, consisting of two layers of kraft paper cemented together and reinforced with fiber, and complying with ASTM C 171.

B. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

C. Type I, Class B, manufactured for colored concrete.

1. For integrally colored concrete, curing compound shall be pigmented type approved by coloring admixture manufacturer.

2.5 RELATED MATERIALS

A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.

B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

C. Epoxy Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:

1. Type II, for bonding hardened or freshly mixed concrete to hardened concrete.

D. Polyethylene Film: ASTM D 4397, 1 mil thick, clear.

2.6 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.

B. Proportion mixtures to provide normal-weight concrete with the following properties:

1. Compressive Strength (28 Days): 3000 psi.
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.50.

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C. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below decorative concrete paving to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph (5 km/h).
2. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of [1/2 inch according to requirements in Section 312000 "Earth Moving."

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

B. Protect adjacent construction from discoloration and spillage during application of color hardeners, release agents, stains, curing compounds, and sealers.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

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3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
2. Butt Joints: Use epoxy bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
3. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
4. Dowelled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

C. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

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2. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

D. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation and items to be embedded or cast-in.

B. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

C. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

D. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

F. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels and joint devices.

G. Screed paving surface with a straightedge and strike off.

H. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

I. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.

J. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

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1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 INTEGRALLY COLORED CONCRETE FINISH

A. See Section 003351 – EXPOSED AGGREGATE CONCRETE

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

D. Curing Compound: Apply curing compound immediately after final finishing. Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after application. Maintain continuity of coating, and repair damage during curing period.

1. Cure integrally colored concrete with a pigmented curing compound.

E. Scoring: Score decorative jointing in paving surfaces 1 inch deep with diamond blades to match pattern indicated. Rinse until water is clear.

1. Joint Width: 1/4 inch.

3.9 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 3/4 inch.
2. Thickness: Plus 3/8 inch , minus 1/4 inch.
3. Lateral Alignment and Spacing of Dowels: 1 inch.
4. Vertical Alignment of Dowels: 1/4 inch.
5. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge:
6. Joint Spacing: 3 inches.
7. Contraction Joint Depth: Plus 1/4 inch, no minus.

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8. Joint Width: Plus 1/8 inch, no minus.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 5000 sq. ft. or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.

    a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

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G. Decorative concrete paving will be considered defective if it does not pass tests and inspections.

H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

I. Prepare test and inspection reports.

3.11 REPAIRS AND PROTECTION

A. Remove and replace decorative concrete paving that is broken or damaged or does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.

B. Detailing: Grind concrete "squeeze" left from tool placement. Color ground areas with slurry of color hardener mixed with water and bonding agent. Remove excess release agent with high-velocity blower.

C. Protect decorative concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain decorative concrete paving free of stains, discoloration, dirt, and other foreign material

E. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

3.12 DECORATIVE CONCRETE PAVING SCHEDULE

A. See LM100 Materials Schedule for concrete paving color and finishes.:

END OF SECTION 321316

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SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cold-applied joint sealants.
2. Hot-applied joint sealants.

B. Related Sections:
1. Section 033000 "Cast-in-Place Concrete" for constructing joints in concrete pavement.

1.3 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, Samples of materials that will contact or affect joint sealants.

1. Use manufacturer's standard test method to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Submit no fewer than eight pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
5. Testing will not be required if joint-sealant manufacturers submit joint-preparation data that are based on previous testing, not older than 24 months, of sealant products for compatibility with and adhesion to joint substrates and other materials matching those submitted.

1.4 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Pavement-Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.

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4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer and testing agency.

B. Product Certificates: For each type of joint sealant and accessory, from manufacturer.

C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for joint sealants.

D. Preconstruction Compatibility and Adhesion Test Reports: From joint-sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility with and adhesion to joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain each type of joint sealant from single source from single manufacturer.

C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

1.7 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

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PART 2 - PRODUCTS

2.1 MATERIALS

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

A. Single-Component, Nonsag, Silicone Joint Sealant for Concrete: ASTM D 5893, Type NS.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Crafco Inc., an ERGON company; RoadSaver Silicone.
b. Dow Corning Corporation; 888.
c. Pecora Corporation; 301 NS.

B. Single-Component, Self-Leveling, Silicone Joint Sealant for Concrete: ASTM D 5893, Type SL.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Crafco Inc., an ERGON company; RoadSaver Silicone SL.
b. Dow Corning Corporation; 890-SL.
c. Pecora Corporation; 300 SL.

C. Multicomponent, Pourable, Traffic-Grade, Urethane Joint Sealant for Concrete: ASTM C 920, Type M, Grade P, Class 25, for Use T.

1. Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

a. Pecora Corporation; Urexpan NR-200.

2.3 HOT-APPLIED JOINT SEALANTS

A. Hot-Applied, Single-Component Joint Sealant for Concrete: ASTM D 3406.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Crafco Inc., an ERGON company; Superseal 444/777.

B. Hot-Applied, Single-Component Joint Sealant for Concrete and Asphalt: ASTM D 6690, Types I, II, and III.

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1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Meadows, W. R., Inc.; [Sealtight Hi-Spec] [Sealtight 3405].
   b. Right Pointe; D-3405 Hot Applied Sealant.

2.4 JOINT-SEALANT BACKER MATERIALS

A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.

B. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D 5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.5 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

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3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install joint-sealant backings of kind indicated to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of joint-sealant backings.
2. Do not stretch, twist, puncture, or tear joint-sealant backings.
3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install joint sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place joint sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:

1. Remove excess joint sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING

A. Clean off excess joint sealant or sealant smears adjacent to joints as the Work progresses, by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint

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sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

3.6 PAVEMENT-JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Joints within cement concrete pavement

1. Joint Location:

   a. Expansion and isolation joints in cast-in-place concrete pavement.
   b. Contraction joints in cast-in-place concrete slabs.
   c. Other joints as indicated.

2. Silicone Joint Sealant for Concrete: Single component, nonsag Single component, self-leveling
3. Urethane Joint Sealant for Concrete: Multicomponent, pourable, traffic-grade
4. Hot-Applied Joint Sealant for Concrete: Single component

B. Joint-Sealant Application: Joints between cement concrete and asphalt pavement.

1. Joint Location:

   a. Joints between concrete and asphalt pavement.
   b. Joints between concrete curbs and asphalt pavement.
   c. Other joints as indicated.

2. Hot-Applied Joint Sealant for Concrete and Asphalt: Single component

C. Joint-Sealant Application: Joints within cement concrete pavement at Splash Pad.

1. Joint Location:

   a. Expansion and isolation joints in cast-in-place concrete pavement at splash pad.
   b. Contraction joints in cast-in-place concrete slabs pavement at splash pad.

2. Silicone Joint Sealant for Concrete: Single component, nonsag Single component, self-leveling

END OF SECTION 321373

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SECTION 321400 - UNIT PAVING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Samples for selecting unit pavers.

PART 2 - PRODUCTS

2.1 UNIT PAVERS

A. Concrete Pavers: Solid, interlocking paving units, ASTM C 936/C 936M, made from normal-weight aggregates.

1. Ackerstone
   a. Thickness: 8cm min. 100 cm where indicated on LM100.
   b. Face Size and Shape: Refer to LM100.
   c. Chamfer: Micro
   d. Color: Refer to LM100.
2. Wausau
   a. Thickness: 2-3/4”.
   b. Face Size and Shape: 24” x 24” Square.
   c. Ribbed.
   d. Color: Refer to LM100.

2.2 AGGREGATE SETTING-BED MATERIALS

A. Graded Aggregate for Base: Sound-crushed stone or gravel, ASTM D 448, Size No. 8.

B. Sand for Leveling Course: ASTM C 33/C 33M, fine aggregate.

C. Sand for Joints: Fine, sharp, washed sand or crushed stone with 100 percent passing the No. 16 sieve and no more than 10 percent passing the No. 200 sieve.

D. Geotextile: Woven or nonwoven polyester or polypropylene complying with AASHTO M 288.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Proof-roll prepared subgrade surface and correct deficiencies before installing unit pavers.

B. Cut unit pavers with masonry saw or block splitter.

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C. Tolerances: Do not exceed 1/16-inch unit-to-unit offset (lippage) nor 1/4 inch in 10 feet from level or indicated slope.

3.2 AGGREGATE SETTING-BED PAVER INSTALLATION

A. Place aggregate base and compact with plate vibrator.

B. Place geotextile over compacted base course overlapping ends and edges at least 12 inches.

C. Place sand for leveling course to a thickness of 1 to 1-1/2 inches.

D. Treat leveling base with soil sterilizer.

E. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch. If pavers have spacer bars, place pavers hand-tight against spacer bars.

F. Vibrate pavers into leveling course with at least three passes of a low-amplitude plate vibrator capable of a 3500- to 5000-lbf compaction force at 80 to 90 Hz.

G. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand.

H. Repeat joint-filling process 30 days later.

END OF SECTION 321400

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SECTION 321443 - POROUS UNIT PAVING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Samples for selecting unit pavers.

PART 2 - PRODUCTS

2.1 CONCRETE UNIT PAVERS

A. Concrete Grid Pavers: ASTM C 1319, made from normal-weight aggregates.

1. Ackerstone.

2. Thickness: 100cm.

2.2 AGGREGATE SETTING-BED MATERIALS

A. Graded Aggregate for Base: Sound-crushed stone or gravel, ASTM D 448 for Size **No. 47**.

B. Sand for Leveling Course: ASTM C 33/C 33M, fine aggregate.

C. Graded Aggregate for Porous Paver Fill: Sound-crushed stone or gravel complying with ASTM D 448 for Size **No. 8** or **No. 9**.

D. Drainage Geotextile: Nonwoven needle-punched geotextile, complying with AASHTO M 288.

1. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
2. Permittivity: 0.5 per second, minimum; ASTM D 4491.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Proof-roll prepared subgrade surface and correct deficiencies before installing unit pavers.

B. Cut unit pavers with masonry saw or block splitter.

C. Tolerances: Do not exceed 1/16-inch unit-to-unit offset (lippage) nor 1/4 inch in 10 feet from level or indicated slope.

D. Install edge restraints before placing unit pavers.

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3.2 AGGREGATE SETTING-BED PAVER INSTALLATION

A. Place aggregate base, compact with plate vibrator, and screed to depth indicated.

B. Place drainage geotextile over compacted base course, overlapping ends and edges at least 12 inches.

C. Place leveling course and screed to a thickness of [**1 to 1-1/2 inches (25 to 38 mm)**] [**2 to 2-1/2 inches (50 to 64 mm)**] [**3 inches (76 mm)**] <**Insert dimension**>.

D. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch. If pavers have spacer bars, place pavers hand-tight against spacer bars.

E. Vibrate pavers into leveling course with at least three passes of a low-amplitude plate vibrator capable of a 3500- to 5000-lbf compaction force at 80 to 90 Hz.

F. Place graded aggregate fill immediately after vibrating pavers into leveling course. Spread and screed aggregate fill level with tops of pavers.

END OF SECTION 321443

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SECTION 32 15 40 - CRUSHED STONE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for demolition, earthwork, grading, furnishing, and placement of crushed stone paving.
   1. Furnish and place crushed stone paving, bonded with fine aggregate, constructed on a prepared underlying base course in accordance with these specifications and in conformity with the dimensions, typical cross section, and the lines and grades shown on the Contract Drawings. The locations where crushed stone paving will be used are shown on the Contract Drawings.

1.3 REFERENCES

A. ASTM C117 – Test Method for Materials Finer than No. 200 (75-um) Sieve in Mineral Aggregates by Washing.

B. ASTM C136 – Method for Sieve Analysis of Fine and Coarse Aggregates.

C. ASTM D4318 – Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils.

1.4 SUBMITTALS

A. Material Analysis: Contractor shall provide copies of the following test data required by ASTM:
   1. ASTM C136 - Sieve Analysis.
   2. ASTM C127 - Specific Gravity and Absorption.
   3. ASTM C131 - L.A. Abrasion.

B. Samples: Provide a one (1) gallon sample of material for approval.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.

B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas, plant materials or within critical root zones.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Accompany each delivery of bulk materials with appropriate certificates.

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C. Rejection of material.
   1. Evidence of inadequate protection or improper handling or storage shall be cause for rejection.
   2. Any product or material exhibiting signs of damage due to nonconformity to specifications or due to delivery, storage or handling shall be rejected by the Project Manager. Contractor shall be responsible for hauling off-site and disposing of according to general conditions and codes of the governing jurisdiction.

1.6 PROJECT CONDITIONS

A. Environmental requirements: Work shall occur only when weather and soil conditions permit in accordance with locally accepted practice.

B. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with proposed crushed stone paving areas by field measurements before proceeding with work.

C. Interruption of Existing Services or Utilities: Do not interrupt services or utilities to facilities occupied by Owner or others.

D. Existing Conditions:
   1. Utilities: Determine location of existing and proposed underground utilities. Perform work in a manner to avoid damage. Hand excavate, as required.
   2. Excavation: Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

E. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained.

1.7 MAINTENANCE SERVICE

A. General: Maintain Work in accordance with Division 01.
   1. Maintenance Period: Begin maintenance immediately after Work is completed. Maintain areas until the end of the Warranty period.

1.8 WARRANTY

A. See Division 01 Section “Warranty”.

PART 2 - PRODUCTS

2.1 CRUSHED STONE PAVING

A. Type: Crushed granite stone or gravel. Shall be unused material free of shale, lay, friable materials, organics and debris.
   1. Size Range: 1/4 inch Minus
   2. Color: See Materials Schedule LM001
   3. Acceptable Supplier: Rock Pros

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2.2 SOIL STABILIZER

A. Soil stabilizer or binder:
   1. Acceptable manufacturer: ROMEX® 1-844-529-2330
   2. Product: ROMEX® PROFI-DEKO Gravel Binder
   3. Color: Colorless when cured.
   4. Form: Liquid

B. Construction Site Preparation: Prepare the foundation for expected traffic loads. Ensure the substructure is water-permeable. Follow regulations and guides for paved stone surfaces. Ensure the subsurface won't settle by using clear gravel and optional geogrid.

C. Preparation: Ensure there is a water-permeable substrate. Tape off adjoining surfaces not to be affected. Clean and dry aggregate before using PROFI-DEKO. NOTE: wet or dirty aggregate will negatively affect the finished result!

D. Cleaning if Required: Ensure stone is clean before use, dirty aggregate will negatively effect the end result. Contact a ROMEX rep to determine the best way to clean your stone.

E. Mixing: Follow the mixing ratio in the consumption table, typically for ¼” clean aggregate mix approx. 150 - 160 lbs stone with each set of Profi Deko. Pour clean and dry gravel into the mixer. Slowly add the two-component resin while mixing for at least 4 minutes.

F. Application: Pour the mix onto the prepared surface. Disperse if necessary and level to at least 30 mm | 1 1/4” (depending on expected loads and substrate condition). Smoothen and level using screeds, magnesium trowels and smoothing trowels. Smooth the surface, ensuring good light compaction and avoiding impurities. Paint thinner or soap and water in a squirt bottle should be applied periodically to the tools during installation to keep them clean. The mixer should be periodically cleaned to prevent build-up on hot days, paint thinner and some clean stone is a great way to keep the mixer clean every 1- 2 hours.

G. Subsequent Treatment: Protect the freshly jointed surface from rain for 12-24 hours. Do not lay the rain protection layer directly onto the surface, a raised cover must be utilized, if that is not possible the project should not happen until the right conditions present themselves. For heavy-use or commercial surfaces, ensure a minimum surface depth of 5 cm I 2” After hardening or the following day, roll ROMEX® - PROFI-DEKO undiluted over the surface using a paintbrush or roller for extra strength. A future topcoat may be needed depending on the surface use with consumption of approx. 200-300 ml/m² | 0.04-0.06 lbs/sqft or around 150 sq ft/ full set of resin. A top coat should be considered every 3 years depending on the use of the space and site specifics.

H. Important Notes: Test a sample surface if uncertain. Ensure washed gravel is completely clean and dry to avoid loss of strength due to dust or dampness. Use ROMEX-approved aggregate and call before you install.

2.3 EXAMINATION

A. Examine areas where the Work of this Section will be performed for compliance with requirements and conditions affecting installation and performance.
   1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel,

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paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within the work area.

2. Verify that final grades are completed in accordance with the drawings.

B. Proceed with installation only after unsatisfactory conditions have been corrected and approved by Project Manager.

2.4 QUALITY CONTROL

A. Mock-up: Provide field constructed sample installation of crushed stone paving, and prepared subgrade.

1. Mock-up to be ten foot (10') x ten foot (10') and located where directed by Construction Manager. Mock-up shall include proposed edge and banding, and surface stabilization if specified.
2. Project Manager shall review mock up within forty eight (48) hours of notification by the contractor.
3. Make necessary adjustments as directed by Project Manager.
4. Obtain approval from Project Manager before proceeding with the Work.
5. Retain and protect mock-up during construction as a standard for judging completed crushed stone paving work. Do not remove or destroy mock-up until work is completed.
6. Accepted and properly maintained sample installations may remain in completed work if approved in writing by Project Manager.
7. All work shall match accepted field mock-up.

2.5 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, turf areas, existing landscape areas, and trees from damage.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of

C. Install edging of type and in locations shown on drawings. Obtain acceptance of layout by Project Manager before excavating or installing. Make minor adjustments as required.

2.6 PLACEMENT OF CRUSHED STONE PAVING

A. Cut earthwork to width of trail/area to receive crusher fines paving to approximate depth section as specified on the Contract Drawings. Remove, haul and dispose of excess material off site, or use on-site with approval of Project Manager.

B. Complete excavation required in sub-grade before fine grading and final compaction of sub-grade is performed. Extend sub-grade compaction one foot (1') beyond proposed edge of crushed stone paving or as indicated on drawings.

1. Where earth moving is required the sub-grade shall be compacted to ninety five percent (95%) standard proctor within two percent (2%) of the optimum moisture.
2. Keep areas being graded or compacted shaped and drained during construction. Ruts greater than or equal to 1 inch deep in sub-grade shall be graded out and reshaped as required, and re-compacted before crushed stone paving placement.

C. Prior to placement of Crushed Stone Paving material, the sub-grade shall be proof rolled. Where soft spots are detected, scarify subgrade beneath Crushed Stone Paving trail to a

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minimum of six inch (6") depth. Moisture treat and compact to a minimum ninety five percent (95%) proctor density as determined by ASTM D698 or AASHTO T-99. Take moisture density tests every two hundred fifty (250) lineal feet of trail or proof roll. Treat and compact sub-grade, leaving it 5-inches below final grade for placement of Crushed Stone Paving. Compact material and retest by proof rolling to achieve approval of Project Manager.

D. Install crushed stone paving only after excavation and construction work which might injure it have been completed, and after edging has been completely installed on the compacted sub-grade. Install crushed stone paving, over compacted base course in areas indicated on plan.

E. Spread crushed stone evenly to fifty percent (50%) of specified depth. Avoid segregation of aggregate and contamination with lower courses or sub-grade.

F. Compact to ninety five percent (95%) of maximum density as determined by ASTM D1557.
   1. Maintain surface course moisture content within plus/minus three percent (± 3%) of optimum. Add water to quarry fines paving as required to achieve optimum moisture content and a uniform, compacted surface conforming to the finish grades indicated.
   2. Compact areas inaccessible to rolling by mechanical tamping.

G. Protect crushed stone paving from soil or other contaminates during and following installation.

H. Spread and compact additional crushed stone paving to achieve the required minimum compacted thickness. Compact per 3.3.F above.

2.7 PLACEMENT OF STABILIZED CRUSHED STONE PAVING

A. Do not allow traffic on stabilized crushed stone paving for two days.

2.8 MAINTENANCE AND REPAIRS:

A. Crusher Fines Paving:
   1. Areas that do not compact, become eroded or are degraded in visual quality and/or performance as determined by the Project Manager are to be removed and/or repaired. Obtain approval of repair methods from Project Manager prior to affecting repairs.

B. Stabilized Crusher Fines Paving:
   1. To repair, excavate damaged area leaving a minimum one inch depth of existing stabilized crushed stone paving. Apply stabilized crusher fines to existing surface as described above. Compact per 3.3.F above.
   2. Do not allow traffic on repaired stabilized crushed stone paving for two days or until paving has fully cured.

2.9 CLEANUP AND PROTECTION

A. All areas shall be clean at the end of each workday.

B. The contractor shall maintain protection during installation, curing, and maintenance periods.
   1. Erect temporary fencing or barricades and warning signs as required protecting newly installed Crushed Stone Paving areas from traffic, other trades, and trespassers. Maintain fencing and barricades throughout initial maintenance period and remove with approval of Project Manager.

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C. Project completion: All debris, soil, trash, and excavated and/or stripped material resulting from Crushed Stone Paving operations and unsuitable for or in excess of requirements for completing work of this Section shall be disposed of off-site.

D. Maintain protection during installation and maintenance periods. See Division 1. Treat, repair or replace damaged work as required.

2.10 QUALITY ASSURANCE

A. Refer to Division 1 Section “Quality Assurance”.

END OF SECTION 32 15 40

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SECTION 323119 - DECORATIVE METAL FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Decorative steel fences.

B. Related Requirements:

   1. **Section 033000 "Cast-in-Place Concrete"**

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For gates. Include plans, elevations, sections, details, and attachments to other work.

   1. Include diagrams for power, signal, and control wiring.

C. Samples: For each fence material and for each color specified.

   1. Provide Samples **12 inches** in length for linear materials.
   2. Provide Samples **12 inches** square for **bar grating and sheet or plate materials**.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

B. Product Test Reports: For decorative metallic-coated-steel tubular picket fences, including finish, indicating compliance with referenced standard **and other specified requirements**.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Fabricator of products.

B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.

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1. Include 8’-0"

2. length of fence complying with requirements.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Lightning-Protection System: Maximum grounding-resistance value of 25 ohms under normal dry conditions.

2.2 DECORATIVE STEEL FENCES

A. Decorative Steel Fences: Fences made from steel tubing, **bars** and shapes**, hot-dip galvanized**.
   1. Basis-of-Design Product: Subject to compliance with requirements, provide **product indicated on Drawings** or comparable product for approval by landscape architect.

B. Posts: Square steel tubing.

   1. Line Posts: Per Details
   2. End and Corner Posts: Per Details

C. Post Caps: Per Details

D. Rails: Per Details

E. Infill: Per Details

F. Fasteners: Stainless-steel carriage bolts and **tamperproof** nuts.

G. Fabrication: Assemble fences into sections by welding pickets to rails.

   1. Fabricate sections with clips welded to rails for field fastening to posts.
   2. Drill posts and clips for fasteners before finishing to maximum extent possible.

H. Fabrication: Fabricate bar grating infill into sections of size indicated.

   1. Fabricate rails with clips welded to rails for field fastening to posts.
   2. Drill posts and bar grating for fasteners before finishing to maximum extent possible.

I. Finish exposed welds to comply with NOMMA Guideline 1, **Finish #2 - completely sanded joint, some undercutting and pinholes okay**

J. Galvanizing: For items other than hardware that are indicated to be galvanized, hot-dip galvanize to comply with ASTM A 123/A 123M. For hardware items, hot-dip galvanize to comply with ASTM A 153/A 153M.

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1. Hot-dip galvanize posts **and rails**.
2. Hot-dip galvanize rail and picket assemblies after fabrication.
3. Hot-dip galvanize bar grating infill after fabrication.
4. Hot-dip galvanize custom-design rail and infill assemblies after fabrication.

K. Finish for Bar Grating Infill: Powder coating.

L. Finish for Steel Items: **Primed Shop painted or High-performance coating**.

M. Finish for Metallic-Coated-Steel Items: **High-performance coating**

2.3 STEEL AND IRON

A. Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Bars (Pickets): Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.

C. Tubing: ASTM A 500/A 500M, cold-formed steel tubing.

D. Bar Grating: NAAMM MBG 531.

1. Bars: Hot-rolled steel strip, ASTM A 1011/A 1011M, Commercial Steel, Type B.
2. Wire Rods: ASTM A 510 (ASTM A 510M).

E. Uncoated Steel Sheet: **Hot-rolled steel sheet, ASTM A 1011/A 1011M, Structural Steel, Grade 45 (Grade 310) or cold-rolled steel sheet, ASTM A 1008/A 1008M, Structural Steel, Grade 50 (Grade 340)**.

F. Galvanized-Steel Sheet: ASTM A 653/A 653M, structural quality, Grade 50 (Grade 340), with [**G90 (Z275)**] [**G60 (Z180)**] coating.

G. Aluminum-Zinc, Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50 (Grade 340), with AZ60 (AZM180) coating.

H. Castings: Either gray or malleable iron unless otherwise indicated.

1. Gray Iron: ASTM A 48/A 48M, Class 30.
2. Malleable Iron: ASTM A 47/A 47M.

2.4 COATING MATERIALS

A. Shop Primers for Steel: Provide primers that comply with **Section 099113 "Exterior Painting."**

B. Shop Primer for Steel: Manufacturer's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.

C. Epoxy Zinc-Rich Primer for Uncoated Steel: Complying with MPI #20 and compatible with coating specified to be applied over it.

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D. Epoxy Primer for Galvanized Steel: Epoxy primer recommended in writing by topcoat manufacturer.

E. Epoxy Intermediate Coat for Uncoated Steel: Complying with MPI #77 and compatible with primer and topcoat.

F. Intermediate Coat for Uncoated Steel: Epoxy or polyurethane intermediate recommended in writing by primer and topcoat manufacturer.

G. Polyurethane **Intermediate Coat and** Topcoat: Complying with MPI #72 and compatible with undercoat.

2.5 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

1. For aluminum, provide type and alloy as recommended by producer of metal to be welded and as required for strength and compatibility in fabricated items.

B. Concrete: Normal-weight, air-entrained, ready-mix concrete complying with requirements in Section 033000 "Cast-in-Place Concrete" with a minimum 28-day compressive strength of 3000 psi (20 MPa), 3-inch (75-mm) slump, and 1-inch (25-mm) maximum aggregate size.

C. Nonshrink Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M and specifically recommended by manufacturer for exterior applications.

2.6 GROUNDING MATERIALS

A. Grounding Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.

1. Material above Finished Grade: **Copper**
2. Material on or below Finished Grade: Copper.
3. Bonding Jumpers: Braided copper tape, 1 inch (25 mm) wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.

B. Grounding Connectors and Grounding Rods: Comply with UL 467.

1. Connectors for Below-Grade Use: Exothermic-welded type.
2. Grounding Rods: Copper-clad steel.

a. Size: 5/8 by 96 inches (16 by 2440 mm).

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2.7 STEEL FINISHES

A. Surface Preparation: Clean surfaces according to **SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning**

1. After cleaning, apply a conversion coating compatible with the organic coating to be applied over it.

B. Powder Coating: Immediately after cleaning, apply two-coat finish consisting of epoxy primer and TGIC polyester topcoat, with a minimum total dry film thickness of not less than 8 mils (0.20 mm). Comply with coating manufacturer's written instructions.

1. Color and Gloss: **As indicated by manufacturer's designations**

C. Primer Application: Apply zinc-rich epoxy primer immediately after cleaning, to provide a minimum dry film thickness of 2 mils (0.05 mm) per applied coat, to surfaces that are exposed after assembly and installation, and to concealed surfaces.

D. Shop-Painted Finish: Comply with **Section 099113 "Exterior Painting."**

E. High-Performance Coating: Apply intermediate and polyurethane topcoats to prime-coated surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.

1. Match approved Samples for color, texture, and coverage. Remove and refinish or recoat work that does not comply with specified requirements.

2.8 METALLIC-COATED-STEEL FINISHES

A. Galvanized Finish: Clean welds, mechanical connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

B. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a **zinc-phosphate** conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

C. Powder Coating: Immediately after cleaning and pretreating, apply TGIC polyester powder-coat finish, with a minimum dry film thickness of 2 mils (0.05 mm).

1. Color and Gloss: **As indicated by manufacturer's designations**

D. Powder Coating: Immediately after cleaning and pretreating, apply two-coat finish consisting of **zinc-rich** epoxy prime coat and TGIC polyester topcoat, with a minimum dry film thickness of 2 mils (0.05 mm) for topcoat. Comply with coating manufacturer's written instructions to achieve a minimum total dry film thickness of 4 mils (0.10 mm).

1. Color and Gloss: **As indicated by manufacturer's designations**

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E. High-Performance Coating: Apply epoxy primer, polyurethane intermediate coat, and polyurethane topcoat to prepared surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.

F. Match approved Samples for color, texture, and coverage. Remove and refinish or recoat work that does not comply with specified requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install fences by setting posts as indicated and fastening rails and infill panels to posts. **Peen threads of bolts after assembly to prevent removal.**

B. Post Excavation: Excavate holes to a diameter of not less than 4 times post size and a depth of not less than 24 inches plus 3 inches for each foot or fraction of a foot that fence height exceeds 4 feet.

C. Post Setting: Set posts **in concrete with mechanical anchors by mechanically driving into soil**] at indicated spacing into firm, undisturbed soil.

1. Posts Set in Concrete: Extend post to within 6 inches of specified excavation depth, but not closer than 3 inches to bottom of concrete.
2. Space posts uniformly per details.

D. Install gates level, plumb, and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Adjust hardware for smooth operation and lubricate where necessary.

END OF SECTION 323119

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SECTION 325200 – LANDSCAPE SYNTHETIC TURF

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Synthetic turf at play

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

C. Samples for Verification: For each type of synthetic turf, supply 12”x12” sample for approval.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance Data: Include in maintenance manuals.

PART 2 - PRODUCTS

2.1 SYNTHETIC TURF AT PLAY AREA

A. Basis of Design Manufacturer: Artificial Grass superstore. 221 E. Willis Rd. Bldg A #2, Chandler, AZ 82586

B. Acceptable Product: Kid Play 60

2.2 GENERAL FINISH REQUIREMENTS

A. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining turf rolls are not acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, installation tolerances, and other conditions affecting performance of the Work.

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B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated.

END OF SECTION 325200

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SECTION 328400 - PLANTING IRRIGATION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product data and Shop Drawings showing sprinkler layout and flow characteristics. Include wiring diagrams.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Design 100 percent water-coverage irrigation system for lawns and exterior plants indicated.

B. Minimum System Pressure Rating: 150 psig.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 PIPES AND FITTINGS

A. Pipe Materials: PE, ASTM F 771; PE 3408 compound; SIDR 15.

1. Insert Fittings: ASTM D 2609, nylon or propylene plastic.

B. Pipe Materials: PVC pipe, ASTM D 2241, PVC 1120, SDR 26.

1. Fittings: PVC plastic pipe fittings, ASTM D 2467, Schedule 80, socket type with ASTM F 656 primer and ASTM D 2564 solvent cement.

2.3 VALVES

A. Curb Valves:

1. Description: Bronze body, ground-key plug or ball with wide tee head.
2. Curb-Valve Casing: Similar to AWWA M44 for cast-iron valve casings.

B. Plastic Ball Valves:

1. Description: MSS SP-122, Full Port with socket or threaded ends.

C. Bronze Gate Valves:

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D. Description: MSS SP-80, Type 2, solid bronze wedge; nonrising bronze stem; Class 125 with integral seat, screw-in bonnet, and malleable-iron, bronze, or aluminum handwheel.

E. Water Control Valves:

1. Description: Cast- or ductile-iron body globe valve, AWWA C550 or FDA-approved interior epoxy coating; or stainless-steel body.

F. Bronze Automatic Control Valves:

1. Description: Cast-bronze body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-V ac solenoid.

G. Plastic Automatic Control Valves:

1. Description: Molded-plastic body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-V ac solenoid.

H. Automatic Drain Valves: Spring-loaded-ball type of corrosion-resistant construction and designed to open for drainage if line pressure drops below 2-1/2 to 3 psig.

I. Antisiphon, Pressure-Type Vacuum Breakers: Spring-loaded check valve.

J. Pressure Regulators: Single-seated, direct-operated type with integral Y-pattern strainer.

2.4 QUICK COUPLERS

A. Two-piece assembly, with coupler water-seal valve; removable upper body with spring-loaded or weighted, rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.

2.5 SPRINKLERS

A. Metal, Surface Spray Sprinklers:

1. Sprinklers: Brass housing; flush, surface, fixed pattern, with screw-type flow adjustment.

B. Plastic, Surface Spray Sprinklers:

1. Sprinklers: Plastic housing; flush, surface, fixed pattern, with screw-type flow adjustment.

C. Metal, Exposed, Impact-Drive Rotary Sprinklers:

1. Impact drive, full circle and part circle as indicated.

D. Plastic, Exposed, Impact-Drive Rotary Sprinklers:

1. Impact drive, full circle and part circle as indicated.

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E. Plastic, Pop-up, Gear-Drive Rotary Sprinklers:

1. Gear drive, full-circle and adjustable part-circle type.

F. Metal, Surface, Pop-up Spray Sprinklers:

1. Fixed pattern, with screw-type flow adjustment and stainless-steel spring.

G. Plastic, Surface, Pop-up Spray Sprinklers:

1. Fixed pattern, with screw-type flow adjustment and stainless-steel spring.

H. Metal Shrub Sprinklers:

1. Fixed pattern, with screw-type flow adjustment.

I. Plastic Shrub Sprinklers:

1. Fixed pattern, with screw-type flow adjustment.

2.6 DRIP IRRIGATION SPECIALTIES

A. Emitters: Plastic body with multiple outlets, to deliver flow at approximately 20 psig of 0.5 gph, 1 gph, and 2 gph

B. Drip Tubes: Flexible PVC, NPS ½, NPS ¾, and NPS 1.

2.7 CONTROLLERS

A. Description: Automatic low-voltage control system made for control of irrigation-system automatic control valves. Controller operates on 120-V ac; provides 24-V ac power to control valves.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install components having pressure rating equal to or greater than system operating pressure.

B. Lay piping on solid subbase, uniformly sloped without humps or depressions. Slope circuit piping down toward drain valve a minimum of 0.4 percent.

C. Drain Pockets: Excavate to sizes indicated. Backfill with cleaned gravel or crushed stone to 12 inches below grade. Cover with asphalt-saturated felt and excavated material.

D. Minimum Cover: Provide the following minimum cover over top of buried piping:

1. Pressure Piping: Refer to City of Chandler details.

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2. Circuit Piping: Refer to City of Chandler details.
3. Drain Piping: Refer to City of Chandler details.
4. Sleeves: Refer to City of Chandler details .
5. Install water meters in meter boxes, with shutoff valve on meter inlet. Include valve on meter outlet and valved bypass around meter.

E. Install pressure regulators with shutoff valve and strainer on inlet and pressure gage on outlet. Install shutoff valve on outlet and valved bypass.

F. Sprinklers: Flush circuit piping with full head of water and install sprinklers after hydrostatic test is completed.

END OF SECTION 328400

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SECTION 329113 - SOIL PREPARATION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Section includes the composition and mixing of planting soils cited in other Sections.

B. Definitions:

1. Planting Soil: Existing soil modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
2. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

C. Submittals: Product data and bulk Samples for each type of product.

PART 2 - PRODUCTS

2.1 PLANTING SOILS SPECIFIED BY COMPOSITION

A. Planting-Soil Type: Refer to subsurface materials sheets.

2.2 MATERIALS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent; in the form of ground dolomitic limestone, calcitic limestone, or mollusk shells.

B. Sulfur: Containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing a No. 6 sieve and a maximum of 10 percent passing through a No. 40 sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Agricultural Gypsum: Minimum 90 percent calcium sulfate, ground with 90 percent passing a No. 50 sieve.

E. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33.

F. Compost: Well-composted, stable, and weed-free organic matter produced by composting and bearing U.S. Composting Council's "Seal of Testing Assurance."

G. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

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H. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of [20] [33] [50] percent available phosphoric acid.

I. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen; composition resulting in 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight:

J. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium; composed of 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Place planting soil and fertilizers according to requirements in other Specification Sections.

B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth. Clean soil to contain a maximum of 8 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.

3.2 PLACING AND MIXING PLANTING SOIL

A. Mixing: Blend unamended soil with amendments to produce full depth of required planting soil with uniform texture. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Compaction: Compact each blended lift of planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D 698 unless otherwise indicated.

C. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

D. Protect areas of in-place soil from additional compaction, disturbance, and contamination.

E. Remove surplus soil and waste material off Owner's property unless otherwise indicated.

END OF SECTION 329113

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SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Sodding.

B. Related Sections:

   1. Section 311000 "Site Clearing" for topsoil stripping and stockpiling.
   2. Section 328400 "Planting Irrigation " for turf irrigation.

1.3 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

C. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

D. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

E. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

F. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.

G. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

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H. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.

1.5 INFORMATIONAL SUBMITTALS

A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.

B. Qualification Data: For qualified landscape Installer.

C. Product Certificates: For soil amendments and fertilizers, from manufacturer.

D. Material Test Reports: For standardized ASTM D 5268 topsoil, existing native surface topsoil, existing in-place surface soil and imported or manufactured topsoil.

E. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required initial maintenance periods.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.

1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
2. Experience: Five years' experience in turf installation in addition to requirements in Section 014000 "Quality Requirements."
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
4. Personnel Certifications: Installer's field supervisor have certification in one of the following categories from the Professional Landcare Network:

a. Certified Landscape Technician - Exterior, with installation, maintenance, irrigation specialty area(s), designated CLT-Exterior.
b. Certified Turfgrass Professional, designated CTP.

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c. Certified Turfgrass Professional of Cool Season Lawns, designated CTP-CSL.

5. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
6. Pesticide Applicator: State licensed, commercial.

B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

C. Soil Analysis: or each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.

1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Architect. A minimum of [three] <Insert number> representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
3. Report suitability of tested soil for turf growth.

a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. (92.9 sq. m) or volume per cu. yd. (0.76 cu. m) for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

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1.8 PROJECT CONDITIONS

A. Planting Restrictions: Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.9 MAINTENANCE SERVICE

A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:

1. Sodded Turf: 60 days from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TURFGRASS SOD

A. Sod Quality: **Certified Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects**, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.

B. Species: Tahoma 31 Bermuda Grass.

2.2 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

1. Class: T, with a minimum of 99 percent passing through No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through No. 60 (0.25-mm) sieve.
2. Provide lime in form of ground dolomitic limestone.

B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through No. 40 (0.425-mm) sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Aluminum Sulfate: Commercial grade, unadulterated.

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E. Perlite: Horticultural perlite, soil amendment grade.

F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 (0.30-mm) sieve.

G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

H. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.3 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch (25-mm) sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.

C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.

D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.4 FERTILIZERS

A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 1 percent nitrogen and 10 percent phosphoric acid.

B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

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1. Composition: 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.5 PLANTING SOILS

A. Planting Soil: Existing, in-place surface soil. Verify suitability of existing surface soil to produce viable planting soil. Remove stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix surface soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

1. Ratio of Loose Compost to Surface Soil by Volume: 1:4
2. Weight of Sulfur per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.
3. Weight of Agricultural Gypsum per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.
4. Weight of Ammonium phosphate per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.

B. Planting Soil: Imported topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep; do not obtain from agricultural land.

1. Additional Properties of Imported Topsoil or Manufactured Topsoil: Screened and free of stones 1 inch (25 mm) or larger in any dimension; free of roots, plants, sod, clods, clay lumps, pockets of coarse sand, paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials harmful to plant growth; free of obnoxious weeds and invasive plants including quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and bromegrass; not infested with nematodes, grubs, other pests, pest eggs, or other undesirable organisms and disease-causing plant pathogens; friable and with sufficient structure to give good tilth and aeration. Continuous, air-filled, pore-space content on a volume/volume basis shall be at least 15 percent when moisture is present at field capacity. Soil shall have a field capacity of at least 15 percent on a dry weight basis.
2. Mix imported topsoil or manufactured topsoil with the following soil amendments[and fertilizers] in the following quantities to produce planting soil:

a. Ratio of Loose Compost to Topsoil by Volume: 1:4
b. Weight of Sulfur per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.
c. Weight of Agricultural Gypsum per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.
d. Weight of Ammonium phosphate per 1000 Sq. Ft. (92.9 Sq. m): <Insert weight>.

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2.6 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
1. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

A. Limit turf subgrade preparation to areas to be planted.

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B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 8 inches (200 mm). Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply Gypsum, Sulfur, and Ammonium Phosphate fertilizer directly to subgrade before loosening.
2. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.

    a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
    b. Mix lime with dry soil before mixing fertilizer.

3. Spread planting soil to a depth of 6 inches (150 mm) minimum but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

    a. Spread approximately 1/2 the thickness of planting soil over loosened subgrade. Mix thoroughly into top 4 inches (100 mm) of subgrade. Spread remainder of planting soil.
    b. Reduce elevation of planting soil to allow for soil thickness of sod.

4. Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, trash, and other extraneous matter.
5. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

D. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

E. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR GRASS-PAVING MATERIALS

A. Reduce subgrade elevation soil to allow for thickness of grass-paving system. Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade so that installed paving is within plus or minus 1/2 inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions.

B. Install base course and sand course as recommended by paving-material manufacturer for site conditions; comply with details shown on Drawings. Compact according to paving-material manufacturer's written instructions.

C. Install paving mat and fasten according to paving-material manufacturer's written instructions.

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D. Before planting, fill cells of paving mat with planting soil and compact according to manufacturer's written instructions.

E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across angle of slopes exceeding 1:3.
2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.

C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below sod.

3.6 TURF MAINTENANCE

A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches (100 mm).

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water turf with fine spray at a minimum rate of 1 inch (25 mm) per week unless rainfall precipitation is adequate.

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C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
   1. Mow bermudagrass to a height of 1 inch (13 to 25 mm).

D. Turf Postfertilization: Apply fertilizer after initial mowing and when grass is dry.

   1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) to turf area.

3.7 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Landscape Architect:
   1. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.8 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.9 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

3.10 Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 329200

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SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section Includes:
1. Plants
2. Planting Soils
3. Tree Stabilization
4. Mulches
5. Landscape Edings
6. Tree Grates

B. Related Sections:
1. Section 01 56 39 “Temporary Tree and Plant Protection” for prote4cting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
2. Section 12 93 00 “Site Furnishings” for exterior unit planters.
3. Section 31 10 00 “Site Clearing” for protection of existing trees and plantings, topsoil stripping and stockpiling, and site clearing.
4. Section 312000 "Earth Moving" for excavation, filling, and rough grading and for subsurface aggregate drainage and drainage backfill materials.
5. Section 334600 "Subdrainage" for below-grade drainage of landscaped areas, paved areas, and wall perimeters.

1.3 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of plant required.

C. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well□established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

D. Finish Grade: Elevation of finished surface of planting soil.

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E. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

F. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

G. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

H. Planting Area: Areas to be planted.

I. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

J. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

K. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots, the area of transition between the root system and the stem or trunk.

L. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

M. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

N. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated, including soils.
   1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
   2. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to the Project.
   3. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to the Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.
   4. Samples for Verification: For each of the following:

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a. Organic Compost Mulch: 1-quart (1-liter) volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
b. Mineral Mulch: 5 lb. (2.5 kg) of each mineral mulch required, in sealed plastic bags labeled with source of mulch. Sample shall be typical of the lot of material to be delivered and installed on the site; provide an accurate indication of color, texture, and makeup of the material.
c. e. Root Barrier: Width of panel by 12 inches (300 mm)

1.5 INFORMATION SUBMITTALS

A. Qualification Data: For qualified landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
1. Manufacturer's certified analysis of standard products.
2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
3. Material Test Reports: For existing native surface topsoil and imported or manufactured topsoil.
4. Retain first paragraph below if Owner's personnel will provide maintenance after plants are established and if Contractor's recommendations will be sought.
5. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before start of required maintenance periods
6. Warranty: Sample of special warranty

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful establishment of plants.
1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
2. Experience: Five years' experience in landscape installation in addition to requirements in Section 014000 "Quality Requirements."
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
4. Personnel Certifications: Installer's field supervisor shall have certification in all of the following categories from the Professional Landcare Network:
a. Certified Landscape Technician - Exterior, with installation, maintenance, and irrigation specialty area(s), designated CLT-Exterior.
b. Certified Landscape Technician - Interior, designated CLT-Interior.
c. Certified Ornamental Landscape Professional, designated COLP.

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B. Soil-Testing Laboratory Qualifications: An independent or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of the soil.
   1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
   2. The soil-testing laboratory shall oversee soil sampling; with depth, location, and number of samples to be taken per instructions from Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
   3. Report suitability of tested soil for plant growth.
      a. Based upon the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. (92.9 sq. m) or volume per cu. yd. (0.76 cu. m) for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
      b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

D. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
   1. Selection of plants purchased under allowances will be made by Architect, who will tag plants at their place of growth before they are prepared for transplanting.

E. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
   1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches (150 mm) above the root flare for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above the root flare for larger sizes.
   2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

F. Plant Material Observation: Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
   1. Notify Architect of sources of planting materials 30 days in advance of delivery to site.

G. Preinstallation Conference: Conduct conference at Project site.

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1.7 DEVLIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.

B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

D. Handle planting stock by root ball.

E. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
   1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
   2. Do not remove container-grown stock from containers before time of planting.
   3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.

1.8 1.8 PROJECT CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Interruption of Existing Services or Utilities: Do not interrupt services or utilities to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary services or utilities according to requirements indicated:
   1. Notify Construction Manager no fewer than seven days in advance of proposed interruption of each service or utility.
   2. Do not proceed with interruption of services or utilities without Construction Manager's written permission.
   3. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be

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obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

C. Retain paragraph below if there are turf areas (lawns) or revise if contrary to planting schedule.

D. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.9 WARRANTY

A. A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
1. Failures include, but are not limited to, the following:
a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
b. Structural failures including plantings falling or blowing over.
c. Faulty performance of tree stabilization, edgings, and tree grates.
d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
2. Warranty Periods from Date of Substantial Completion:
a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
b. Ground Covers, Biennials, Perennials, and Other Plants: 6 months.
c. Annuals: 3 months.
3. Include the following remedial actions as a minimum:
a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
c. A limit of one replacement of each plant will be required except for losses or replacements due to failure to comply with requirements.
d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

1.10 MAINTENANCE SERVICE

A. A. Initial Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.
1. 1. Maintenance Period: 90 days from date of Substantial Completion.

B. B. Initial Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.
1. Maintenance Period: 90 days from date of Substantial Completion.

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C. C. Continuing Maintenance Proposal: From Installer to Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well□shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch (19 mm) in diameter; or with stem girdling roots will be rejected.
2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

D. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant as shown on Drawings.

E. If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 FERTILIZERS AND MULCHES

A. Planting Tablets: Tightly compressed chip type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.

1. Size: **[5-gram] [10-gram] [21-gram] <Insert size>** tablets.
2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

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B. Mineral Mulch: **Hard, durable stone, washed free of loam, sand, clay, and other foreign substances, of following type, size range, and color:**

1. Size Range: Refer to LM100 for size of all crushed stone and decomposed granite.
2. Color: Refer to LM100 for color of all crushed stone and decomposed granite.

2.3 PLANTING SOILS

A. Planting Soil: Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process and stockpiled on-site. Verify suitability of native surface topsoil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
   1. Supplement with imported planting soil when quantities are insufficient
   2. Mix existing, native surface topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil
      a. Ratio of Loose Compost to Topsoil by Volume: [1:4].
      b. Ratio of Loose Wood Derivatives to Topsoil by Volume: 1:5.
      c. Weight of Sulfur per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.
      d. Weight of Agricultural Gypsum per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.
      e. Weight of Ammonium phosphate per 1000 Sq. Ft. (92.9 Sw. m): 5 lbs

B. Planting Soil: Existing, in-place surface soil. Verify suitability of existing surface soil to produce viable planting soil. Remove stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix surface soil with the following soil amendments and fertilizers in the following quantities to produce planting soil
   1. Ratio of Loose Compost to Surface Soil by Volume: 1:4.
   2. Ratio of Loose Wood Derivatives to Surface Soil by Volume: 1:5.
   3. Weight of Sulfur per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.
   4. Weight of Agricultural Gypsum per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.
   5. Weight of Ammonium phosphate per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs

C. Planting Soil: Imported topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep; do not obtain from agricultural land.
   1. Additional Properties of Imported Topsoil or Manufactured Topsoil: Screened and free of stones 1 inch (25 mm) or larger in any dimension; free of roots, plants, sod, clods, clay lumps, pockets of coarse sand, paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials harmful to plant growth; free of obnoxious weeds and invasive plants including quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and bromegrass; not infested with nematodes; grubs; or other pests, pest eggs, or other undesirable organisms and disease-causing plant pathogens; friable and with sufficient structure to give good tilth and aeration. Continuous, air-filled pore space content on a volume/volume basis shall be at least 15 percent when moisture is present at field capacity. Soil shall have a field capacity of at least 15 percent on a dry weight basis.
   2. Mix imported topsoil or manufactured topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

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a. Ratio of Loose Compost to Topsoil by Volume: 1:4.
b. Ratio of Loose Wood Derivatives to Topsoil by Volume: 1:5
c. Weight of Sulfur per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.
d. d. Weight of Agricultural Gypsum per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.
e. e. Weight of Ammonium phosphate per 1000 Sq. Ft. (92.9 Sq. m): 5 lbs.

D. Structural Planting Soil

2.4 TREE GRATES

A. Tree Grates and Frames: ASTM A 48/A 48M, Class 35 (Class 250) or better, gray-iron castings of shape, pattern, and size indicated
1. Shape and Size: As Indicated on Details.
2. Finish: As Indicated on Details.
3. Color: As Indicated on Details.

2.5 PESTICIDES

A. General: Pesticide registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.6 TREE STAKING

2.7 LANDSCAPE EDINGS

A. Mortar Set Edge Pavers, Per Details.

B. Steel Edge, Per Details.

2.8 MISCELLANEOUS

A. Root Barrier: Black, molded, modular panels manufactured with 50 percent recycled polyethylene plastic with ultraviolet inhibitors, 85 mils (2.2 mm) thick, with vertical root deflecting ribs protruding 3/4 inch(19 mm) out from panel, and each panel 24 inches (610 mm) wide.
1. Manufacturer: Deep Root. info@deeproot.com 415 781 9700 (or equal)
2. Product: UB 36-2 (or equal)

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B. Antidesiccant Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

PART 3 - EXECUTION

3.1 3.1 EXAMINATION

A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.
   1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
   2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
   3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
   4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.

D. Lay out plants at locations directed by Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
   1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

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3.3 3.3 PLANTING AREA ESTABLISHMENT

A. A. Loosen subgrade of planting areas to a minimum depth of 9 inches (200 mm). Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
   1. Apply Sulfur, Gypsum, and Ammonium Phosphate fertilizer directly to subgrade before loosening.
   2. Thoroughly blend planting soil, soil amendments and fertilizer.
      a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
      b. Mix lime with dry soil before mixing fertilizer.
   3. Spread planting soil to a depth of 9 inches (150 mm) but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

B. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 3.4 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
   1. Excavate approximately three times as wide as ball diameter for container-grown stock.
   2. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
   3. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
   4. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
   5. Maintain supervision of excavations during working hours.
   6. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
   7. Retain subparagraph below if applicable.
   8. If drain tile is shown on Drawings or required under planting areas, excavate to top of porous backfill over tile.

B. Subsoil and topsoil removed from excavations may be used as planting soil.

C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

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E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 3.5 TREE, SHRUB, AND VINE PLANTING

A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soIl in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Set container-grown stock plumb and in center of planting pit or trench with root flare 1 inch (25 mm)above adjacent finish grades.
1. Use planting soil for backfill.
2. 2. Carefully remove root ball from container without damaging root ball or plant.
3. 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch (25 mm) from root tips; do not place tablets in bottom of the hole.
5. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. Remove only dead, dying, or broken branches. Do not prune for shape.

E. When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 3.6 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.

B. Prune, thin, and shape trees, shrubs, and vines as directed by Architect.

C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

D. Do not apply pruning paint to wounds.

3.7 3.7 ROOT-BARRIER INSTALLATION

A. Install root barrier where trees are planted within 10 feet from utility lines and as shown on Drawings.

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B. Align root barrier vertically and run it linearly along and adjacent to the paving or other hardscape elements to be protected from invasive roots.

C. Install root barrier continuously for a distance of 60 inches 1500 mm in each direction from the tree trunk, for a total distance of 10 feet (3 m) per tree. If trees are spaced closer, use a single continuous piece of root barrier.
   1. Position top of root barrier flush with finish grade
   2. Overlap root barrier a minimum of 12 inches (300 mm) at joints.
   3. Do not distort or bend root barrier during construction activities.
   4. Do not install root barrier surrounding the root ball of tree.

3.8 PLANTING IN PLANTERS

A. Place a layer of drainage gravel at least 4 inches (100 mm) thick in bottom of planter. Cover bottom with filter fabric and wrap filter fabric 6 inches (150 mm) up on all sides. Duct tape along the entire top edge of the filter fabric, to secure the filter fabric against the sides during the soil-filling process.

B. Fill planter with planting soil. Place soil in lightly compacted layers to an elevation of 2 inches (50.8 mm) below top of planter, allowing natural settlement.

3.9 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated in even rows with triangular spacing.

B. Use planting soil for backfill.

C. Dig holes large enough to allow spreading of roots.

D. For rooted cutting plants supplied in flats, plant each in a manner that will minimally disturb the root system but to a depth not less than two nodes.

E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.10 PLANT AREA MULCHING

A. Mulch backfilled surfaces of planting areas and other areas indicated.
   1. Mineral Mulch in Planting Areas: Apply 3-inch (75-mm) average thickness of mineral mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches (75 mm) of trunks or stems.

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2. Wood Mulch in Planting Areas: Apply 4-inch (150-mm) average thickness of wood mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches (75 mm) of trunks or stems.

3.11 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.

B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated past management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.12 3.12 PESTICIDE APPLICATION

A. A. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Pre-Emergent Herbicides (Selective and Non-Selective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written recommendations. Do not apply to seeded areas.

C. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already germinated weeds and in accordance with manufacturer's written recommendations.

3.13 3.13 CLEANUP AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.

B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

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3.14 3.14 DISPOSAL

A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 329300

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SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

MAG Specification as written.
City of Chandler Supplemental Specification as written.

END OF SECTION 340

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

SECTION 345 ADJUSTING FRAMES, COVER, AND VALVE BOXES

MAG Specification as written.
City of Chandler Supplemental Specification as written.

END OF SECTION 345

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION:

Replace with the following:

The work shall consist of removal and disposal of various existing improvements, such as asphalt pavement, structures, pipes, conduits, concrete curbs and gutters, concrete sidewalk, concrete pads, and other items necessary for the accomplishment of the improvement.

END OF SECTION 350

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

SECTION 505 CONCRETE STRUCTURES

MAG Specification as written.

END OF SECTION 505

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

SECTION 601 TRENCH EXCAVATION, BACKFILLING AND COMPACTION

MAG Specification as written.
City of Chandler Supplemental Specification as written.

END OF SECTION 601

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

SECTION 610 WATER LINE CONSTRUCTION

City of Chandler Supplemental Specification as written.

610.16 MEASUREMENT AND PAYMENT:

Add the following:

(XX) 3” PVC Water Line: Measurement of and payment for 3” PVC water line shall be by the linear foot item furnished and installed, including fittings.

(XX) 2” PVC Water Line: Measurement of and payment for 2” PVC water line shall be by the linear foot item furnished and installed, including fittings and temporary cap.

(XX) 1” PVC Water Line: Measurement of and payment for 1” PVC water line shall be by the linear foot item furnished and installed, including fittings and temporary cap.

END OF SECTION 610

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

SECTION 615 SANITARY SEWER LINE CONSTRUCTION

615.17 MEASUREMENT AND PAYMENT:

Add the following:

(XX) 8” PVC SDR 35 Sewer Line: Measurement of and payment for 8” PVC SDR 35 sewer line shall be by the linear foot item furnished and installed, including fittings.

(XX) 6” PVC SDR 35 Sewer Line: Measurement of and payment for 6” PVC SDR 35 sewer line shall be by the linear foot item furnished and installed, including fittings.

(XX) 6” PVC Service Tap: Measurement of and payment for 6” PVC Service Tap shall be by for each item furnished and installed, including electronic ball markers.

Replace the following:

(C) Sanitary Sewer Cleanout:

Measurement of and payment for sewer cleanout shall be by for each item furnished and installed, including pipe, fittings, and frame and cover as called for on the plans and in accordance with the standard details.

END OF SECTION 615

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

SECTION 618 STORM DRAIN CONSTRUCTION

MAG Specification as written.

END OF SECTION 618

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EXHIBIT D

ACCEPTED GMP/PRICE PROPOSAL

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COST BREAKDOWN

Dr. A.J. Chandler Park - 90% GMP - Final

Est. Date: 11/12/2025

Item #	Division - Description/Scope Of Work	Refer.	Estimate Qty.	U/M	Unit Price	TOTALS
	01 30 Design & Engineering					
19.	Reproduction Costs - Plans/Specifications	Gen Requirements	1	ls	2,500.00	2,500.00
	01 30 Subtotal					**2,500.00**
	01 40 Permits/Develop. Fees/Utility Company Charges					
1.	ADEQ Dust Control Permit	Gen Requirements	1	ls	4,000.00	4,000.00
2.	SWPPP Notice of Intent & Review	Gen Requirements	1	ls	1,000.00	1,000.00
3.	Water Meter Fee - By Owner	Gen Requirements			By Owner	By Owner
	01 40 Subtotal					**5,000.00**
	01 70 Construction Cleanup					
1.	General Clean Up	Gen Requirements	1,460	hrs	35.00	51,100.00
	01 70 Subtotal					**51,100.00**
	02 21 Survey & Staking					
1.	Construction Field Staking & Willmeng Layout	Gen Requirements	1.00	ls	75,000.00	75,000.00
2.	Misc Ped Routing & Traffic Control	Gen Requirements	14.00	mos	3,500.00	49,000.00
3.	Construction Water Buy	Gen Requirements	5,500	mg	8.00	44,000.00
4.	Drone - Site	Gen Requirements	150	hrs	150.00	22,500.00
	02 21 Subtotal					**190,500.00**
	02 30 Materials Testing					
1.	Material Testing	Gen Requirements	1	ls	65,000.00	65,000.00
2.	Special Inspections	Gen Requirements	1	ls	10,000.00	10,000.00
	02 30 Subtotal					**75,000.00**
	02 40 Demolition					
1.	1 & 29 Demo - Curb, Curb/Gutter	Demo	2,125	lf	4.00	8,500.00
2.	2, 3, 5 & 33 Demo - Sidewalks, Ramp, Concrete Pads	Demo	6,362	sf	2.00	12,724.00
3.	4 Demo - Fountain Structure	Demo	623	sf	8.00	4,984.00
4.	6 Demo - Pavers	Demo	27,015	sf	1.00	27,015.00
5.	7 & 30 Demo - Light Pole/Base & Decorative Lights (Salvage)	Demo	42	ea	250.00	10,500.00
6.	8 Demo - Large Boulders	Demo	16	ea	250.00	4,000.00
7.	9 Demo - Striping	Demo	9,547	lf	0.25	2,386.75
8.	10 Demo - Trench Drain	Demo	549	lf	7.00	3,843.00
9.	11 Demo - Planter Pot	Demo	4	ea	500.00	2,000.00
10.	12 Demo - Remove Catch Basin	Demo	1	ea	100.00	100.00
11.	13 Demo - Retaining Wall	Demo	844	lf	5.00	4,220.00
12.	14 Demo - Feature Seat Walls	Demo	2,197	sf	3.00	6,591.00
13.	15 Demo - Signage	Demo	11	ea	500.00	5,500.00
14.	16 Demo - Waste Receptacles	Demo	13	ea	50.00	650.00
15.	17 Demo - Bollards	Demo	17	ea	100.00	1,700.00
16.	18 Demo - Buildings	Demo	2,616	sf	10.00	26,160.00
17.	19 Demo - Salvage Backflow Preventer	Demo	4	ea	300.00	1,200.00
18.	20 Demo - Fountain and associated piping	Demo	1,055	sf	5.00	5,275.00
19.	21 Demo - Shade Structures	Demo	7,896	sf	4.00	31,584.00
20.	22 Demo - Tower Structure	Demo	2	ea	7,400.00	14,800.00
21.	23 Demo - Remove and Salvage Water Bollard	Demo	4	ea	350.00	1,400.00
22.	24 Demo - Pump & Fountain Equipment	Demo	3	ea	500.00	1,500.00
23.	25 Demo - Demo Sewer line Cleanouts	Demo	3	ea	250.00	750.00
24.	26 Demo - Stairs/Hardscape	Demo	244	sf	3.00	732.00
25.	27 Demo - Remove and Salvage Parking Pavers	Demo			In Pavers	In Pavers
26.	28 Demo - Demo Sump Structure	Demo	1	ea	500.00	500.00
27.	35 - Demo - Remove Junction Box	Demo	24	ea	50.00	1,200.00
28.	36 - Demo - Remove Elec. Cabinet	Demo	2	ea	1,000.00	2,000.00
29.	37 - Demo - Remove Water Meter	Demo	1	ea	500.00	500.00
30.	40 - Demo - Flag Pole	Demo	1	ea	1,000.00	1,000.00
31.	Demo Trees	Demo	17	ea	200.00	3,400.00
32.	Mobilization	Demo	1	ls	Included	Included
	Textura	Demo	$186,714.75	%	0.22%	410.77
	02 40 Subtotal					**187,125.52**

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COST BREAKDOWN

Dr. A.J. Chandler Park - 90% GMP - Final

Est. Date: 11/12/2025

Item #	Division - Description/Scope Of Work	Refer.	Estimate Qty.	U/M	Unit Price	TOTALS
	31 10 Earthwork					
1.	Site Clearing	Earthwork	2.59	acre	2,000.00	5,181.36
2.	Earthwork - Cuts / Fills - Average of 3' on entire site	Earthwork	8,359	cy	8.50	71,053.70
3.	Soil Export	Earthwork	6,580	cy	20.00	131,600.00
4.	Footing Over excavation	Earthwork	480	cy	15.00	7,200.00
5.	Rough & Finish Grade +/-1 tenth - Entire Site	Earthwork	112,850	sf	0.65	73,352.50
6.	Traffic Control	Earthwork	2	month	5,000.00	10,000.00
7.	Mobilization	Earthwork	10	ea	1,500.00	15,000.00
8.	Off-duty Officer	Earthwork			Excluded	Excluded
	Textura	Earthwork	$313,387.56	%	0.22%	689.45
	31 10 Subtotal					**314,077.01**
	31 25 SWPP Plan & Implementation					
1.	SWPP Plan Implementation	SWPPP	1	ls	30,000.00	30,000.00
2.	Dust Control & SWPPP Maintentance	SWPPP	14	month	5,000.00	70,000.00
3.	Temp Fencing & Screening (site perimeter)	SWPPP	2,400	lf	25.00	60,000.00
	31 25 Subtotal					**160,000.00**
	31 31 Termite Pretreat					
1.	Termite Pretreat	Earthwork	2,592	sf	1.00	2,592.00
	Textura	Earthwork			Included	Included
	31 31 Subtotal					**2,592.00**
	32 10 Paving & Striping					
1.	Pavement Striping @ new parking stalls	Paving/Striping	1	allow	10,000.00	10,000.00
2.	R&R Asphalt Paving	Paving/Striping			In Wet Utilities	In Wet Utilities
3.	Parking Stop	Paving/Striping			Omitted	Omitted
	Textura	Paving/Striping	1	min	350.00	350.00
	32 10 Subtotal					**10,350.00**
	32 80 Landscaping					
1.	Existing Tree - Spade (with in 1/8 mile of project)	Landscape	28	ea	2,000.00	56,000.00
2.	Salvaged Tree Nursery	Landscape			Excluded	Excluded
3.	Existing Tree - PIP (in limit of work area)	Landscape	59	ea	200.00	11,800.00
4.	Existing Tree - PIP (Outside limit of work area)	Landscape	56	ea	Excluded	Excluded
5.	1-01 - DG	Landscape	12,460	sf	2.50	31,150.00
6.	1-02 - Stabilized Aggerate	Landscape	1,240	sf	25.00	31,000.00
7.	1-03 - Rip Rap	Landscape	3,560	sf	10.00	35,600.00
8.	1-04 - Swale Rock - 3"	Landscape	5,280	sf	3.00	15,840.00
9.	1-22 - Flagstone Steps	Landscape			Excluded	Excluded
10.	1-19 - Artificial Turf (4/LS502)	Landscape	1,845	sf	20.00	36,900.00
11.	1-12 - Artificial Turf (5/LS502)	Landscape	200	sf	20.00	4,000.00
12.	1-21 - Artificial Turf (6/LS502 - Fall Protection)	Landscape	520	sf	30.00	15,600.00
13.	3-03 - Tree Guard & Paver Suspension System	Landscape	13	ea	5,000.00	65,000.00
14.	5-01 - Tree Grate	Landscape	9	ea	1,800.00	16,200.00
15.	5-02 - Grate @ Canopy Footing	Landscape	20	ea	1,800.00	36,000.00
16.	5-25 - Planter Pot 36"	Landscape	10	ea	In Site Furn.	In Site Furn.
17.	5-26 - Planter Pot 48"	Landscape	2	ea	In Site Furn.	In Site Furn.
18.	5-27 - Tree Planter 48"	Landscape	5	ea	In Site Furn.	In Site Furn.
19.	1-24 - Curb Drain - Supply grates to match tree grates (5/LS504)	Landscape	4	ea	2,500.00	10,000.00
20.	8-01 - Drainage Rock	Landscape	3,964	sf	In Pavers	In Pavers
21.	8-02 - Amended Soil - 18" Deep	Landscape	1,126	cy	105.00	118,235.83
22.	8-02 - Amended Soil @ Soil Cell - 32" deep per MFG	Landscape	675	cy	In Soil Cell	In Soil Cell
23.	8-02 - 4" AB above Soil Cells for pavers (3/LS501)	Landscape	113	cy	120.00	13,506.67
24.	8-03 - Structural Soil - 4' Deep w/ filter fabric	Landscape	474	cy	240.00	113,742.22
25.	8-04 - Sand Base (Below Sod)	Landscape	11,211	sf	3.75	42,041.25
26.	8-05 - Soil Cell System w/ 4" ABC Below	Landscape	6,078	sf	42.00	255,276.00
27.	8-05 - Drainage System @ Soil Cell	Landscape			Included	Included
28.	8-05 - 1' Perimeter Stone (#57 Rock) per Ferguson Soil Cell Details	Landscape			Included	Included

COST BREAKDOWN

Dr. A.J. Chandler Park - 90% GMP - Final

Est. Date: 11/12/2025

Item #	Division - Description/Scope Of Work	Refer.	Estimate Qty.	U/M	Unit Price	TOTALS
29.	Trees - 60" Box	Landscape	1	ea	12,900.00	12,900.00
30.	Trees - 48" Box	Landscape	58	ea	2,550.00	147,900.00
31.	Trees - 36" Box	Landscape	89	ea	1,010.00	89,890.00
32.	Trees - 24" Box	Landscape	13	ea	350.00	4,550.00
33.	Root Barriers - 6/LP501 - 3 sides/tree	Landscape	161	ea	300.00	48,300.00
34.	Shrubs - 10 Gal.	Landscape	400	ea	160.00	64,000.00
35.	Shrubs - 5 Gal.	Landscape	958	ea	35.00	33,530.00
36.	Accents - 15 Gal.	Landscape	86	ea	175.00	15,050.00
37.	Accents - 10 Gal.	Landscape	29	ea	160.00	4,640.00
38.	Accents - 5 Gal.	Landscape	78	ea	85.00	6,630.00
39.	Grasses - 5 Gal.	Landscape	406	ea	35.00	14,210.00
40.	SOD - CYN DAC Bermudagrass	Landscape	11,211	sf	3.00	33,633.00
41.	Irrigation	Landscape	1	ls	131,453.00	131,453.00
42.	Irrigation - Backflow Preventer	Landscape	2	ea	Included	Included
43.	Mobilization / GCs	Landscape			Included	Included
44.	Landscape fine grading	Landscape	1	ls	25,000.00	25,000.00
45.	Landscape dust control	Landscape	1	ls	40,000.00	40,000.00
46.	90 Day maintenance & warranty	Landscape	1	ls	44,000.00	44,000.00
47.	Textura	Landscape	1,623,578	%	0.22%	3,571.87
48.	Subcontract Bond	Sub Bond	1,627,150	%	2.00%	32,543.00
	32 80 Subtotal					**1,659,692.84**
	33 30 Wet Utilities					
	Sewer Line					
1.	6" PVC SDR35 Sewer line (Excludes boring under SRP)	Wet Utilities	220	lf	140.00	30,800.00
2.	8" PVC SDR35 Sewer line (Excludes boring under SRP)	Wet Utilities	139	lf	155.00	21,545.00
3.	Sewer line Cleanout	Wet Utilities	2	ea	3,500.00	7,000.00
4.	Tie-in to existing manhole	Wet Utilities	2	ea	12,250.00	24,500.00
5.	Sump Drain @ Drinking Fountain	Wet Utilities	4	ea	1,650.00	6,600.00
	Waterline					
6.	1" SCH 80 PVC Water Line	Wet Utilities	296	lf	130.00	38,480.00
7.	2" SCH 80 PVC Water Line	Wet Utilities	493	lf	135.00	66,555.00
8.	3" SCH 80 PVC Water Line	Wet Utilities	10	lf	140.00	1,400.00
9.	Meter Assembly w/ Vault w/ RPBFA	Wet Utilities	3	ea	11,750.00	35,250.00
10.	2" Multi Water Meter Assembly	Wet Utilities	1	ea	7,500.00	7,500.00
11.	Replace 3" Meter	Wet Utilities			By Owner	By Owner
12.	Connect to existing stub	Wet Utilities	1	ea	2,500.00	2,500.00
13.	Waterline Service Connection	Wet Utilities	1	ea	4,500.00	4,500.00
	Fireline					
14.	6" DIP Fireline	Wet Utilities	123	lf	165.00	20,295.00
15.	Fireline Tap & Street Work (Saw Cut/Asphalt Patch)	Wet Utilities	2	ea	15,000.00	30,000.00
16.	Fire Riser To 8" AFF	Wet Utilities	1	ea	5,000.00	5,000.00
	Storm Drain System					
17.	6" HDPE Storm Drain	Wet Utilities	34	lf	70.00	2,380.00
18.	8" HDPE Storm Drain	Wet Utilities	43	lf	75.00	3,225.00
19.	12" HDPE Storm Drain	Wet Utilities	68	lf	80.00	5,440.00
20.	Tie-in to existing SD/Basin	Wet Utilities	5	ea	2,500.00	12,500.00
21.	Catch Basin - MAG 535 Type F	Wet Utilities	1	ea	9,000.00	9,000.00
22.	18" Drain Basin	Wet Utilities	1	ea	10,000.00	10,000.00
23.	ACO Radius Drain - 1.5' Wide @ Turf Steps	Wet Utilities	34	lf	In Concrete	In Concrete
24.	Storm Drain Allowance for Soil Cell System	Wet Utilities			Included	Included
25.	Traffic Control	Wet Utilities	1	ls	18,000.00	18,000.00
	Textura	Wet Utilities	362,470	%	0.22%	797.43
	33 30 Subtotal					**363,267.43**

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COST BREAKDOWN

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Item #	Division - Description/Scope Of Work	Refer.	Estimate Qty.	U/M	Unit Price	TOTALS
	32 13 Site Concrete					
1.	KN02 - Concrete Curb - MAG 220 C&G	Site Concrete	412	lf	40.00	16,480.00
2.	KN03 - Concrete Curb - MAG 222 Vert (2-02, 6" x 18")	Site Concrete	690	lf	65.00	44,850.00
3.	KN04 - Curb Cut - MAG 226	Site Concrete	4	ea	500.00	2,000.00
4.	1-05 - Vehicular Concrete (Type 1)	Site Concrete	1,034	sf	20.00	20,680.00
5.	1-06 - Vehicular Concrete (Type 2)	Site Concrete	15,835	sf	20.00	316,700.00
6.	1-07 - Vehicular Concrete (Type 3)	Site Concrete	2,643	sf	20.00	52,860.00
7.	1-08 - Vehicular Concrete (Type 4)	Site Concrete	4,319	sf	23.00	99,337.00
8.	1-09 - Decorative Banding	Site Concrete	2,687	sf	56.00	150,472.00
9.	1-10 - Concrete Pavement Pedestrian (Type 1)	Site Concrete	684	sf	19.00	12,996.00
10.	1-11 - Concrete Pavement Pedestrian (Type 2)	Site Concrete	1,030	sf	18.00	18,540.00
11.	1-12 - Vehicular Concrete at Pavers - 6" on 6" ABC (Conc. Only)	Site Concrete	13,250	sf	13.00	172,250.00
12.	1-17 - Truncated Domes	Site Concrete	355	sf	120.00	42,600.00
13.	1-24 - Curb Drain Concrete & Grates Install - Grate by Landscape (5/LS504)	Site Concrete	36	lf	120.00	4,320.00
14.	Dowels at Expansion Joints	Site Concrete	2,720	lf	8.00	21,760.00
15.	2-01 - Raised Concrete Header (6" x 8")	Site Concrete	228	lf	40.00	9,120.00
16.	2-02 - Raised Concrete Header at Parking	Site Concrete			In Conc. Curb	In Conc. Curb
17.	2-03 - Flush Concrete Header (8"x8")	Site Concrete	350	lf	42.00	14,700.00
18.	2-05 - Turf Steps - Acid Etch - curved	Site Concrete	133	lf	200.00	26,600.00
19.	2-06 - Seat Wall (Wall & Footing)	Site Concrete	50	lf	450.00	22,500.00
20.	2-07 - Seat Wall - Retaining (Wall & Footing)	Site Concrete	30	lf	500.00	15,000.00
21.	2-08 - Art Pedestal - 3' Dia. - Acid Etch	Site Concrete	3	ea	2,000.00	6,000.00
22.	3-01 - Swale Bridge Footings	Site Concrete	7	ea	4,500.00	31,500.00
23.	3-03 - Tree Guard & Paver Suspension System	Site Concrete	13	ea	750.00	9,750.00
24.	5-01 - Tree Grate - Install Concrete Ring Only	Site Concrete	9	ea	500.00	4,500.00
25.	5-02 - Canopy Grate - Install Only	Site Concrete	20	ea	500.00	10,000.00
26.	5-03 - Tie Downs - Install/Conc. Only per (4/LS504)	Site Concrete	8	ea	100.00	800.00
27.	5-10 - Ping Pong Table (4/LS505) - Footings Only	Site Concrete	2	ea	750.00	1,500.00
28.	5-16 - Removable Bollards - Install Only	Site Concrete	26	ea	500.00	13,000.00
	5-18 - Swing Bench Footing (3/LS505)	Site Concrete	3	ea	2,500.00	7,500.00
29.	5-19 - Umbrella Footings - Install Only	Site Concrete	12	ea	500.00	6,000.00
30.	5-27 - Tree Planter - Footing per 5/LS506	Site Concrete	5	ea	1,000.00	5,000.00
31.	5-43 - Decorative Paving Stud - Provide & Install	Site Concrete	67	ea	200.00	13,400.00
32.	Light Pole Base - 15' Max	Site Concrete	13	ea	1,600.00	20,800.00
33.	Light Pole Base - Over 15'	Site Concrete	22	ea	2,000.00	44,000.00
34.	Steel trench drain at bottom turf steps (3/C202 & 4/LS503)	Site Concrete	36	lf	800.00	28,800.00
35.	Light Totem/Lantern - Footing (5/S3.1)	Light Totem	5	ea	5,000.00	25,000.00
36.	EV Charging Station Footings - Reset per new elevation	Site Concrete	2	ea	2,000.00	4,000.00
37.	Continuous Footing at 1-15 Pavers (9 & 10/LS501)	Site Concrete	2,700	lf	22.00	59,400.00
38.	Mockups - Flatwork	Allowance	1	ls	20,000.00	20,000.00
39.	8" TD, Saw Cuts, Pump Allowance	Site Concrete	1	ls	50,000.00	50,000.00
40.	Wire Mesh over Stratavault (Per MFG, Not on drawings)	Site Concrete			Omitted	Omitted
41.	Vac Truck	Site Concrete	1	ls	25,000.00	25,000.00
42.	Textura	Site Concrete	$1,449,715.00	%	0.22%	3,189.37
43.	Subcontract Bond	Sub Bond	$1,452,904.37	%	2.00%	29,058.09
	32 13 Subtotal					**1,481,962.46**

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COST BREAKDOWN

Dr. A.J. Chandler Park - 90% GMP - Final

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Item #	Division - Description/Scope Of Work	Refer.	Estimate Qty.	U/M	Unit Price	TOTALS
	32 14 Pavers					
1.	1-12 - Vehicular Concrete Pavers (Paver only - Conc. sub slab in Conc.)	Pavers	13,250	sf	17.50	231,875.00
2.	1-13 - Pavers Pedestrian (Type 1) - Grind/Shotblast	Pavers	534	sf	18.00	9,612.00
3.	1-14- Pavers Pedestrian (Type 2) - Shotblast	Pavers	2,023	sf	17.00	34,391.00
4.	1-15 - Permeable Pavers w/ continuous footer	Pavers	4,222	sf	17.50	73,885.00
5.	1-15 - Permeable Pavers - 18" Drainage Rock #47 Stone + Geo Fabric	Pavers	4,222	sf	13.50	56,997.00
6.	1-16 - Permeable Pavers (On soil cell)	Pavers	4,580	sf	16.00	73,280.00
7.	1-18 - Detectable Warning Paver	Pavers	454	sf	100.00	45,400.00
8.	1-22 - Flagstone steps - Install Only @ Conc.	Pavers			Excluded	Excluded
9.	Paver Suspension System (6/LS504)	Pavers		ea	In Landscape	In Landscape
10.	R&R existing pavers - Parking Lot	Pavers	10,092	sf	11.00	111,012.00
11.	R&R existing pavers - Utility Patch Back	Pavers	1	ls	20,000.00	20,000.00
12.	R&R existing pavers - West Area/Flagpole	Pavers	1	ls	15,000.00	15,000.00
13.	Textura	Pavers	$671,452.00	%	0.22%	1,477.19
14.	Subcontract Bond	Sub Bond	$672,929.19	%	2.00%	13,458.58
	32 14 Subtotal					**686,387.77**
	03 00 Cast-In-Place Concrete					
1.	Concrete Caisson - West Canopy (48"x17')	West Canopy	8	ea	6,000.00	48,000.00
2.	Concrete Caisson - East Canopy (48"x17')	East Canopy	8	ea	6,000.00	48,000.00
3.	Spread Footings - North Canopy/Storage 103 & 104 (6'x6'x18")	North Canopy	12	ea	2,800.00	33,600.00
4.	Spread Footings - South Canopy/Storage 102 (6'x6'x18")	South Canopy	12	ea	2,800.00	33,600.00
5.	Spread Footings - Restroom 110 (4'x4'x12")	Restrooms	8	ea	1,800.00	14,400.00
6.	Slab On Grade 4" On 4" - Storage 111 South Canopy	South Canopy	636	sf	42.00	26,712.00
7.	Slab On Grade 4" On 4" - Storage 103 North Canopy	North Canopy	426	sf	42.00	17,892.00
8.	Slab On Grade 4" On 4" - Storage 104 North Canopy	North Canopy	407	sf	42.00	17,094.00
9.	Slab On Grade 4" On 4" - Restroom 110	Restrooms	748	sf	42.00	31,416.00
10.	Turndowns/Continuous Footings - Storage 111 South Canopy	South Canopy	116	lf	N/A	N/A
11.	Turndowns/Continuous Footings - Storage 103 North Canopy	North Canopy	86	lf	N/A	N/A
12.	Turndowns/Continuous Footings - Storage 104 North Canopy	North Canopy	112	lf	N/A	N/A
13.	Turndowns/Continuous Footings - Restrooms 110	Restrooms	145	lf	N/A	N/A
14.	Vapor Barrier - 15 Mil.	South Canopy	636	sf	1.00	636.00
15.	Vapor Barrier - 15 Mil.	North Canopy	833	sf	1.00	833.00
16.	Vapor Barrier - 15 Mil.	Restrooms	748	sf	1.00	748.00
17.	Textura	North Canopy	272,931	%	0.22%	600.45
18.	Subcontract Bond	Sub Bond	273,531	%	2.00%	5,470.63
	03 00 Subtotal					**279,002.08**
	04 00 Masonry					
1.	Storage 111 - 8" CMU - 9' high - Ground Face	South Canopy	1,044	sf	38.00	39,672.00
2.	Storage 103 - 8" CMU - 9' high - Ground Face	North Canopy	774	sf	38.00	29,412.00
3.	Storage 104 - 8" CMU - 9' high - Ground Face	North Canopy	1,008	sf	38.00	38,304.00
4.	Restroom 110 - 8" CMU - 9' high - Ground Face	Restrooms	1,305	sf	38.00	49,590.00
5.	Textura	North Canopy	156,978	%	0.22%	345.35
	04 00 Subtotal					**157,323.35**
	05 05 Structural & Misc Steel					
1.	3-01 - Swale Bridge - Steel Scope	Landscape	426	sf	350.00	149,100.00
2.	3-02 - Garden Fence	Landscape	1,325	lf	88.00	116,600.00
3.	Demo/Patch Existing Iron Fence	Landscape			Excluded	Excluded
4.	5-18 - Swing Shade Structure	Landscape	3	ea	32,500.00	97,500.00
5.	North Canopy Framing	North Canopy	4,352	sf	60.00	261,120.00
6.	South Canopy Framing	South Canopy	3,314	sf	60.00	198,840.00
7.	East Canopy Framing	East Canopy	4,995	sf	65.00	324,675.00
8.	West Canopy Framing	West Canopy	4,995	sf	65.00	324,675.00
9.	Restroom Canopy	Restrooms	2,122	sf	60.00	127,320.00
10.	Light Lantern - Column	Light Totem	5	ea	6,500.00	32,500.00
11.	South Canopy - Columns	South Canopy	12	ea	3,500.00	42,000.00
12.	East Canopy - Columns	East Canopy	8	ea	5,000.00	40,000.00
13.	West Canopy - Columns	West Canopy	8	ea	5,000.00	40,000.00
14.	Storage 111 - Metal Louvers 3' high	South Canopy	348	sf	50.00	17,400.00
15.	Storage 103 - Metal Louvers 3' high	North Canopy	258	sf	50.00	12,900.00

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16.	Storage 104 - Metal Louvers 3' high	North Canopy	336	sf	50.00	16,800.00
17.	Restrooms - Metal Louvers 3' high	Restrooms	381	sf	50.00	19,050.00
18.	Storage 111 - Stainless Steel Bug Screen	South Canopy	348	sf	25.00	8,700.00
19.	Storage 103 - Stainless Steel Bug Screen	North Canopy	258	sf	25.00	6,450.00
20.	Storage 104 - Stainless Steel Bug Screen	North Canopy	336	sf	25.00	8,400.00
21.	Restrooms 110 - Stainless Steel Bug Screen	Restrooms	381	sf	25.00	9,525.00
22.	Sliding wire mesh partitions - (2) 6'x9'	Restrooms	2	ea	4,050.00	8,100.00
23.	Wire mesh screen - (1) 12'x5' Above RR Sink	Restrooms	60	sf	50.00	3,000.00
24.	Wire mesh screen - 3' Tall - Above RR walls	Restrooms	249	sf	50.00	12,450.00
25.	Wire mesh screen - 3' Tall - Above RR walls	North Canopy	96	sf	50.00	4,800.00
26.	Structural Support for Adult Changing Station - CMU Wall	Restrooms	1	ls	2,000.00	2,000.00
27.	Steel Plate @ RR Interior Walls - (4 & 5/A800, 4 & 9/A801, 3 & 4 & 5/A802)	Restrooms	1	ls	30,000.00	30,000.00
28.	Scupper Box @ Roof Drain Nozzle (9/A800)	Restrooms	4	ea	1,200.00	4,800.00
29.	Mockup	Allowance	1	ls	73,000.00	73,000.00
30.	AESS 2 at areas >20'. AESS 3 at areas >20' high. SSPC-SP6. **Scope TBD**	North Canopy	4,505	sf	5.00	22,525.00
31.	AESS 2 at areas >20'. AESS 3 at areas >20' high. SSPC-SP6. **Scope TBD**	South Canopy	4,404	sf	5.00	22,020.00
32.	AESS 2 at areas >20'. AESS 3 at areas >20' high. SSPC-SP6. **Scope TBD**	East Canopy	5,989	sf	5.00	29,945.00
33.	AESS 2 at areas >20'. AESS 3 at areas >20' high. SSPC-SP6. **Scope TBD**	West Canopy	5,960	sf	5.00	29,800.00
34.	AESS 2 at areas >20'. AESS 3 at areas >20' high. SSPC-SP6. **Scope TBD**	Restrooms	2,225	sf	5.00	11,125.00
35.	Textura	South Canopy	$2,107,120.00	%	0.22%	4,635.66
36.	Subcontract Bond	Sub Bond	$2,111,755.66	%	2.00%	42,235.11
	05 05 Subtotal					**2,153,990.77**
	05 70 Decorative Metals					
1.	East Canopy - Custom Paneling w/ Kynar Finish **(Pattern Not Defined Yet)**	East Canopy	5,486	sf	93.00	510,198.00
2.	West Canopy - Custom Paneling w/ Kynar Finish **(Pattern Not Defined Yet)**	West Canopy	5,486	sf	93.00	510,198.00
3.	East Canopy - Custom Pattern	East Canopy	5,486	sf	7.50	41,145.00
4.	West Canopy - Custom Pattern	West Canopy	5,486	sf	7.50	41,145.00
5.	Light Totem/Lantern - Custom Paneling - 5 total	Light Totem	733	sf	225.00	164,850.00
6.	1/8" Acrylic per 4/A804 & Install	Light Totem	1,026	sf	50.00	51,286.67
7.	Textura	East Canopy	1,318,823	%	0.22%	2,901.41
8.	Subcontract Bond	Sub Bond	1,321,724	%	1.00%	13,217.24
	05 70 Subtotal					**1,334,941.32**
	06 10 Rough Carpentry					
1.	Rough Carpentry - Roof Blocking	Restrooms	2,209	sf	0.50	1,104.50
2.	Rough Carpentry - Roof Blocking	North Canopy	4,486	sf	0.50	2,243.00
3.	Rough Carpentry - Roof Blocking	South Canopy	3,298	sf	0.50	1,649.00
4.	Textura	West Canopy	4,997	%	0.22%	10.99
	06 10 Subtotal					**5,007.49**
	07 10 Waterproofing					
1.	Waterproof Footings & Retaining Walls (Tremco 250 GC)	Restrooms	3,105	sf	6.50	20,182.50
2.	Waterproof membrane @ Restroom floors	Restrooms			N/A	N/A
3.	Water Proofing @ Seat Wall	Landscape	1	ls	3,500.00	3,500.00
4.	Fluid Applied Air Barrier @ CMU & Framed walls (Tremco ExoAir 230)	Restrooms	4,131	sf	6.50	26,851.50
5.	Textura	Restrooms	50,534	%	0.22%	111.17
	07 10 Subtotal					**50,645.17**
	07 50 Roofing					
1.	Roofing - Fluid Applied Restrooms	Restrooms	2,209	sf	8.50	18,776.50
2.	Roofing - Fluid Applied West Canopy	West Canopy	5,230	sf	8.50	44,455.00
3.	Roofing - Fluid Applied East Canopy	East Canopy	5,230	sf	8.50	44,455.00
4.	Roofing - Fluid Applied North Canopy	North Canopy	4,486	sf	8.50	38,131.00
5.	Roofing - Fluid Applied South Canopy	South Canopy	3,298	sf	8.50	28,033.00
6.	Textura	West Canopy	173,851	%	0.22%	382.47
	07 50 Subtotal					**174,232.97**

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	07 92 Caulking & Sealants					
1.	Caulking - Hardscape	Site Concrete	41,482	sf	0.40	16,592.80
2.	Caulking - Masonry - North Canopy	North Canopy	1,782	sf	1.00	1,782.00
3.	Caulking - Masonry - South Canopy	South Canopy	1,044	sf	1.00	1,044.00
4.	Caulking - Masonry - Restrooms	Restrooms	1,305	sf	1.00	1,305.00
5.	Textura	Site Concrete	20,724	%	0.22%	45.59
	07 92 Subtotal					**20,769.39**
	08 11 Doors, Frames & Hardware					
1.	6'x7'-10" Pair HM Door/HM Frame - Storage 102	South Canopy	1	pair	6,200.00	6,200.00
2.	6'x7'-10" Pair HM Door/HM Frame - Storage 103 & 104	North Canopy	2	pair	6,200.00	12,400.00
3.	3'x7'-10" HM Door/HM Frame - Storage 104	North Canopy	2	ea	3,500.00	7,000.00
4.	3'x7'-10" HM Door/HM Frame - Restroom	Restrooms	4	ea	3,500.00	14,000.00
5.	Low Voltage - Hardware at Restroom Doors	North Canopy	11	ls	3,000.00	33,000.00
6.	Textura	North Canopy	72,600	%	0.22%	159.72
	08 11 Subtotal					**72,759.72**
	09 22 Metal Stud Framing & Drywall					
1.	Framing/Drywall - Restrooms - 9'H	Restrooms	1,169	sf	15.00	17,527.50
2.	Framing @ Stucco Ceiling	North Canopy	870	sf	4.00	3,480.00
3.	Framing @ Stucco Ceiling	South Canopy	1,320	sf	4.00	5,280.00
4.	Roof Framing - Restrooms	Restrooms	2,122	sf	3.50	7,427.00
5.	Roof Framing - North Canopy	North Canopy	4,486	sf	3.50	15,701.00
6.	Roof Framing - South Canopy	South Canopy	3,298	sf	3.50	11,543.00
7.	Textura	North Canopy	60,959	%	0.22%	134.11
	09 22 Subtotal					**61,092.61**
	09 24 EIFS & Stucco					
1.	Stucco @ Ceilings	North Canopy	870	sf	12.00	10,440.00
2.	Stucco @ Ceilings	South Canopy	1,320	sf	12.00	15,840.00
3.	Textura	South Canopy	26,280		0.00	57.82
	09 24 Subtotal					**26,337.82**
	09 30 Floor & Wall Tile					
1.	F2 - Thinset Tile Floor	Restrooms			Omitted	Omitted
2.	F2 - Thinset Tile Floor - RR @ North Canopy	Restrooms			Omitted	Omitted
3.	T1 - Wall Tile @ Restrooms	Restrooms	2,685	sf	18.00	48,330.00
4.	T1 - Wall Tile @ Restrooms - RR @ North Canopy	North Canopy	565	sf	18.00	10,170.00
5.	Mock Ups	Allowance	1	ls	2,500.00	2,500.00
6.	Textura	Restrooms	61,000	%	0.22%	134.20
	09 30 Subtotal					**61,134.20**

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09 50	**Acoustical Ceilings**					
1.	T&G Wood Ceilings - North Canopy	North Canopy	3,394	sf	30.00	101,820.00
2.	T&G Wood Ceilings - South Canopy	South Canopy	2,480	sf	30.00	74,400.00
3.	T&G Wood Ceilings - Restrooms	Restrooms	2,111	sf	30.00	63,330.00
4.	T&G Wood Ceilings - North Canopy - Sealer/Fire Proofing	North Canopy	3,394	sf	4.00	13,576.00
5.	T&G Wood Ceilings - South Canopy - Sealer/Fire Proofing	South Canopy	2,480	sf	4.00	9,920.00
6.	T&G Wood Ceilings - Restrooms - Sealer/Fire Proofing	Restrooms	2,111	sf	4.00	8,444.00
7.	Textura	North Canopy	271,490	%	0.22%	597.28
09 50	**Subtotal**					**272,087.28**
09 67	**Polish Flooring**					
1.	Sealed Concrete Flooring	South Canopy	636	sf	2.00	1,272.00
2.	Polish / Seal Concrete Flooring	North Canopy	833	sf	4.00	3,332.00
3.	Polish / Seal Concrete Flooring	Restrooms	748	sf	5.00	3,740.00
4.	Textura	Restrooms	8,344	%	0.22%	18.36
09 67	**Subtotal**					**8,362.36**
09 90	**Painting**					
1.	Paint - Site Misc.	Site Concrete	1	ls	16,000.00	16,000.00
2.	North Canopy - Roof Edge Bent Plate	North Canopy	4,352	sf	1.40	6,092.80
3.	South Canopy - Roof Edge Bent Plate	South Canopy	3,314	sf	1.40	4,639.60
4.	East Canopy - Roof Edge Bent Plate	East Canopy	4,995	sf	1.40	6,993.00
5.	West Canopy - Roof Edge Bent Plate	West Canopy	4,995	sf	1.40	6,993.00
6.	Restrooms - Roof Edge Bent Plate	Restrooms	852	sf	1.40	1,192.80
7.	Anti Graffiti Paint @ Exterior CMU (A403)	Restrooms	4,751	sf	2.00	9,501.30
8.	Mesh Partitions above toilet walls	Restrooms	852	sf	5.00	4,260.00
9.	Light Totem - Paint	Light Totem	5	ls	500.00	2,500.00
10.	Textura	Restrooms	58,173	%	0.0022	127.98
09 90	**Subtotal**					**58,300.48**
10 14	**Signage**					
1.	Interpretive Signage	Signage	5	ea	9,341.25	46,706.25
2.	Inground Signage	Signage	1	ea	4,215.00	4,215.00
3.	Entry Signage Allowance (New scope from 60% plans)	Signage			Add Alts	Add Alts
4.	ADA/Building Signage	Restrooms	6	ea	300.00	1,800.00
5.	ADA/Building Signage	North Canopy	4	ea	300.00	1,200.00
6.	ADA/Building Signage	South Canopy	1	ea	300.00	300.00
7.	Textura	Signage	54,221	%	0.22%	119.29
10 14	**Subtotal**					**54,340.54**
10 20	**Interior & Safety Specialties**					
1.	Restroom Accessories - Grab Bars	Restrooms	12	ea	100.00	1,200.00
2.	Restroom Accessories - TP Disp	Restrooms	9	ea	300.00	2,700.00
3.	Restroom Accessories - Sanitary Napkin Disp	Restrooms	9	ea	300.00	2,700.00
4.	Restroom Accessories - Signage	Restrooms	3	ea	150.00	450.00
5.	Restroom Accessories - Mirrors	Restrooms	3	ea	200.00	600.00
6.	Restroom Accessories - Baby Changing Station	Restrooms	1	ea	850.00	850.00
7.	Restroom Accessories - Grab Bars	North Canopy	6	ea	100.00	600.00
8.	Restroom Accessories - TP Disp	North Canopy	2	ea	300.00	600.00
9.	Restroom Accessories - Sanitary Napkin Disp	North Canopy	2	ea	300.00	600.00
10.	Restroom Accessories - Signage	North Canopy	2	ea	150.00	300.00
11.	Restroom Accessories - Mirrors	North Canopy	2	ea	200.00	400.00
12.	Restroom Accessories - Baby Changing Station	North Canopy	1	ea	850.00	850.00
13.	Adult Changing Station - Powered	Restrooms	1	ea	10,500.00	10,500.00
14.	Textura	Restrooms	22,350		0.00	49.17
10 20	**Subtotal**					**22,399.17**

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COST BREAKDOWN

Dr. A.J. Chandler Park - 90% GMP - Final

Est. Date: 11/12/2025

Item #	Division - Description/Scope Of Work	Refer.	Estimate Qty.	U/M	Unit Price	TOTALS
	12 90 Site Furnishings					
	Dave Bang					
1.	5-03 Tie-Down	Site Furnishings	8	ea	150.00	1,200.00
2.	5-06 Bistro Chair **(Spec TBD)**	Site Furnishings	137	pair	250.00	34,250.00
3.	5-07 Bistro Table - Round **(Spec TBD)**	Site Furnishings	76	ea	350.00	26,600.00
4.	5-08 Picnic Table Single	Site Furnishings	2	ea	1,800.00	3,600.00
5.	5-09 Picnic Table	Site Furnishings	12	ea	2,500.00	30,000.00
6.	5-10 Picnic Table Right Extension	Site Furnishings	3	ea	2,900.00	8,700.00
7.	5-11 Picnic Table Left Extension	Site Furnishings	3	ea	2,900.00	8,700.00
8.	5-13 Trash Receptacle	Site Furnishings	19	ea	2,700.00	51,300.00
9.	5-16 Removable Bollard	Site Furnishings	26	ea	1,000.00	26,000.00
10.	5-19 Shade Umbrella	Site Furnishings	12	ea	6,700.00	80,400.00
11.	5-20 Disc Shade with Table	Site Furnishings			Excluded	Excluded
12.	5-21 Chess Table	Site Furnishings	3	ea	2,000.00	6,000.00
13.	5-22 Bench 117"	Site Furnishings	7	ea	5,100.00	35,700.00
14.	5-23 Bench 175"	Site Furnishings	8	ea	7,500.00	60,000.00
15.	5-15 Bike Rack	Site Furnishings	20	ea	650.00	13,000.00
16.	5-33 Swing	Site Furnishings	1	ea	10,000.00	10,000.00
17.	Shipping & Handling	Site Furnishings	337	ea	140.00	47,180.00
18.	Install	Site Furnishings	1	ls	50,000.00	50,000.00
	Playspace Designs					
19.	5-05 Circular Bench - Pricing doubled since 60% per Play Space	Site Furnishings	13	ea	3,350.00	43,550.00
20.	5-12 Ping Pong Table	Site Furnishings	2	ea	10,000.00	20,000.00
21.	5-14 Dog Bag Station	Site Furnishings	4	ea	700.00	2,800.00
22.	5-27 Tree Planter	Site Furnishings	5	ea	2,500.00	12,500.00
23.	5-28 Pebble 24"x18"	Site Furnishings	1	ea	900.00	900.00
24.	5-29 Pebble 36"x25"	Site Furnishings	1	ea	1,200.00	1,200.00
25.	5-30 Pebble 42"x28"	Site Furnishings	2	ea	1,800.00	3,600.00
26.	5-31 Pebble 56"x37"	Site Furnishings	1	ea	5,000.00	5,000.00
27.	5-32 Distortion Mirrors	Site Furnishings	1	ea	8,500.00	8,500.00
28.	5-34 Effect Disc B with Post	Site Furnishings	1	ea	8,500.00	8,500.00
29.	5-35 Babel Drum large	Site Furnishings	1	ea	4,000.00	4,000.00
30.	5-36 Sound Column	Site Furnishings	1	ea	9,000.00	9,000.00
31.	Global Trade Impact Fee (Tariffs)	Site Furnishings	1	ls	20,000.00	20,000.00
32.	Shipping & Handling	Site Furnishings	1	ls	30,000.00	30,000.00
33.	Install	Site Furnishings	1	ls	20,000.00	20,000.00
	Landscape Forms					
34.	5-04 Adirondack Chair (LOLL Spec)	Site Furnishings	34	ea	540.00	18,360.00
35.	5-18 Shade Structure - Swing (Shade Structure in Steel)	Site Furnishings	4	ea	13,700.00	54,800.00
36.	5-25 Planter Pot 36"	Site Furnishings	10	ea	1,800.00	18,000.00
37.	5-26 Planter Pot 48"	Site Furnishings	2	ea	3,500.00	7,000.00
38.	Shipping & Handling	Site Furnishings	1	ls	12,000.00	12,000.00
39.	Install	Site Furnishings	1	ls	35,000.00	35,000.00
	Miracle Playground Sales					
40.	5-37 Glomist	Site Furnishings	3	ea	7,850.00	23,550.00
41.	5-38 Glomist Nano	Site Furnishings	2	ea	7,000.00	14,000.00
42.	Shipping & Handling	Site Furnishings	1	ls	4,500.00	4,500.00
43.	Install	Site Furnishings	1	ls	40,000.00	40,000.00
	Cart King					
44.	Mobile Game Cart	Site Furnishings	1	ea	5,500.00	5,500.00
45.	Shipping & Handling	Site Furnishings	1	ls	1,200.00	1,200.00
46.	Install	Site Furnishings			N/A	N/A

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COST BREAKDOWN

Dr. A.J. Chandler Park - 90% GMP - Final

Est. Date: 11/12/2025

Item #	Division - Description/Scope Of Work	Refer.	Estimate Qty.	U/M	Unit Price	TOTALS
	Mecca Designs					
47.	Mobile Book Cart	Site Furnishings	1	ea	10,000.00	10,000.00
48.	Shipping & Handling	Site Furnishings	1	ls	2,000.00	2,000.00
49.	Install	Site Furnishings			N/A	N/A
	Art Solutions					
50.	Statue Removal / Storage (6 months) / Relocate	Site Furnishings	3	ea	13,000.00	39,000.00
51.	Statue Storage - (Beyond 6 months)	Site Furnishings	6	months	1,300.00	7,800.00
	Miscellaneous					
52.	3-04 - Water Bollards (No Specs)	Site Furnishings	5	ea	In Plumbing	In Plumbing
53.	5-17 Drinking Fountain	Site Furnishings	4	ea	In Plumbing	In Plumbing
54.	5-24 EV Charging Station (New)	Site Furnishings	2	ea	In Electrical	In Electrical
55.	Bollard (Helio 600 LIT)	Site Furnishings			In Electrical	In Electrical
56.	Bench 59"	Site Furnishings			Omitted	Omitted
57.	Textura	Site Furnishings	974,890	%	0.22%	2,144.76
58.	Subcontract Bond	Sub Bond	977,035	%	1.00%	9,770.35
12 90	**Subtotal**					**986,805.11**
21 00	**Fire Protection**					
1.	Fire Protection - Restroom 110	Restrooms	852	sf	Excluded	Excluded
2.	Fire Protection - Restroom 104 @ North Canopy	North Canopy	100	sf	152.50	15,250.00
3.	Fire Protection - South Storage Room	South Canopy	655	sf	14.05	9,200.00
4.	Fire Protection - Canopies				Excluded	Excluded
5.	Textura	North Canopy	24,450	%	0.22%	53.79
21 00	**Subtotal**					**24,503.79**
22 01	**Plumbing**					
1.	Toilets	Restrooms	9	ea	8,000.00	72,000.00
2.	Urinals	Restrooms	3	ea	8,000.00	24,000.00
3.	Lavatories	Restrooms	3	ea	8,000.00	24,000.00
4.	Floor Drains	Restrooms	6	ea	8,000.00	48,000.00
5.	Trough Sink	Restrooms	1	ls	16,000.00	16,000.00
6.	Roof Drains @ Restrooms	Restrooms	2	ea	7,000.00	14,000.00
7.	Hose Bibs	Restrooms	3	ea	6,000.00	18,000.00
8.	Toilets	North Canopy	2	ea	6,000.00	12,000.00
9.	Urinals	North Canopy	2	ea	6,000.00	12,000.00
10.	Lavatories	North Canopy	2	ea	6,000.00	12,000.00
11.	Floor Drains	North Canopy	2	ea	6,000.00	12,000.00
12.	Hose Bibs	Wet Utilities	6	ea	4,000.00	24,000.00
13.	Drinking Fountains	Wet Utilities	4	ea	12,000.00	48,000.00
14.	3-04 - Water Bollards Stub Up (No Specs)	Wet Utilities	5	ea	2,000.00	10,000.00
15.	Textura	Restrooms	346,000	%	0.22%	761.20
22 01	**Subtotal**					**346,761.20**
23 05	**HVAC Systems**					
1.	No Scope	Restrooms				-
23 05	**Subtotal**					**0.00**

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COST BREAKDOWN

Dr. A.J. Chandler Park - 90% GMP - Final

Est. Date: 11/12/2025

Item #	Division - Description/Scope Of Work	Refer.	Estimate Qty.	U/M	Unit Price	TOTALS
26 05	**Electrical**					
1.	Power & Lighting - General Site Electrical	Site Electrical	112,850	sf	11.10	1,252,635.00
2.	Power & Lighting - North Canopy / Storage 103 & 104	North Canopy	4,352	sf	22.00	95,744.00
3.	Power & Lighting - East Canopy	East Canopy	4,995	sf	17.00	84,915.00
4.	Power & Lighting - West Canopy	West Canopy	4,995	sf	17.00	84,915.00
5.	Power & Lighting - South Canopy / Storage 102	South Canopy	3,314	sf	26.50	87,821.00
6.	Power & Lighting - Restroom/Canopy (Includes Gear/Panels)	Restrooms	2,122	sf	68.00	144,296.00
7.	EG1 - 25' Pole	Site Electrical	4	ea	Included	Included
8.	EG1 - Fixtures	Site Electrical	12	ea	Included	Included
9.	EG2 - 14' Pole	Site Electrical	13	ea	Included	Included
10.	EG2 - Fixtures	Site Electrical	13	ea	Included	Included
11.	EG3 - 21" Bollard	Site Electrical	16	ea	Included	Included
12.	EG4 - Tree Uplight	Site Electrical	34	ea	Included	Included
13.	EG5 - Sculpture Uplight	Site Electrical	9	ea	Included	Included
14.	EG7 - Canopy / Column Uplight (In-ground)	Site Electrical	64	ea	Included	Included
15.	EG8 - 32" Bollard	Site Electrical	5	ea	Included	Included
16.	EG9 - Canopy / Column Uplight (in-ground)	Site Electrical	28	ea	Included	Included
17.	EP1 - Pole (28'-10")	Site Electrical	8	ea	Included	Included
18.	EP1 - Cable	Site Electrical	260	lf	Included	Included
19.	EP1 - Fixtures	Site Electrical	12	ea	Included	Included
20.	EP2 - Pole (22')	Site Electrical	10	ea	Included	Included
21.	EP2 - Cable	Site Electrical	216	lf	Included	Included
22.	EP2 - Fixtures	Site Electrical	50	ea	Included	Included
23.	ER1 - Canopy Downlight	Site Electrical	12	ea	Included	Included
24.	ER2 - Restroom / Storage Downlight	Site Electrical	20	ea	Included	Included
25.	ES1 - Flexible Tape Light	Site Electrical	930	lf	Included	Included
26.	ES2 - Suspended Downlight	Site Electrical	12	ea	Included	Included
27.	EW1 - Scone (Wall Mounted)	Site Electrical	6	ea	Included	Included
28.	EX3 - Lantern Uplight	Light totem	5	ea	Included	Included
29.	EX4 - Lantern Backlight (27' entire height of lantern)	Light totem	5	ea	Included	Included
30.	Fans @ Restrooms	Restrooms	3	ea	5,000.00	15,000.00
31.	Power to (2) future Kiosk	Restrooms	2	ea	5,000.00	10,000.00
32.	Power to EV Charging Station - 50' of Trench	Site Electrical	50	lf	300.00	15,000.00
33.	EV Charger - New Charger In Lieu of Reset Existing	Site Electrical	2	ea	15,000.00	30,000.00
34.	Power to Adult Changing Station	Site Electrical	1	ls	2,500.00	2,500.00
35.	Power to Christmas Tree	Site Electrical	1	ls	5,000.00	5,000.00
36.	HAWK Crossing	Site Electrical	1	pair	90,000.00	90,000.00
37.	HAWK Crossing - Pot holing, tree demo, signage relocate	Site Electrical	1	ls	15,000.00	15,000.00
38.	Light Totem - Fixtures/Power	Light totem	5	ea	32,000.00	160,000.00
39.	Outlet Allowance - Per City Request	Site Electrical	10	ea	1,000.00	10,000.00
40.	Textura	Site Electrical	2,102,826	%	0.22%	4,626.22
41.	Subcontract Bond	Sub Bond	2,107,452	%	1.00%	21,074.52
26 05	**Subtotal**					**2,128,526.74**
27 20	**Teleco and Data**					
1.	Telecommunications and Data - WiFi	Site Electrical			Excluded	Excluded
2.	Low Voltage/Access Control By Owner	Site Electrical			By Owner	By Owner
27 20	**Subtotal**					**0.00**
28 31	**Fire Detection & Alarm**					
1.	Fire Life Safety Systems			ls	In Elec.	In Elec.
28 31	**Subtotal**					**0.00**
01 21	**Special/Owner - Allowances**					
1.	Allowance - Design Contingency (will go to zero at GMP)	Allowance	18,600,962	%	1.50%	279,014.42
2.	Allowance - Mockup (A006, Canopies, Buildings, Landscaping)	Allowance	1	ls	76,000.00	76,000.00
3.	Reduce South Canopy Scope/Cost	Allowance			N/A	N/A
01 21	**Subtotal**					**355,014.42**

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COST BREAKDOWN

Dr. A.J. Chandler Park - 90% GMP - Final

Est. Date: 11/12/2025

Item #	Division - Description/Scope Of Work	Refer.	Estimate Qty.	U/M	Unit Price	TOTALS
	COSTS OF WORK TOTALS:					**13,843,893.01**
1.	GENERAL CONDITIONS (14 MONTHS)					1,777,625.61
2.	CM@RISK'S FEE (7.5%)					1,171,613.90
3.	BONDS (PAYMENT & PERFORMANCE)					167,931.33
4.	INSURANCE (GEN. LIABILITY & BUILDER RISK)					237,454.89
5.	SALES TAX (CHANDLER, AZ - 5.0700%)					871,964.90
6.	CONTRACTORS CONTINGENCY (3.5%)					632,466.93
7.	OWNERS CONTINGENCY (4.5%)					813,171.76
8.	TOTAL VE DEDUCTS (RED LIST BELOW)					(1,535,165.96)
	TOTAL:					**17,980,956.36**

Summary Cost by Major Work Type	Loaded Cost
General Requirements	423,049
Demolition	244,256
Earthwork	413,349
SWPPP	208,849
Paving & Striping	13,510
Landscaping	2,602,579
Wet Utilities	581,209
Restroom	1,275,014
Site Concrete	1,880,346
Pavers	878,377
West Canopy	1,475,743
East Canopy	1,479,206
South Canopy (With Building)	850,294
North Canopy (With Building)	1,167,898
Site Furnishings	1,275,327
Signage	66,623
Site Electrical	1,859,746
Light Totem	569,291
Allowance - Design Contingency	364,199
Allowance - Mockups	223,860
Sub Bonds	217,761
Contractor's Contingency 3.5%	632,467
Owners Contingency 4.5%	813,172
Total VE Deducts (Red List Below)	(1,535,166)
	17,980,956

Deduct Alternates (Included Above)	Loaded Cost
Omit all tree spading. Includes tree demo ILO spade.	(56,020)
Omit 60" Box Tree	(15,182)
Reduce tree barriers from 161 to 60.	(35,660)
Change all 10 gal shrubs to 5 gal shrubs.	(58,845)
Omit scuppers and trench drains at northeast.	(19,207)
Area drain/catch basin in lieu of radius ACO drain at turf steps	Excluded
Reduce 25% of AESS scope. Pending design clarification	(33,958)
Omit all Swale Bridges. Add sidewalks and culverts.	(186,656)
Remove 6" ABC below Vehicular Concrete at Pavers (1-12)	(31,188)
Change (48) Euculiptis trees from 36" box to 24" box	(37,284)
Site Concrete Reduction	(23,538)
Delete Waterproofing at Buildings and Site Walls	(59,604)
Site Furnishings Omit Tree Planters and Pots (5-25, 5-26, & 5-27)	(57,962)
Delete (2) Drinking Fountains	(28,246)
Metal Panel Patern - 25% Open	Excluded
Lighting Reduction - Replace EG1 with EG3 Bollards & Delete 28 EG4 Lights	(150,938)
Wood T&G In Lieu of Metal Panel at E/W Canopy - Includes Solid Panels at Gable Ends and Added Support Framing/Flashing	(634,603)
Reduce Sub Bonds	(106,275)
	(1,535,166)

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Dr AJ Chandler Park

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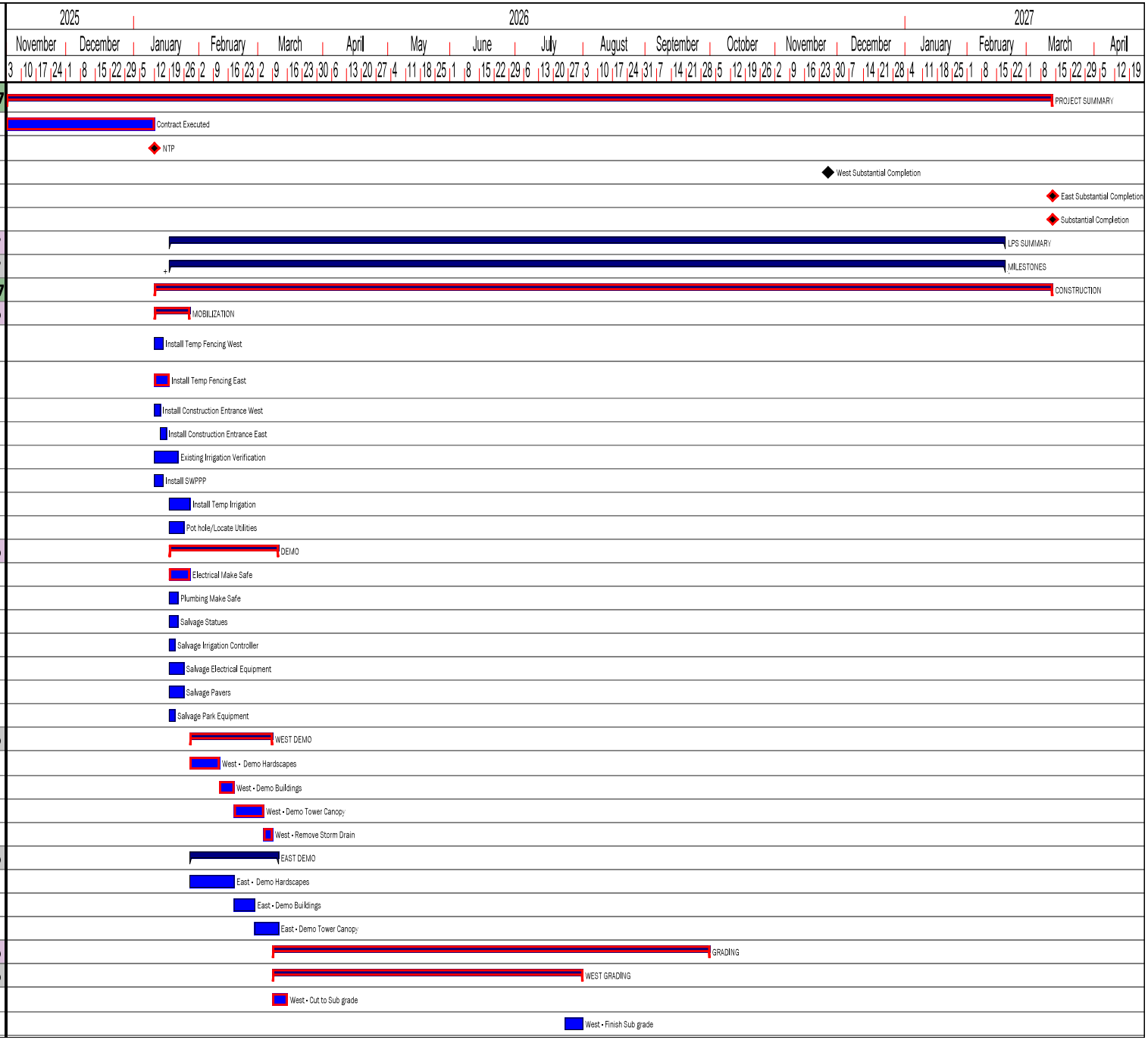
Line	Activity ID	Name	Duration	Start	Finish
1	1	**PROJECT SUMMARY**	**339d**	**11/03/25**	**03/12/27**
2	6	Contract Executed	43d	11/03/25	01/09/26
3	2	NTP		01/12/26	01/12/26
4	5	West Substantial Completion		11/25/26	11/25/26
5	4	East Substantial Completion		03/12/27	03/12/27
6	3	Substantial Completion		03/12/27	03/12/27
7	1800	**LPS SUMMARY**	**275d**	**01/19/26**	**02/18/27**
8	0013	**MILESTONES**	**275d**	**01/19/26**	**02/18/27**
9	7	**CONSTRUCTION**	**296d**	**01/12/26**	**03/11/27**
10	8	**MOBILIZATION**	**12d**	**01/12/26**	**01/27/26**
11	14	Install Temp Fencing West	3d	01/12/26	01/14/26
12	11	Install Temp Fencing East	5d	01/12/26	01/16/26
13	15	Install Construction Entrance West	2d	01/12/26	01/13/26
14	10	Install Construction Entrance East	2d	01/14/26	01/15/26
15	17	Existing Irrigation Verification	8d	01/12/26	01/21/26
16	16	Install SWPPP	3d	01/12/26	01/14/26
17	12	Install Temp Irrigation	7d	01/19/26	01/27/26
18	13	Pot hole/Locate Utilities	5d	01/19/26	01/23/26
19	18	**DEMO**	**37d**	**01/19/26**	**03/10/26**
20	19	Electrical Make Safe	7d	01/19/26	01/27/26
21	20	Plumbing Make Safe	3d	01/19/26	01/21/26
22	21	Salvage Statues	3d	01/19/26	01/21/26
23	22	Salvage Irrigation Controller	2d	01/19/26	01/20/26
24	23	Salvage Electrical Equipment	5d	01/19/26	01/23/26
25	24	Salvage Pavers	5d	01/19/26	01/23/26
26	25	Salvage Park Equipment	2d	01/19/26	01/20/26
27	26	**WEST DEMO**	**28d**	**01/28/26**	**03/06/26**
28	27	West - Demo Hardscapes	10d	01/28/26	02/10/26
29	28	West - Demo Buildings	5d	02/11/26	02/17/26
30	29	West - Demo Tower Canopy	10d	02/18/26	03/03/26
31	30	West - Remove Storm Drain	3d	03/04/26	03/06/26
32	31	**EAST DEMO**	**30d**	**01/28/26**	**03/10/26**
33	32	East - Demo Hardscapes	15d	01/28/26	02/17/26
34	33	East - Demo Buildings	7d	02/18/26	02/26/26
35	34	East - Demo Tower Canopy	8d	02/27/26	03/10/26
36	35	**GRADING**	**145d**	**03/09/26**	**09/30/26**
37	36	**WEST GRADING**	**103d**	**03/09/26**	**07/31/26**
38	37	West - Cut to Sub grade	5d	03/09/26	03/13/26
39	38	West - Finish Sub grade	6d	07/24/26	07/31/26



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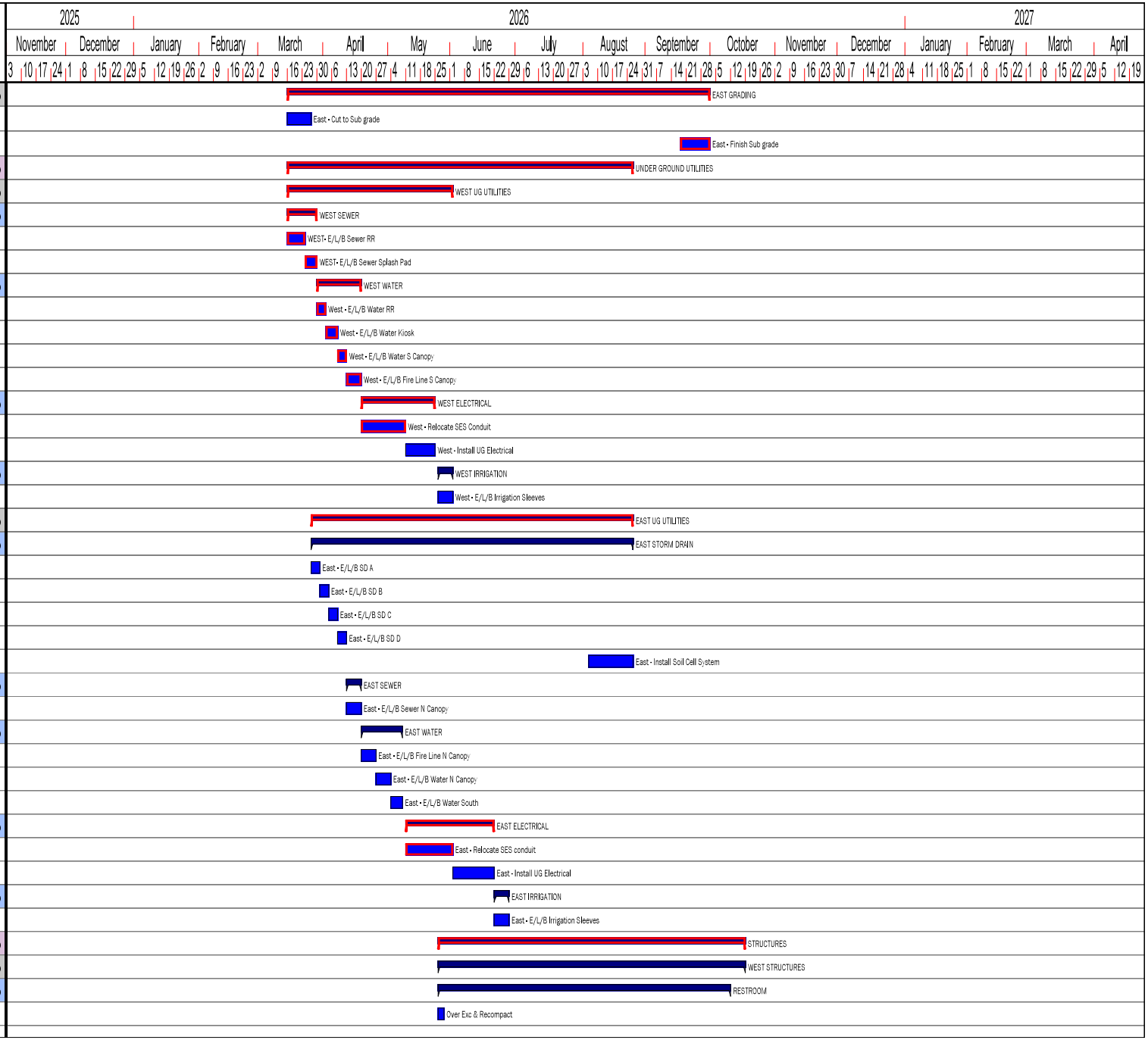
Dr AJ Chandler Park

CHANDLER arizona

Line	Activity ID	Name	Duration	Start	Finish
40	39	**EAST GRADING**	**140d**	**03/16/26**	**09/30/26**
41	41	East - Cut to Sub grade	8d	03/16/26	03/25/26
42	40	East - Finish Sub grade	10d	09/17/26	09/30/26
43	42	**UNDER GROUND UTILITIES**	**115d**	**03/16/26**	**08/25/26**
44	43	**WEST UG UTILITIES**	**55d**	**03/16/26**	**06/01/26**
45	44	**WEST SEWER**	**10d**	**03/16/26**	**03/27/26**
46	45	WEST- E/L/B Sewer RR	6d	03/16/26	03/23/26
47	46	WEST- E/L/B Sewer Splash Pad	4d	03/24/26	03/27/26
48	47	**WEST WATER**	**15d**	**03/30/26**	**04/17/26**
49	48	West - E/L/B Water RR	3d	03/30/26	04/01/26
50	49	West - E/L/B Water Kiosk	4d	04/02/26	04/07/26
51	50	West - E/L/B Water S Canopy	3d	04/08/26	04/10/26
52	51	West - E/L/B Fire Line S Canopy	5d	04/13/26	04/17/26
53	52	**WEST ELECTRICAL**	**25d**	**04/20/26**	**05/22/26**
54	53	West - Relocate SES Conduit	15d	04/20/26	05/08/26
55	54	West - Install UG Electrical	10d	05/11/26	05/22/26
56	55	**WEST IRRIGATION**	**5d**	**05/26/26**	**06/01/26**
57	56	West - E/L/B Irrigation Sleeves	5d	05/26/26	06/01/26
58	57	**EAST UG UTILITIES**	**107d**	**03/26/26**	**08/25/26**
59	58	**EAST STORM DRAIN**	**107d**	**03/26/26**	**08/25/26**
60	59	East - E/L/B SD A	3d	03/26/26	03/30/26
61	61	East - E/L/B SD B	3d	03/31/26	04/02/26
62	62	East - E/L/B SD C	3d	04/03/26	04/07/26
63	63	East - E/L/B SD D	3d	04/08/26	04/10/26
64	60	East - Install Soil Cell System	15d	08/05/26	08/25/26
65	64	**EAST SEWER**	**5d**	**04/13/26**	**04/17/26**
66	65	East - E/L/B Sewer N Canopy	5d	04/13/26	04/17/26
67	66	**EAST WATER**	**14d**	**04/20/26**	**05/07/26**
68	67	East - E/L/B Fire Line N Canopy	5d	04/20/26	04/24/26
69	68	East - E/L/B Water N Canopy	5d	04/27/26	05/01/26
70	69	East - E/L/B Water South	4d	05/04/26	05/07/26
71	70	**EAST ELECTRICAL**	**29d**	**05/11/26**	**06/19/26**
72	71	East - Relocate SES conduit	15d	05/11/26	06/01/26
73	72	East - Install UG Electrical	14d	06/02/26	06/19/26
74	73	**EAST IRRIGATION**	**5d**	**06/22/26**	**06/26/26**
75	74	East - E/L/B Irrigation Sleeves	5d	06/22/26	06/26/26
76	75	**STRUCTURES**	**102d**	**05/26/26**	**10/16/26**
77	76	**WEST STRUCTURES**	**102d**	**05/26/26**	**10/16/26**
78	77	**RESTROOM**	**97d**	**05/26/26**	**10/09/26**
79	78	Over Exc & Recompact	2d	05/26/26	05/27/26



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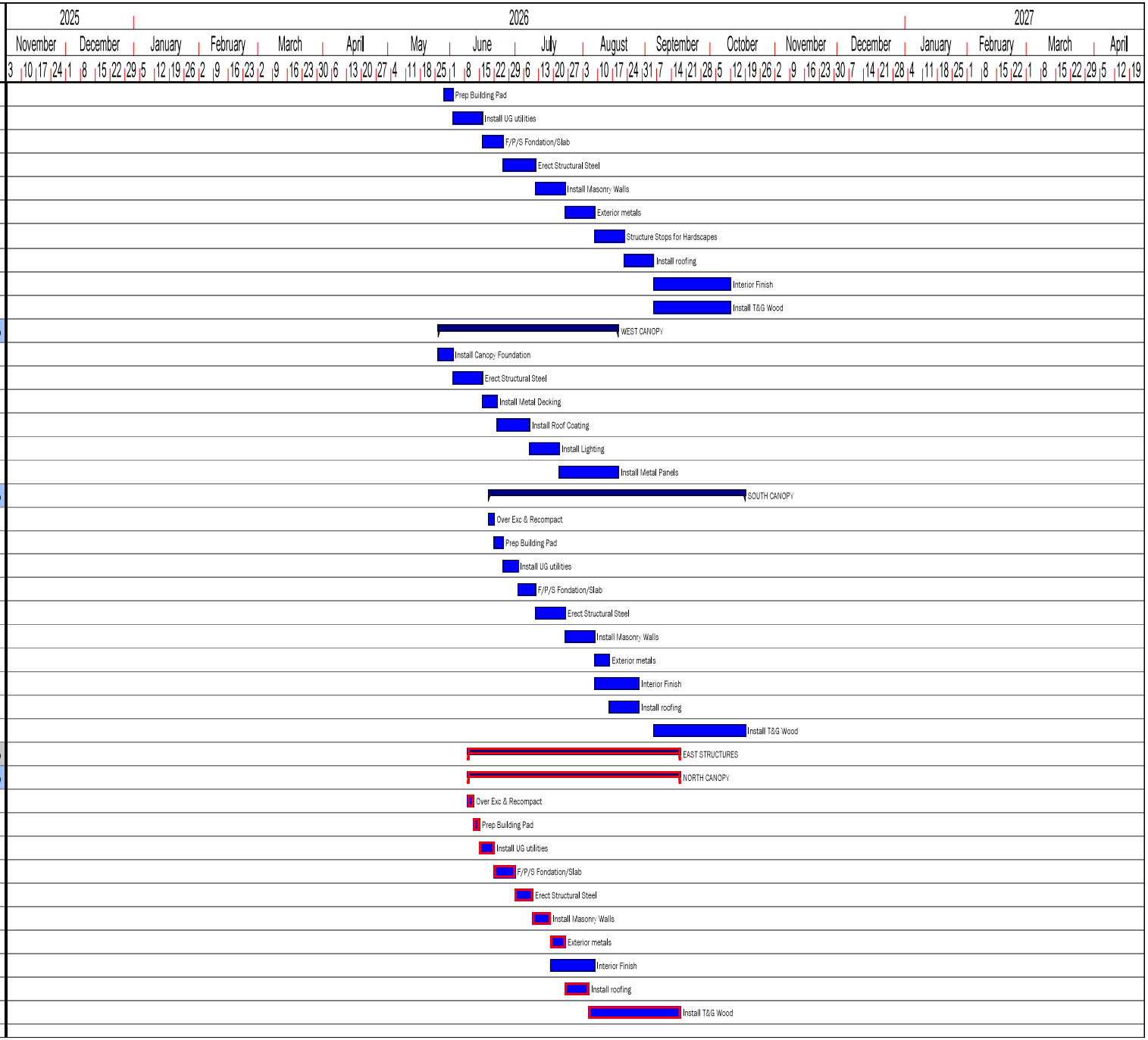
Dr AJ Chandler Park

Line	Activity ID	Name	Duration	Start	Finish
80	79	Prep Building Pad	3d	05/28/26	06/01/26
81	80	Install UG utilities	10d	06/02/26	06/15/26
82	81	F/P/S Fondation/Slab	7d	06/16/26	06/24/26
83	82	Erect Structural Steel	10d	06/25/26	07/09/26
84	83	Install Masonry Walls	10d	07/10/26	07/23/26
85	84	Exterior metals	10d	07/24/26	08/06/26
86	0093	Structure Stops for Hardscapes	10d	08/07/26	08/20/26
87	86	Install roofing	10d	08/21/26	09/03/26
88	85	Interior Finish	25d	09/04/26	10/09/26
89	87	Install T&G Wood	25d	09/04/26	10/09/26
90	**88**	**WEST CANOPY**	**60d**	**05/26/26**	**08/18/26**
91	89	Install Canopy Foundation	5d	05/26/26	06/01/26
92	90	Erect Structural Steel	10d	06/02/26	06/15/26
93	91	Install Metal Decking	5d	06/16/26	06/22/26
94	92	Install Roof Coating	10d	06/23/26	07/07/26
95	93	Install Lighting	10d	07/08/26	07/21/26
96	94	Install Metal Panels	20d	07/22/26	08/18/26
97	**95**	**SOUTH CANOPY**	**85d**	**06/18/26**	**10/16/26**
98	96	Over Exc & Recompact	2d	06/18/26	06/19/26
99	97	Prep Building Pad	3d	06/22/26	06/24/26
100	98	Install UG utilities	5d	06/25/26	07/01/26
101	99	F/P/S Fondation/Slab	5d	07/02/26	07/09/26
102	100	Erect Structural Steel	10d	07/10/26	07/23/26
103	101	Install Masonry Walls	10d	07/24/26	08/06/26
104	102	Exterior metals	5d	08/07/26	08/13/26
105	103	Interior Finish	15d	08/07/26	08/27/26
106	104	Install roofing	10d	08/14/26	08/27/26
107	105	Install T&G Wood	30d	09/04/26	10/16/26
108	**106**	**EAST STRUCTURES**	**70d**	**06/09/26**	**09/16/26**
109	**107**	**NORTH CANOPY**	**70d**	**06/09/26**	**09/16/26**
110	108	Over Exc & Recompact	2d	06/09/26	06/10/26
111	109	Prep Building Pad	2d	06/11/26	06/12/26
112	110	Install UG utilities	5d	06/15/26	06/19/26
113	111	F/P/S Fondation/Slab	7d	06/22/26	06/30/26
114	112	Erect Structural Steel	5d	07/01/26	07/08/26
115	113	Install Masonry Walls	6d	07/09/26	07/16/26
116	114	Exterior metals	5d	07/17/26	07/23/26
117	115	Interior Finish	15d	07/17/26	08/06/26
118	116	Install roofing	8d	07/24/26	08/04/26
119	117	Install T&G Wood	30d	08/05/26	09/16/26



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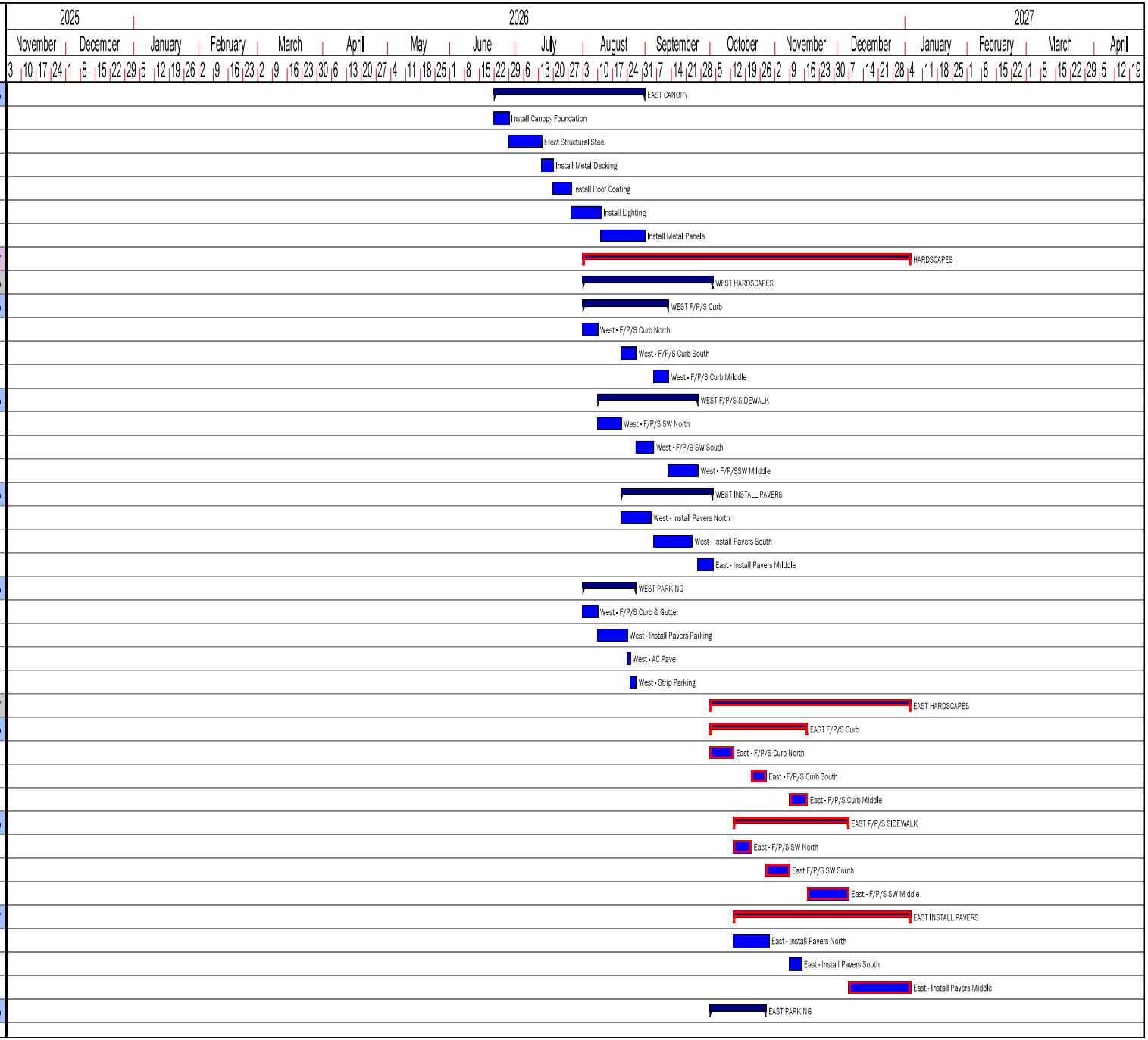
Dr AJ Chandler Park

CHANDLER arizona

Line	Activity ID	Name	Duration	Start	Finish
120	118	**EAST CANOPY**	**50d**	**06/22/26**	**08/31/26**
121	119	Install Canopy Foundation	5d	06/22/26	06/26/26
122	120	Erect Structural Steel	10d	06/29/26	07/13/26
123	121	Install Metal Decking	4d	07/14/26	07/17/26
124	122	Install Roof Coating	6d	07/20/26	07/27/26
125	123	Install Lighting	10d	07/28/26	08/10/26
126	124	Install Metal Panels	15d	08/11/26	08/31/26
127	125	**HARDSCAPES**	**105d**	**08/03/26**	**01/04/27**
128	126	**WEST HARDSCAPES**	**43d**	**08/03/26**	**10/01/26**
129	127	**WEST F/P/S Curb**	**28d**	**08/03/26**	**09/10/26**
130	128	West - F/P/S Curb North	5d	08/03/26	08/07/26
131	129	West - F/P/S Curb South	5d	08/20/26	08/26/26
132	130	West - F/P/S Curb Milddle	4d	09/04/26	09/10/26
133	131	**WEST F/P/S SIDEWALK**	**33d**	**08/10/26**	**09/24/26**
134	132	West - F/P/S SW North	8d	08/10/26	08/19/26
135	133	West - F/P/S SW South	6d	08/27/26	09/03/26
136	134	West - F/P/SSW Milddle	10d	09/11/26	09/24/26
137	135	**WEST INSTALL PAVERS**	**30d**	**08/20/26**	**10/01/26**
138	136	West - Install Pavers North	10d	08/20/26	09/02/26
139	137	West - Install Pavers South	12d	09/04/26	09/22/26
140	138	West - Install Pavers Milddle	5d	09/25/26	10/01/26
141	139	**WEST PARKING**	**18d**	**08/03/26**	**08/26/26**
142	141	West - F/P/S Curb & Gutter	5d	08/03/26	08/07/26
143	140	West - Install Pavers Parking	10d	08/10/26	08/21/26
144	143	West - AC Pave	1d	08/24/26	08/24/26
145	142	West - Strip Parking	2d	08/25/26	08/26/26
146	147	**EAST HARDSCAPES**	**63d**	**10/01/26**	**01/04/27**
147	148	**EAST F/P/S Curb**	**33d**	**10/01/26**	**11/16/26**
148	150	East - F/P/S Curb North	8d	10/01/26	10/12/26
149	149	East - F/P/S Curb South	5d	10/21/26	10/27/26
150	151	East - F/P/S Curb Middle	6d	11/09/26	11/16/26
151	152	**EAST F/P/S SIDEWALK**	**37d**	**10/13/26**	**12/04/26**
152	153	East - F/P/S SW North	6d	10/13/26	10/20/26
153	154	East F/P/S SW South	8d	10/28/26	11/06/26
154	155	East - F/P/S SW Middle	12d	11/17/26	12/04/26
155	156	**EAST INSTALL PAVERS**	**55d**	**10/13/26**	**01/04/27**
156	159	East - Install Pavers North	12d	10/13/26	10/28/26
157	157	East - Install Pavers South	4d	11/09/26	11/12/26
158	158	East - Install Pavers Middle	18d	12/07/26	01/04/27
159	160	**EAST PARKING**	**19d**	**10/01/26**	**10/27/26**



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Dr AJ Chandler Park

Line	Activity ID	Name	Duration	Start	Finish
160	163	East - F/P/S Curb & Gutter	5d	10/01/26	10/07/26
161	162	East - Install Pavers Parking	10d	10/08/26	10/21/26
162	164	East - AC Pave	2d	10/22/26	10/23/26
163	161	East - Strip Parking	2d	10/26/26	10/27/26
164	**168**	**LANDSCAPE**	**137d**	**08/03/26**	**02/17/27**
165	**169**	**WEST LANDSCAPES**	**63d**	**08/03/26**	**10/29/26**
166	172	West - Install Structural Soils	7d	08/03/26	08/11/26
167	170	West -Install Irrigation Main	10d	09/25/26	10/08/26
168	173	West - Amend Soil Planting Areas	12d	10/02/26	10/19/26
169	171	West - Install Irrigation Controller	3d	10/09/26	10/13/26
170	0172	West - Install Turf	10d	10/09/26	10/22/26
171	176	West - Install Tress	4d	10/20/26	10/23/26
172	174	West - Install Shrubs	3d	10/20/26	10/22/26
173	175	West - Install Drainage Rock	3d	10/20/26	10/22/26
174	177	West - Place DG	4d	10/26/26	10/29/26
175	**178**	**EAST LANDCAPES**	**95d**	**10/01/26**	**02/17/27**
176	180	East - Install Structural Soils	9d	10/01/26	10/13/26
177	179	East - Install Irrigation Main	8d	12/07/26	12/16/26
178	185	East - Install Irrigation Controller	3d	12/17/26	12/21/26
179	186	East- Amend Soil Planting Areas	16d	01/05/27	01/26/27
180	0196	East - Install Turff	15d	12/17/26	01/11/27
181	184	East - Install Tress	6d	01/27/27	02/03/27
182	182	East - Install Shrubs	8d	01/27/27	02/05/27
183	183	East - Install Drainage Rock	6d	01/27/27	02/03/27
184	181	East - Place DG	8d	02/08/27	02/17/27
185	**0178**	**AMENITIES**	**88d**	**10/30/26**	**03/09/27**
186	**144**	**WEST AMENITIES**	**17d**	**10/30/26**	**11/23/26**
187	146	West - Clean Sidewalks	5d	10/30/26	11/05/26
188	145	West - Install Site Amenities	12d	11/06/26	11/23/26
189	**165**	**EAST AMENITIES**	**14d**	**02/18/27**	**03/09/27**
190	166	East - Clean Sidewalks	6d	02/18/27	02/25/27
191	167	East - Install Site Amenities	8d	02/26/27	03/09/27
192	**187**	**FINAL INSPECTIONS**	**141d**	**08/19/26**	**03/11/27**
193	189	West Canopy Final Inspection	2d	08/19/26	08/20/26
194	191	Restroom Final Inspection	2d	10/12/26	10/13/26
195	192	South Canopy Final Inspection	2d	10/19/26	10/20/26
196	190	East Canopy Final Inspection	2d	09/01/26	09/02/26
197	193	North Canopy Final Inspection	2d	09/17/26	09/18/26
198	188	West Site Final Inspection	2d	11/24/26	11/25/26
199	194	East Site Inspection	2d	03/10/27	03/11/27

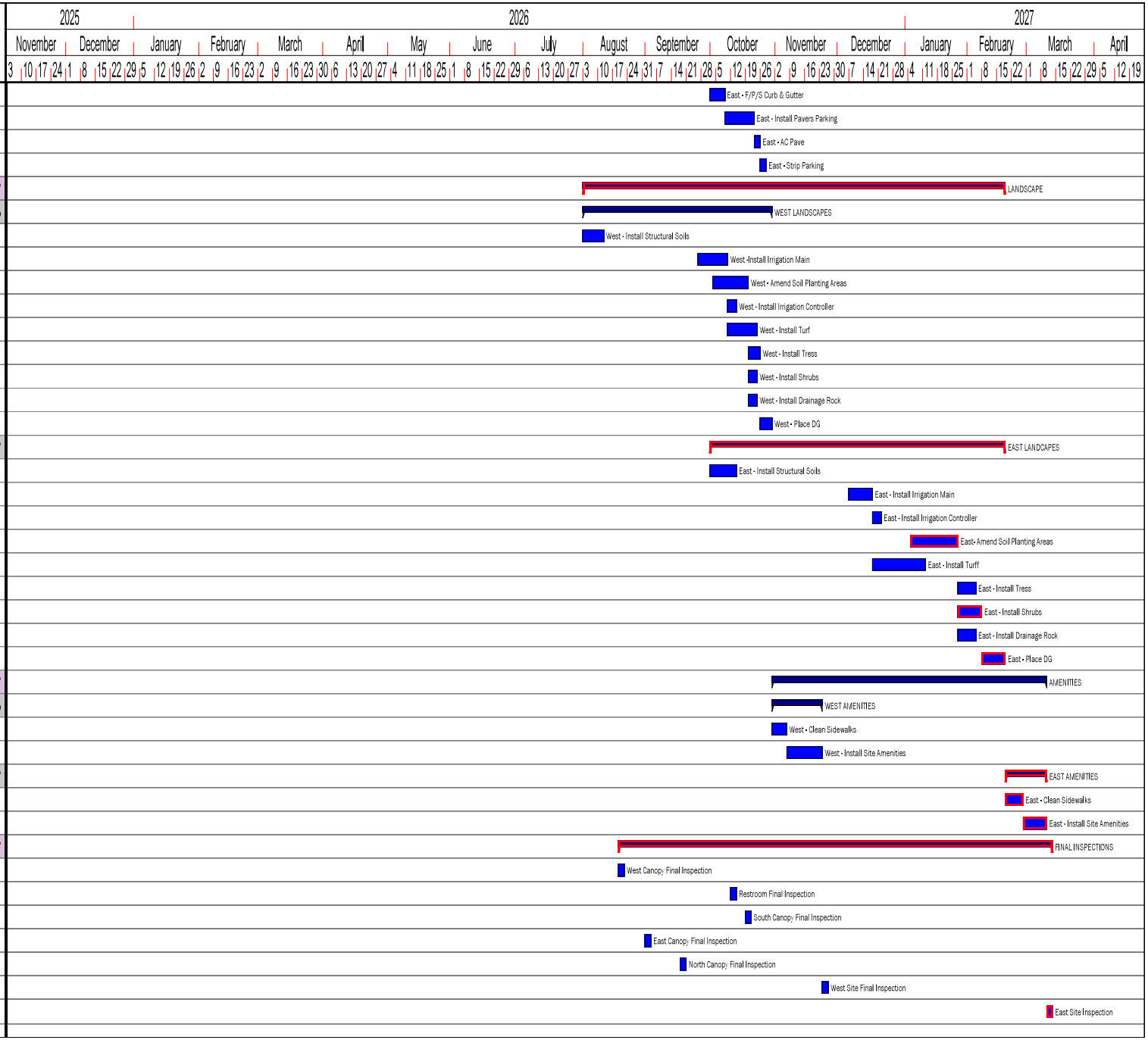

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EXHIBIT E

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

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

SUBCONTRACTOR'S LIST FORM

If CM@Risk intends to subcontract any portion of this Agreement, the CM@Risk must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include the form with the bid submittal documents. CM@Risk may make multiple copies of this form as needed.

Company Name:	Dickens Demolition
Contact Name:	Corey Kotrys
Contact Email:	ckotrys@dickensquality.com
Contact Phone:	602-686-0190
Work Component:	$159,980.00
Percentage of Total Work Performed:	0.89%

Company Name:	Spartan Site/CIP Concrete & Pavers
Contact Name:	Matt Sheets
Contact Email:	matt@spartanconcrete.com
Contact Phone:	602-358-4727
Work Component:	$2,339,114.50
Percentage of Total Work Performed:	13.01%

Company Name:	Siteworks Landscaping
Contact Name:	Cole Malham
Contact Email:	colemalham@siteworks.net
Contact Phone:	480-773-5267
Work Component:	$1,612,539.00
Percentage of Total Work Performed:	8.97%

Company Name:	5 Guys Roofing
Contact Name:	Jesse Stowell
Contact Email:	jesse@fiveguysroofing.com
Contact Phone:	480-203-4011
Work Component:	$168,655.00
Percentage of Total Work Performed:	0.94%

Company Name:	Castle Steel
Contact Name:	Russ Trojan
Contact Email:	rtrojan@castlesteelinc.com
Contact Phone:	602-243-2766
Work Component:	$1,713,177.00
Percentage of Total Work Performed:	9.53%

Company Name:	Hawkeye Electric
Contact Name:	Pat Tilton
Contact Email:	pat@hawkeyeelectric.com
Contact Phone:	602-574-2977
Work Component:	$1,710,500.00
Percentage of Total Work Performed:	9.51%

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EXHIBIT F

GIS / GPS DATA DELIVERY REQUIREMENTS

N/A

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EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

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

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DQD
DEMOLITION

Proposal

Date: October 8, 2025
Attention: Willmeng – Sam Dul
Project: Dr. AJ Chandler Park 90% GMP
DQD will provide labor and all necessary equipment to accommodate the following:

- **Demolition and the removal of:** curbs, sidewalks, stairs, canopies, buildings, seat walls, trench drains, site/retaining walls, signage, fountains/piping, sump structure, fencing, light poles/bases, bollards, planter pots, statues, junction boxes, and trees noted to demo on landscape. This bid includes an asbestos survey, NESHAP, necessary equipment, hauling, labor and supervision. This job will be performed This job will be performed Monday through Friday during the hours necessary to meet your schedule **Please see items not included.**

- **Items not included:** taxes, bonds, permits, water supply, PAVERS, engineered demo plans, temp fence, traffic control, layout, X-ray/GPR, striping obliteration, hazardous materials, MP&E cutting/capping, and utility abandonments.

The above project will be completed in an efficient and professional manner for the sum of: $159,980.00

Alternate:
Salvage Pavers: Add $35,000.00
Demo Pavers: Add $30,000.00

Pricing will remain in effect for **30 (thirty)** days from the above date. DQD assumes all salvage rights on the above project. Due to the current federal laws and regulations, the above project cannot, and will not proceed without a proper hazardous materials survey on file at the office of DQD. If the above project involves any structural removal, a ten-day NESHAP notification must be filed with the county. DQD will be happy to assist the General Contractor/Building Owner in any way possible to help expedite necessary testing or notification requirements.
This proposal is based on 1 mobilization. Additional phases will be charged at $2,500.00 each.
Any alterations or deviations from the specified scope of work will be completed upon written consent from authorized personnel. This proposal shall become part of the contract document and by signing you agree to all conditions listed within.

Craig Kotrys – 602-686-0190

Accepted by:

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DQD DEMOLITION

1111 N. 19th Avenue, Phoenix, Arizona 85009 (602) 258-8088 Fax (602) 258-8139
www.dickensquality.com
ROC 123622

Additional scope dollars carried for:
- Make safe prior to demo
- Soft dig to locate all utilities
- Locater Utility plan
- Tree demo cost due to no salvage
- Traffic Control

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SiteWorks

2915 W. Fairview Street
Chandler, Arizona 85224
P: 480-820-1600
F: 480-820-1606

To:	Willmeng Construction	**Contact:**	Sam Dul
Address:	Phoenix, AZ	**Phone:**	
		Fax:	
Project Name:	DR AJ Chandler Park - 90%	**Bid Number:**	10/8/2025
Project Location:	Arizona Avenue, Chandler, AZ	**Bid Date:**	10/8/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01-Irrigation						
	001	Backflow	1.00	EACH	$5,959.00	$5,959.00
	001.5	Hand Digging At Existing Trees New Irrigation For Existing Trees	1.00	LS	$6,234.00	$6,234.00
	002	Mainline Sleeves	2,600.00	LF	$5.70	$14,820.00
	003	Mainline Pipe	1,600.00	LF	$5.10	$8,160.00
	004	Master Valves	2.00	EACH	$2,233.00	$4,466.00
	005	Air Relief Valve	1.00	EACH	$1,431.00	$1,431.00
	006	Gate Valve-2"	3.00	EACH	$407.00	$1,221.00
	007	Drip RCV 1" Called Out IVM Solenoid Not Compatible With Baseline Controller	24.00	EACH	$1,058.00	$25,392.00
	008	Turf RCV-1"	15.00	EACH	$711.00	$10,665.00
	009	Lateral Pipe Drip	7,020.00	LF	$2.40	$16,848.00
	010	Lateral Pipe Turf	1,660.00	LF	$3.00	$4,980.00
	011	Controller Wire	3,200.00	LF	$0.44	$1,408.00
	012	Emitters-Multi	1,050.00	EACH	$26.50	$27,825.00
	013	Emitters-Pots	75.00	EACH	$13.00	$975.00
	014	Medium Rotor	19.00	EACH	$90.00	$1,710.00
	015	Spray Heads	131.00	EACH	$39.00	$5,109.00
	016	Flush Valve	41.00	EACH	$65.00	$2,665.00
	017	Mainline Stub-Out	5.00	EACH	$283.00	$1,415.00
	018	Controllers **Need More Specs/Details For Controller, Bid Reflects Assumptions Of What Is Needed**	2.00	EACH	$14,423.00	$28,846.00
	019	Grounding Rod	12.00	EACH	$368.00	$4,416.00
			Total Price for above 01-Irrigation Items:			**$174,545.00**
02-Grading						
	020	Fine Grading	1.00	LS	$17,308.00	$17,308.00
			Total Price for above 02-Grading Items:			**$17,308.00**
03-Dust Control						
	021	Dust Control	60.00	DY	$694.00	$41,640.00

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				Total Price for above 03-Dust Control Items:	**$41,640.00**

04-Plant Materials

022	Root Barriers	264.00	EACH	$131.00	$34,584.00
023	60"-Trees (Specimen Tree)	1.00	EACH	$12,900.00	$12,900.00
024	48"-Trees NOTE: 48" Box Alba Fruitless Not Available In 48" Box At Time Of Bid, Assumes Historical 48" Box Pricing	58.00	EACH	$2,640.00	$153,120.00
025	36"-Trees	88.00	EACH	$989.00	$87,032.00
026	24"-Trees	13.00	EACH	$340.00	$4,420.00
027	15g Accents	78.00	EACH	$196.00	$15,288.00
028	05g-Accents	78.00	EACH	$52.50	$4,095.00
029	10g-Shrubs Priced As Allowance Only, Not Available At Time Of Bid.	323.00	EACH	$193.00	$62,339.00
030	05g-Shrubs	1,439.00	EACH	$32.00	$46,048.00
				Total Price for above 04-Plant Materials Items:	**$419,826.00**

05-Inerts

031	1-01 1/2" (Screened) Express Gold @ 2" Depth	13,365.00	SF	$1.30	$17,374.50
032	1-02 1/4" (Minus) Express Gold Stabilized @ 2" Depth W/ 4" ABC	905.00	SF	$5.60	$5,068.00
033	1-03 Swale Rock 6-8" Express Gold @ 4" Depth	3,330.00	SF	$3.20	$10,656.00
034	1-04 Swale Rock 3" (Minus) Express Gold @ 3" Depth Not Available At Time Of Bid	3,955.00	SF	$1.90	$7,514.50
				Total Price for above 05-Inerts Items:	**$40,613.00**

06-Artificial Turf

035	1-19 Artificial Turf	1,900.00	SF	$18.00	$34,200.00
036	1-20 Artificial Turf @ Play Mound	246.00	SF	$18.00	$4,428.00
037	1-21 Artificial Turf @ Fall Surface	525.00	SF	$18.00	$9,450.00
				Total Price for above 06-Artificial Turf Items:	**$48,078.00**

07-Flagstone

038	1-22 Flagstone W/ DG Jointing	350.00	SF	$95.00	$33,250.00
039	1-22 Flagstone W/ Stabilized Aggregate Jointing	120.00	SF	$98.00	$11,760.00
040	1-22 Flagstone In Concrete **NOTE: Siteworks To Provide Flagstone To Be Installed By Others**	30.00	SF	$20.00	$600.00
				Total Price for above 07-Flagstone Items:	**$45,610.00**

08-Mow Curb

041	**EXCLUDED Curbing For 2-01, 2-02, 2-03**	0.00	LF	$0.00	$0.00
				Total Price for above 08-Mow Curb Items:	**$0.00**

10-Soil

043	8-02 Open Spaces Amended Soil @ 18" Depth **Excludes Excavation**	1,215.00	CY	$91.00	$110,565.00
044	8-03 CU Structural Soil Supply And Install	3,760.00	SF	$35.50	$133,480.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		Excludes Excavation				
				Total Price for above 10-Soil Items:		**$244,045.00**
11-Sod						
	045	8-04 Sod-Sand Based Tahoma 31 On 6" USGA Sand Bed Excludes Excavation Non-Overseeded	11,270.00	SF	$3.50	$39,445.00
				Total Price for above 11-Sod Items:		**$39,445.00**
12-Strata Vaults						
	046	8-05 **Strata Vault** Construction Includes: AB Subbase @ 4" Depth Under Strata Vault Base AB Subbase @ 4" Depth Above Strata Vault Base (**Sand Leveling Course By Paver Installer**) StrataVault Cell System (Excludes Invisigrate System, Not Specified Or Shown) Amended Lightweight Soil Infill @ 32" Depth **EXCLUDES:** **Excavation** **Sand Leveling Course** **NOTE: MFG's Website Recommends A Drainage System Tying Into City Storm Drain, Our Pricing Excludes This.** **NOTE: PER PLAN DETAIL USING STRATAVAULT SYSTEM! DETAIL AND MANUFACTURER CALLOUTS CONTRADICT**	1.00	LS	$277,400.00	$277,400.00
				Total Price for above 12-Strata Vaults Items:		**$277,400.00**
13-Grates						
	048	5-01 Jonite Tree Grates **NOTE: Frames Will Need To Be Installed By Concrete Sub At Time Of Pour.**	29.00	EACH	$1,391.00	$40,339.00
	049	3-03 Urban Accessories Tree Guard	13.00	EACH	$6,500.00	$84,500.00
				Total Price for above 13-Grates Items:		**$124,839.00**
14-Pottery						
	050	5-25 Landscape Forms Pots 36"	10.00	EACH	$2,222.00	$22,220.00
	051	5-26 Landscape Forms Pots 48"	2.00	EACH	$3,585.00	$7,170.00
	052	5-27/31 QCP Planters Included Below 1 Ea. QPEBBLE7-24 1 Ea. QPEBBLE2-36 2 Ea. QPEBBLE3-42 1 Ea. QPEBBLE5-56 5 Ea. QRCAL4848PLC	10.00	EACH	$3,480.00	$34,800.00
				Total Price for above 14-Pottery Items:		**$64,190.00**
15-Maintenance						
	053	90 Day Maintenance And 2 Year Warranty	1.00	LS	$75,000.00	$75,000.00
				Total Price for above 15-Maintenance Items:		**$75,000.00**
				Total Base Bid Price:		**$1,612,539.00**

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Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Alternate						
	054	P&P Bond - If Required (1.44%)	1.00	LS	$27,900.00	$27,900.00
	055	Textura Fees	1.00	LS	$4,000.00	$4,000.00
	500	8-05 **Soil Cell - URBAN FOREST** Construction Includes: **On Compacted Subgrade (By Others)** Drain Stone Backfill On Top @ 6" Depth (**Sand Leveling Course By Paver Installer**) Drain Backfill On Side @ 12" Depth Soil Cell System Per Ferguson/Urban Forest Amended Lightweight Soil Infill @ 32" Depth Root Barriers Drainage Per Tree In Area Per Detail Exhibit Filter Fabric **EXCLUDES:** **Excavation** **Sand Leveling Course** **Drainage Pipe Storm Drain Tie-in If Needed** **NOTE: PER FERGUSON SUPPLEMENTAL DETAIL REV DATE 10/2/25. INCLUDES ONLY "SYSTEM 1" AREA PER INSTRUCTION**	1.00	LS	$271,400.00	$271,400.00
				Total Price for above Items:		**$303,300.00**

Notes:

- All pricing/quantities per the "9/12/2025 - 90% Permit Submittal" Landscape Plans.
- This proposal excludes all pavers, hardscape, 18" drainage stone under permeable pavers, all excavation, site furnishings, electrical, all metals except for tree grates and tree guards (excludes canal grates).
- This proposal excludes all site furnishings, except for planter pots, tree grates and tree guards.
- SiteWorks will recieve the site, clean, free of construction debris and at required subgrade elevation, ready to receive topsoil or mulch layer. All other areas shall be received within 1/10' of finish grade.
- The jobsite shall be readily accessible to our construction equipment.
- This proposal is limited to the items clearly identified on this bid form. Any other specific items not identified herein should be deemed excluded.
- Electrical supply (120v) to the location and final hookup of the automatic irrigation controller to be furnished by others
- No removal, repair, replacement or protection of exsisting landscape or irrigation is included in this proposal.
- Removal of hard dig materials, (materials that requires larger than a 40hp trencher or rubber tired backhoe) is not included in this proposal. Such material, if encountered shall be removed and charged for on a T & M basis.
- All harscape elements to be installed by others.
- No import, export or translocation of soil is included in this proposal. All planting excavation to be spread onsite.
- No water meter or water meter fees are included in this proposal.
- This proposal is based on all work being performed in one continuous move. Any additional moves may require an additional mobilization fee.
- All permits, sales taxes and fees are excluded from the scope of this proposal.
- Siteworks will have access to the site prior to paving or wall construction to allow for the installation of sleeves. No cutting or patching of concrete or asphalt paving is included. No boring, jacking or jetting under pavements is included.
- Traffic and pedestrian control measures, if required are to be set up and maintained by others.
- SiteWorks is not responsible for underground utilities not buried to specific depth or clearly marked.
- All costs for water during construction and throughout the maintenance period are excluded.
- All work under this proposal to be performed during regular working hours.
- Material pricing good for 90 days. Any material cost increases between now and actual start of landscape to be passed onto owner without markup.

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Additional scope dollars carried for:
•Tree PIP Mods or Maintenance
•Strata Vault coordination with utilities or other site conditions if needed
•Extra mobilizations
•Sleeving/boring under pavements where early access isn't possible.
•Coordination with concrete and other site trades
•Plant availability changes, substitutions, or price escalation.
•Additional staking, guying, and plant protection if needed
•Access limitations requiring re-grading or alternate routes.

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

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

CASTLE STEEL INC.

3828 N. 35th Ave. Phoenix, Az. 85017 (602) 243-2766

R.O.C. # 203912
City of Phx. Approved Fabricator
Maricopa Cnty Dust Reg. # SC0800100

Attention: Estimating
Company: Willmeng Construction
RE: Dr. AJ Chandler Park
Date: 10/8/2025 REVISED 10.10.25

Allow us to tender our quotation on this project, subject to the following Inclusions, Exclusions, Terms and Conditions:

Scope of Work

We propose to furnish the following labor and equipment to fabricate and erect the following in accordance with issued drawings: No specifications, except as may be noted below in our Inclusions, Exclusions and Terms and Conditions.

We Acknowledge Addenda (0)

This offering includes the following: ***Quote No. 2837*** ***REVISED 10.10.25***

1. Columns Excluding caissons (F.O.B. ONLY)
2. Wide flange and HSS beams
3. Ledger
4. Deck
5. Trusses
6. Louvers
7. Wall cap plates (F.O.B. ONLY)
8. Wire mesh framed doors and partitions
9. Roof frames at drains (4 total)
10. Galvanized swale bridge 5/LS503 (7 total)
11. Powder coated garden fence 6/LS503
12. Trench grate 5/LS504 (4 total, F.O.B. ONLY)
13. Lantern column 2/A804 (5 total, F.O.B. ONLY)
14. One coat of standard shop primer
15. Detailing
16. FOB Castle Steel, Inc. with freight allowed to the jobsite

Clarifications:

1. The design team is fully responsible for any errors, omissions, conflicts, violations and improper use of material, if shown on bid documents. Castle Steel, Inc has prepared this quotation based on measured quantities as specifically shown on the drawings. If during the preparation of shop drawings we discover errors, omissions or conflicts that affect pricing. Castle Steel, Inc will immediately submit change orders relating to such incurred costs.
2. Castle Steel will not accept any penalties in any type or form due to impedances in schedule related to unapproved change orders or other trades. Castle Steel Inc is not responsible for these impedances nor will it accept responsibility.
3. Castle Steel Inc does not assume or interpret locations of details not shown or designed on the drawings. If a details is not provided at time of bid this detail is not included in this proposal unless specified above. The responsibility of the design of the building is the responsibility of others and all details not referenced, shown or designed are not included. If these details are added at a later date they will be added into the base scope of work via change order. No work will progress until these change orders are approved by the proper personnel.

This offering excludes the following:

SPECIFIC EXCLUSIONS:

1. Davis Bacon Wages or Terro wages
2. All wrought iron, stainless steel, or aluminum
3. All fencing/gates not listed above
4. All caissons and associated cages

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CASTLE STEEL INC.

3828 N. 35th Ave. Phoenix, Az. 85017 (602) 243-2766

5. All demolition and shoring
6. All engineering
7. All of details on sheets LS504, LS505, LS506, LS507 & LS508
8. Insect screen and attachment at louvres
9. Sliding restroom door hardware
10. Wall scupper box 8 & 9/A800
11. Shade Structure per detail 3/LS505 (See add alternate allowance)

GENERAL EXCLUSIONS: (unless specifically included elsewhere).

1. Any item not identified in our inclusions
2. All bike racks
3. Access doors, panels, and hatches
4. Anchorage devices for other trades
5. Backup plates for other trades
6. Barricades, fences, lights, and shoring
7. Any other devices necessary for safety of other than our workmen
8. Bolts, wood to wood, wood to masonry, other trades
9. Bonds (cost of) unless otherwise noted
10. Bituminous coatings
11. Brackets, hangers, and frames for other trades
12. Building permits, course of construction insurance
13. Burglar bars
14. Carport canopies
15. Cast iron items, as well as all other non-carbon steel items
16. Catch basins
17. Caulking and sealant
18. Chain link items
19. Chrome items closet rods
20. Cold formed steel (metal studs)
21. Simpson clip

A. This proposal is subject to acceptance within **5** days from the date tendered and shall be subject to satisfactory arrangement of details. The Code of Standard Practice of the Americans Institute of Steel Construction, Ninth Edition, 1989, is hereby made a part of this proposal and shall govern in all matters to which it is applicable not otherwise provided herein.

B. It is understood that in the event of errors, nonconforming material/workmanship, or installation difficulties being experienced with items provided hereunder, we shall be properly notified in writing, given reasonable time to inspect as to the validity of such claims and a reasonable time to repair. In absence of proper notice as described above, we will accept no responsibilities for such claims.

C. The inability of the contractor to be paid shall not be grounds for withholding monthly payments or final retention.

D. Due to availability and extreme volatility in the steel market, pricing is based on current steel pricing and is subject to availability of material and Mill allotments. Upon award availability and pricing will be reviewed for acceptance based on current market conditions.

We propose to provide this project as described above,

For the price of **$1,713,177.00** excluding all tax.

Additional scope dollars carried for:

- Steel Detailing changes during the shop drawing process.
- Sequencing modifications to coordinate with wood ceilings and metal panels.
- Added layout/tolerance work at decorative connections and reveals.
- Specialty fastening/backing required that is not yet defined
- Additional or different lifts/equipment time due to ground conditions
- AESS budget

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CASTLE STEEL INC.

3828 N. 35th Ave. Phoenix, Az. 85017 (602) 243-2766

Breakout for Budget Purposes;
West Canopy: $302,183.00
East Canopy: $302,178.00
North Canopy: $330,812.00
South Canopy: $275,406.00
Restroom: $240,433.00
Site: $262,165.00

Add Alternate 001:
This alternate is purely an allowance and budget until final engineered drawings are provided. This alternate will add the swing canopy structure excluding the swings and support of the swings to the base bid price. This alternate will allow for two locations. Please add **$52,225.00** to the base bid price.

Add Alternate 002:
This alternate is an allowance for the two mockups shown on A020. This is purely an allowance number for these structures, till a final structural design can be provided clearly showing the scope of materials needed. Please add **$73,000.00** to the base bid price.

Add Alternate 003:
This alternate is an allowance for assistance is placing the columns on the west and east canopies. This excludes any caisson work drilling or concrete work. Castle Steel will set and brace the column. If the columns is knocked of moved by any other trade after this has been performed it is the liability of others, and will be an additional cost to repair. Please add **$6,405.00** to the base bid price

Add Alternate 004:
This alternate is an allowance to supply embeds for the top of walls and puddle weld in the field all plates as noted on note 7 of out inclusion in the field. Please add **$33,295.00** to the base bid price

Add Alternate 005:
This alternate is an allowance to place the Lantern Columns in the hole for the caisson and brace in place. If any other trade knocks or moves the placed post, it will be an additional cost to repair. This excludes the caisson, drilling, concrete and any other associated work. Please add **$1,196.00** to the base bid price

Add Alternate 006:
This alternate is a deduct to remove the trench drain grating per note 12 of our inclusions above. Please deduct **<-$3,904.00>** from the base bid price

Add Alternate 007:
This alternate is an allowance to add the plate scupper boxes per details 8 & 9/A800. Please add **$892.00** to the base bid price

Thank you for the opportunity to quote on this project.

Sincerely,

Larry Capriotti
Castle Steel, Inc.
lcapriotti@castlesteelinc.com

AISC CERTIFIED FABRICATOR & ERECTOR

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025

L6285

Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Ave. Chndl 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount

EXCLUSIONS:

Demolition, Haul spoils offsite, Over-ex and re-compaction
Engineered fill, Subgrade prep, Termite control,
Joint Sealants, Testing, Permits, Surveying,
As-Built Surveying, Barricades, Road Closures, Flagmen
Liquidation Damages
Furnish micellaneous metals, including base plates,
anchor bolts, pipe bollards, canopy poles, light poles,
light totem poles & Picnic furniture

INCLUSIONS:

Layout from Survey, excavate & backfill shallow foundations
place new footings, stockpile spoils on site, place new concrete
& pavers according to finish

Bid from 90% plan dated 9/12/2025, any revisions made after
this date could result in an extra charge

Bids are good for 90 days from date of issue.

Subtotal	
Sales Tax	0.00
Total	**$0.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Date _____

Acceptance of proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/23/2025
L6298
Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Ave. 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
Canopy Foundation and Floors			
Price includes			
Slab 4" concrete on 4" abc w/ 6x6x10x10 WWF			
Wall footers per plan			
Block stem by others- 4" concrete stem deleted			
Bath House	1	28,000	$28,000.00
South Canopy	1	33,000	$33,000.00
North Canopy 2 buildings	1	61,000	$61,000.00
Steel Columns provided & set by others			
Vapor Barrier if required add 5500.00			
Concrete Polishing	1	21,000	$21,000.00

Additional scope dollars carried for:
- Additional mobilizations
- Out-of-sequence pours to support other trades
- Added forming/layout at material transitions
- Coordination impacts when multiple trades overlap
- Subgrade/utility adjustments (extra AB or repairs)
- Short-load fees for split pours (Color)
- Added concrete pour protection
- Rework from shifting elevations or grade tweaks.
- Extra finishing time in high-detail or curved areas.
- Ice for concrete during hot months
- Light plants for early morning pours

Bids are good for 90 days from date of issue.

Subtotal	$143,000.00
Sales Tax	0.00
Total	**$143000.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Date _____

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Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025

L6278

Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Ave. Chandler 85284
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
Light Pole Base (type 1) 6' tall x 30" diameter	13	2000	$26,000.00
Light Pole Base (type 2) 4'6" Tall x 30" diameter	22	1500	$33,000.00
Centenary Base (AKA string lighting poles)- no detail	0	0	
By Others			

Bids are good for 90 days from date of issue.

Subtotal	$59,000.00
Sales Tax	0.00
Total	**$59000.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Date _____

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Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025

L6274

Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Avenue, Chndl 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
Smooth Slip Dowels (12")	1	20000	$20,000.00
8" TD	1	20000	$20,000.00
Saw Cut	1	10000	$10,000.00
Pump allowance	1	20000	$20,000.00

Bids are good for 90 days from date of issue.

Subtotal	$70,000.00
Sales Tax	0.00
Total	**$70000.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Date _____

Acceptance of proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025

L6284

Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Avenue Chndl 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
Mockups			
Flatwork- park and buildings	1	7500	$7,500.00
Seat Wall	1	5000	$5,000.00
Eco Pan	1	6000	$6,000.00
Bond rate 2% of total, Budgetary	1	50000	$50,000.00

Bids are good for 90 days from date of issue.

Subtotal	$68,500.00
Sales Tax	0.00
Total	**$68500.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Date _____

Acceptance of proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025

L6284

Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Avenue Chndl 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
Mockups			
Flatwork- park and buildings	1	7500	$7,500.00
Seat Wall	1	5000	$5,000.00
Eco Pan	1	6000	$6,000.00
Bond rate 2% of total, Budgetary	1	50000	$50,000.00

Bids are good for 90 days from date of issue.

Subtotal	$68,500.00
Sales Tax	0.00
Total	**$68500.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Date _____

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Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025

L6272

Proposal

Willmeng
Company

Dr. AJ. Park
Job Name

3 S. Arizona Avenue, Chndl 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
1-10 Pedestrian Concrete (5/LS501)			
4000 PSI - Acid Etch (#5) NO COLOR	730	17.50	$12,775.00
6" ABC , 4" Concrete			
1-11 Pedestrian Concrete (5/LS501)			
4000 PSI - Exposed Aggregate (#75) NO COLOR	1300	17.50	$22,750.00

Bids are good for 90 days from date of issue.

Subtotal	$35,525.00
Sales Tax	0.00
Total	**$35525.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Date _____

Acceptance of proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025
L6282
Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Avenue Chndl. 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
1-16 Permeable Pavers (on soil cell) 3/LS504 4x8x80mm 75%Grind / 25% Shotblast STANFORD SAND 4" ABC, 2" Mortar Sand	4400	16.25	$71,500.00
Soil Cell & Backfill by others 1-18 Detectable Warning Pavers	450	100	$45,000.00
1-22 Flagstone Steps 3/LS502 Provided by the landscaper, price only includes setting in concrete (1-08)	1	1000	$1,000.00

Bids are good for 90 days from date of issue.

Subtotal	$117,500.00
Sales Tax	0.00
Total	**$117500.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Date _____

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Authorized Signature _____

Date _____

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Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/22/2025

L6294

Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Avenue Chndl, 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
Ping Pong Table continuous footer (2 tables)	1	3750	$3,750.00
5-27- Planter Pot footings (4 each)	1	1500	$1,500.00

Bids are good for 90 days from date of issue.

Subtotal	$5,250.00
Sales Tax	0.00
Total	**$5250.00**

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Date _____

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Authorized Signature _____

Date _____

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Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025
L6280
Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Avenue Chndl. 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
Remove existing pavers @ parking stalls	8700	5	$43,500.00
Re-install pavers @ parking stalls (City has 7 extra pallets)	6700	10	$67,000.00
6"ABC, 2" Mortar sand- 1/LS502			
Pavers with white stripping- dispose of			
Concrete under pavers - vehicular			
6"ABC , 6" Concrete, 6x6x#10 wire mesh	0	0	
Per Willmeng- already under existing pavers			

Spartan Concrete to remove and re-palletize existing pavers
Dirt Grading & haul off by others

Bids are good for 90 days from date of issue.

Subtotal	$110,500.00
Sales Tax	0.00
Total	**$110500.00**

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Authorized Signature _____

Date _____

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Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025
L6277
Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Ave. Chandler 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
5-16 Removable Bollard Footer Bollards provided by others	26	250	$6,500.00
Canopy Footers, include coring of holes, furbish steel, place concrete, set jigs (drilled)	16	5700	$91,200.00
5-17 Canopy Spread Footers furbish steel, place concrete, set jigs (provided by GC) * *Dirt haul off by others, Jigs provided by others, footers will need to be surveyed for height and locations	32	1200	$38,400.00
5-41 Light Totem Footers, includes coring of holes, furbish steel, place concrete, set jigs * *Dirt haul off by others, Jigs provided by others, footers will need to be surveyed for height and locations Jigs for the Canopy Poles and Lantern Poles bases provided by others, the poles provided and set by others.	5	5000	$25,000.00
5-43- Paving Stud- Kent Tactile Warning stud or equal Provided by Spartan **Grade +/-1" by GC**	67	175	$11,725.00

Bids are good for 90 days from date of issue.

Subtotal	$172,825.00
Sales Tax	0.00
Total	**$172825.00**

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Authorized Signature _____

Date _____

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Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/20/2025

L6292

Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Ave. Chndl 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
2-06 Seat Walls Sand Blast KAILUA			
Forming , concrete placement & steel by Spartan (curved) refer to page 1/LS503	50	450	$22,500.00
Excavation & Backfill by others			
2-07 Retaining Seat Wall Sand Blast NO COLOR			
Forming, concrete placement & steel by Spartan (curved) refer to page 2/LS503	30	450	$13,500.00
Excavation & Backfill by others			

Bids are good for 90 days from date of issue.

Subtotal	$36,000.00
Sales Tax	0.00
Total	**$36000.00**

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Authorized Signature _____

Date _____

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Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025

L6283

Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Ave. Chandler 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
3-01 Swale Bridge Footers	1	25,000	$25,000.00
Price includes, steel, concrete & jig setting			
Excavation and backfill by Spartan	1	5000	$5,000.00
Need Surveyed for height and location, jig provided by others			

Grade +/-1" by GC

Bids are good for 90 days from date of issue.

Subtotal	$30,000.00
Sales Tax	0.00
Total	**$30000.00**

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Date _____

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Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/23/2025
L6296
Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Ave. Chandler 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
5-01Tree Grates Curb- Acid Etch NO COLOR 8"x8" footer 8/LS506 Grate & Frame supplied by GC Spartan to set frame	9	500	$4,500.00
5-02 Grate @ Canopy Footing - -Acid Etch NO COLOR 7/LS506 Grate & Frame supplied by GC Spartan to set frame	20	500	$10,000.00
3-03 Tree Guard w/ Suspension System **Grate & Frame supplied by GC- footing only** **6/LS504**	13	500	$6,500.00
5-15- Bike Rack Vehicular Concrete- BY OTHERS	0	0	
Curb & Gutter Asphalt cut by others	313	35	$10,955.00
5-03- Tie Downs- set only only, tie downs provided	8	100	$800.00
5-19- Footers for umbrellas- jigs set by Spartan **Grade +/-1" by GC**	12	500	$6,000.00

Bids are good for 90 days from date of issue.

Subtotal	$38,755.00
Sales Tax	0.00
Total	**$38755.00**

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Date _____

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Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/23/2025
L6295
Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Ave. Chndl 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
1-17 Truncated Domes- is concrete included in sq footage	400	100	$40,000.00
1-24 Trench Grate form and pour channel, grate by others	32	100	$3,200.00
2-01 Raised Concrete Header Acid Etch KAILUA			
6" x 8" deep w/ #4 rebar 18" continuous	240	50	$12,000.00
2-02 Raised ConcreteHeader@Parking Acid Etch NO COLOR			
6" wide x 18" deep w/#4 rebar continuous-	690	50	$34,500.00
2-03 Flush Concrete Header Acid Etch KAILUA			
8" wide x 8" deep w/ continuos #4 rebar-	412	35	$14,420.00
2-05 Turf Steps Acid Etch KAILUA			
2ft wide treads x 1ft deep (steel by Spartan per structural)	120	250	$30,000.00
Excavation for Turf Steps by Spartan			
2-08 Art Pedestal Acid Etch NO COLOR			
3ft circle x 18" deep w/ #4 rebar 18" O.C. both ways	3	600	$1,800.00
5-18 Shade Structure & Swing Footers 3LS505	12	350	$4,200.00
16"x16"x16" footer- Excavation by Spartan			
TBD Drain at Turf Steps- provided by Spartan- budgetary	50	450	$22,500.00
Connect to Storm Drain	1	500	$500.00

Grade +/-1" by GC

Bids are good for 90 days from date of issue.

Subtotal	$163,120.00
Sales Tax	0.00
Total	**$163120.00**

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Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/19/2025

L6271

Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 South Arizona Ave. Chndl 85524
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
1-05 Vehicular Concrete (4/LS501)			
4000 PSI - Exposed Aggregate (#75) NO COLOR			
6" ABC, 6" Concrete, 6x6x#10 wire mesh	1000	20	$20,000.00
1-06 Vehicular Concrete (4/LS501)			
4000 PSI - Acid Etch (#5) NO COLOR			
6" ABC , 6" Concrete, 6x6x#10 wire mesh	16000	20	$320,000.00
1-07 Vehicular Concrete (4/LS501)			
4000 PSI - Acid Etch (#5)Davis Color KAILUA (4lbs)			
6" ABC , 6" Concrete, 6x6x#10 wire mesh	3000	23	$69,000.00
1-08 Vehicular Concrete (4/LS501)			
4000 PSI - Exposed Aggregate (#75) Davis Cocoa			
6" ABC , 6" Concrete, 6x6x#10 wire mesh	4419	22	$97,218.00
1-09 Decorative Banding (4/LS501)			
4000 PSI - Acid Etch (#5) Davis Color KAILUA (4lbs)			
6" ABC , 6" Concrete, 6x6x#10 wire mesh	2800	50	$140,000.00
Additional Layout/Forming charge	1	10000	$10,000.00

Grade +/-1" by GC

Bids are good for 90 days from date of issue.

Subtotal	$656,218.00
Sales Tax	0.00
Total	**$656218.00**

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Authorized Signature _____

Date _____

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Authorized Signature _____

Date _____

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Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

Spartan Concrete, Inc.

2811 E Jones
Phoenix, AZ 85040

10/29/2025
L6304
Proposal

Willmeng
Company

Dr. AJ Park
Job Name

3 S. Arizona Avenue, Chndl 85224
Job Address

E-mail

Phone Number

Description	Quantity	Unit Price	Amount
1-12 Vehicular Pavers (1/LS502)			
4x12x8cm 75% Grind, 25% Shotblast STANFORD SAND	13,457	17	$228,769.00
6" ABC, 6" concrete (sub-base) wire mesh 6x6x#10	13,457	12.50	$168,212.50
1-13 Pedestrian Pavers (9/LS501)			
4x12x8cm 75% Grind, 25% Shotbalst MOCHA	500	17	$8,500.00
6" ABC, 2" Mortar Sand			
1-14 Pedestrian Pavers (9/LS501)			
4x12x8cm Shotblast STANFOED SAND	2023	17	$34,391.00
6" ABC, 2" Mortar Sand			
1-15 Permeable Pavers (10/LS501)			
4x12x100mm AquaLina Shotblast	4,222	17	$71,774.00
18" #47 stone (grading by others, not included in price)	4,222	7	$29,554.00
# 8 or 9 (1 1/2" bedding and joint filler)	4,222	1.50	$6,333.00
Non Woven GeoTextile Filter Fabric	4,222	4	$16,888.00
4" high x 6" deep continuous footer- included in price			
Angle Iron @ Titan Bolt deleted per meeting @ Willmeng			
6" concrete w/Wire mesh- NO ABC- under vehicular pavers			
$10.50 sq ft x 13457 = 141,298.50			
Grade +/-1" by GC			

Bids are good for 90 days from date of issue.

Subtotal	$564,421.50
Sales Tax	0.00
Total	**$564421.50**

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Authorized Signature _____

Date _____

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Authorized Signature _____

Date _____

Phone: 602 268-2775
Fax: 602 268-2758

ROC116621 (Commercial)
ROC091255 (Residential)

PROPOSAL

Five Guys Roofing
1275 W Houston Ave.
Gilbert, Az 85233
Office: 480-892-5311
ROC#: 301076 - 301077

Estimator
Jesse Stowell
jesse@fiveguysroofing.com

Willmeng Construction
Willmeng Construction
, AZ

JOBSITE: 3 S Arizona Ave Chandler AZ 85225

Estimate #	73234
Date	10/13/2025

This represents our proposal to complete the work required at the address referenced above. This system will be installed as per the plans and manufacturer's recommendations.
Due to market volatility, increases in raw materials, and supply chain delays, we reserve the right to notify you of materials price increases. An increase from the original proposal will cover the additional cost only. Any increases help us ensure our commitment to providing the very best products and services to you.
Estimate valid for 15 days.

Specifications:

Description	Price
Polyurethane Foam Roof - Elastomeric Roof Coating (3 Gal / 100 Sq. Ft.) 5 Year Warranty (Labor and Materials) ***PREPERATION*** -All safety measures will taken and followed throughout the project -Parking will be blocked off in certain areas for safety and access -Apply a primer over the substrate as needed to improve adhesion -Mask and prepare walls, transitions and other effected areas for Foam application ***FOAM APPLICATION*** -Install 2" iso board as needed and fully adhere iso board with GAF flash pass adhesive -Install new 3x3x1/2" rise drip edge metal on all perimeter edges -Install 2"x4" blocking as needed -Install 1/2" cover board over the deck and iso. Adhere coverboard with GAF flash pass adhesive -Apply (closed cell) polyurethane roofing foam at the rate of 1 inch thickness. Add extra thickness of foam as needed over low areas and low cricket locations. Detail foam at all roof penetrations, AC units, edges, and parapet walls. -Add foam in the crickets to taper roof towards the drains ***COATING APPLICATION*** -Apply a base coat of white elastomeric coating over the new foam roof at the total rate of 1.5 gal per 100 sq ft. Apply in Color to be white. Detail coating around roof penetrations, edges, and parapet walls. -Apply a top coat of white elastomeric coating over the new foam roof at the total rate of 1.5 gal per 100 sq ft. Apply in Color to be white. Detail coating around roof penetrations, edges, and parapet walls. -Re-install any roof drain covers -Clean the work area locations and haul away project related debris -Issue a 5 year no leak warranty from 5 Guys Roofing. Includes 5 Guys Roofing workmanship warranty and manufacture product warranty -Includes free yearly roof inspection check up QUOTE TOTAL: $168,655	$168,655.00

Sub Total	$168,655.00
Total	$168,655.00

Recommendation*
Five Guys Roofing would recommend yearly inspections. Ask about our roof maintenance program and ForeverCare.
Addendums
Any additional work that is not outlined in this proposal must be contractually agreed upon before work is completed. A change order will be created.
Exclusions
This proposal excludes liability for materials & equipment not installed by us.

M O V I N G F O R W A R D . . .

Willmeng: Additional scope dollars carried for:
•Safety/Ladder inspection
•Roof Prep and Cleanup prior to roofing installation

Proposal are valid for 15 days.

Five Guys Roofing will not be held accountable for any damage as a result of water lines, electrical lines or gas lines not properly installed or from unprotected thermostat wires.

Finalizing the details – When proposal is approved, your estimator will reach out and make sure all details are finalized. If roofing materials and colors have not been selected you will be able to select them from the available options.

Scheduling – When details are finalized estimators will pass the project over to our scheduling/service manager who will review the specifications and schedule the appropriate crews to perform the work. They will send an email to you with the date and time the work is scheduled. If the project needs to be rescheduled, our Scheduling/Service manager will notify you via email.

Change Orders – In the event of a change, our project manager will notify the estimator. The estimator/project manager will reach out with necessary changes needed, and we will get approval from you before any additional work is done.

Final Job Walks – Upon completion of the project, our project/service manager, or Foreman, will perform a final job walk.

Invoice Payment – Invoices must be paid using cash, physical check or E-check to qualify for invoice pricing.

Payments can be made by:
- Mailing a check to our office
- ACH
- Dropping off payment at our Gilbert office
- Arranging for a Five Guys Roofing staff member to pick up the payment

Credit Card Payments:
To pay by credit card, call the office (480.892.5311). Credit card payments are subject to a 3.5% processing fee.

Warranty – All warranties become valid upon receipt of final payment.

Please review the warranty document upon delivery to ensure you understand what Five Guys Roofing covers, as there are limitations.

Accepted By: _____ Date: _____

Testimonials

"I have used hundreds of contractors and subcontractors in my life. Every single one of them has been late to appointments, and always over promise and under perform. This was the first time in 30 years I have seen a company show up exactly when they said they would be there, and do the work exactly as they said they would. I do not take that lightly. I would definitely recommend them to anyone." - CJ

"They came and did a wonderful job. When he first showed up he knocked on the door to tell me that he was here and was going to start. He was kind and a pleasure to talk to. After their quick work he knocked on the door to tell me that the work was completed and that an email of the invoice and pictures were sent via email. All in all great work!" - Vincent C

Accreditation's

- A+ Rating at the Better Business Bureau
- Tile Roofing Institute - Certified Installer -
- CARE: Center For The Advancement of Roofing Excellence
- HAAG Certified
- Member of: ARCA: Arizona Roofing Contractors Association

Docusign Envelope ID: 5637B5BF-5917-4A64-8B0C-CC1001809BAC

HAWKEYE ELECTRIC INC

6100 W. ERIE ST
CHANDLER, AZ 85226
PHONE (480) 784.6800

PROPOSAL FOR ELECTRICAL SERVICES

Date: **10/27/2025** Reference: **DR. AJ CHANDLER PARK**

Transmitted to: **SAM DUL** From: **PATRICK TILTON**

Email: Direct: Email: pat@hawkeyeelectric.com

Company: **WILLMENG CONSTRUCTION** Cell: **602-574-2977**

WE PROPOSE TO FURNISH AND INSTALL ALL LABOR AND MATERIAL REQUIRED FOR A COMPLETE ELECTRICAL INSTALLATION IN ACCORDANCE WITH:

- [X] Plans and Specifications
- [X] Local Codes
- [X] Listed Clarifications
- [X] Comments Below

WE QUOTE ELECTRICAL / 16000 ELECTRICAL PLANS/SPECS

BASE BID AMOUNT	**$ 1,710,500.00**

Alternates:

1.	ALT ADD TO SUPPLY AND INSTALL LIGHTS ON TOTEM LANTERN (5) PER DETAILS E502	$ 157,500.00
3.	ALT ADD FOR TRAFFIC SIGNAL TS101/TS102 -BUDGET ONLY	$ 80,000.00

HAWKEYE AUTHORIZED SIGNATURE

PATRICK TILTON

1. **This proposal is firm for 30 days**
2. **Installation is guaranteed for 1 year**
3. **Mfgs standard warranties transfer to Owner upon substantial completion**

SPECIFIC INCLUSIONS:
FIRE ALARM -FLOW AND TAMPER SWITCH
RELOCATION OF APS TRANSFORMER & ELECTRICAL METER
INCLUDE NEW APS PRIMARY/SECONDARY TO NEW SES
GROUNDING
LIGHTING CONTROL PANELS AND DMX CONTROLS

SPECIFIC EXCLUSIONS:
CONCRETE POLE BASES
TOTEM -LANTERN STRUCTURES (5) PER EACH COST $31,500.00
WITH RGBW AND DMX CONTROLS

Item Description	INCLUDED	EXCLUDED
Permits		XXX
Sales Tax		XXX
Bond		XXX
Trenching	XXX	
Job Storage	XXX	
Job Office	XXX	
Overtime		XXX
Demolition		XXX
Dumpster For Demo		XXX
Primary Service	XXX	
Secondary Service	XXX	
Temporary Power	XXX	
Telco Service		XXX
Landscape Repairs		XXX
Concrete Pole Bases		XXX
Special Tools/Lifts	XXX	
Scaffolding for Elevator		XXX
Traffic Control		XXX

Item Description	INCLUDED	EXCLUDED
Switchgear	XXX	
Site Lighting	XXX	
Power Poles		XXX
Light Fixtures	XXX	
Light Pole Survey		XXX
Generator and ATS		XXX
Lighting Controls	XXX	
Concrete Utility Pads	XXX	
Conc Encasement		XXX
AC Unit Connections	XXX	
Receptacles		XXX
Fire Alarm J-boxes	XXX	
FA Drawings	XXX	
Asphalt/Conc Patch		XXX
Extend primary to site for temp. pwr		XXX
BDA Testing		XXX
BDA System		XXX

Item Description	INCLUDED	EXCLUDED
Coring Wall/Floor/Saw Cutting	XXX	
Security System Back Boxes		XXX
Voice/Data Cable and Termination		XXX
CCTV Cable/Termination (RG-6)		XXX
Data/Telco Stubs & Back Boxes		XXX
Cable Tray/ Wiremold Raceway		XXX
T-Stats/Mechanical Control Wiring		XXX
Ceiling Wire Fixture Supports		XXX
Duct Detectors		XXX
Power to Smoke/Fire Dampers		XXX
Hard Dig Conditions		XXX
120V AC Smoke Detectors (unless specifically included in notes above)		XXX
Utility Company Fees		XXX
Furnishing/Installing Access Panels		XXX
Distributed Antenna Systems Raceway		XXX
Raceway for beverage lines		XXX
Boring (unless noted otherwise)		XXX

Willmeng: Additional scope dollars carried for:

- •EV Charger and Trenching
- •Power to adult changing station
- •Power to Christmas Tree
- •HAWK Crossing Pothole and Locate
- •Tree Demo at HAWK Crossing
- •Chandler additional outlet
- •Lockout/Tagout inspections (Safety)
- •Mockup
- •Sub bond



Dr. AJ Chandler Park

DCCP & Stakeholder Update

CHANDLER arizona

Dig Studio







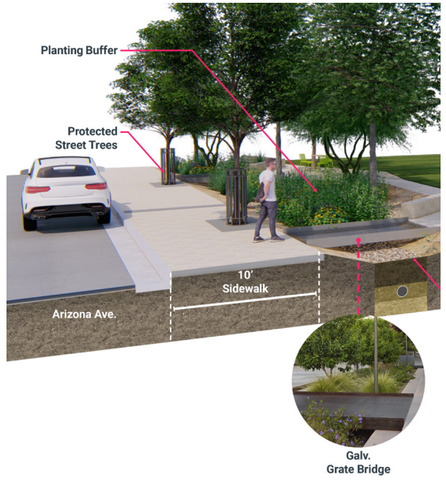














Innovation in Water Use

- Retain and reuse all storm-water (surface and subsurface)

- Effective irrigation for healthier trees.

Emphasis on Tree Canopy

- Invest in urban tree canopy (size - soil - water)

- Better use of water improves tree canopies.

- Study species options and make a selection according to aesthetics and functionality.

Beauty in Landscape

- Provide greater flexibility and functionality.

- Beautification of the site was one of the original goals when the Park was built.

- Creating a nice place for downtown Chandler that can attract neighbors and visitor.

Celebration of Water

- Irrigation history as park feature.

- Make water visible to users.

- Expose the canal and make it a park feature.

- Use swales and rain garden to improve storm-water management.

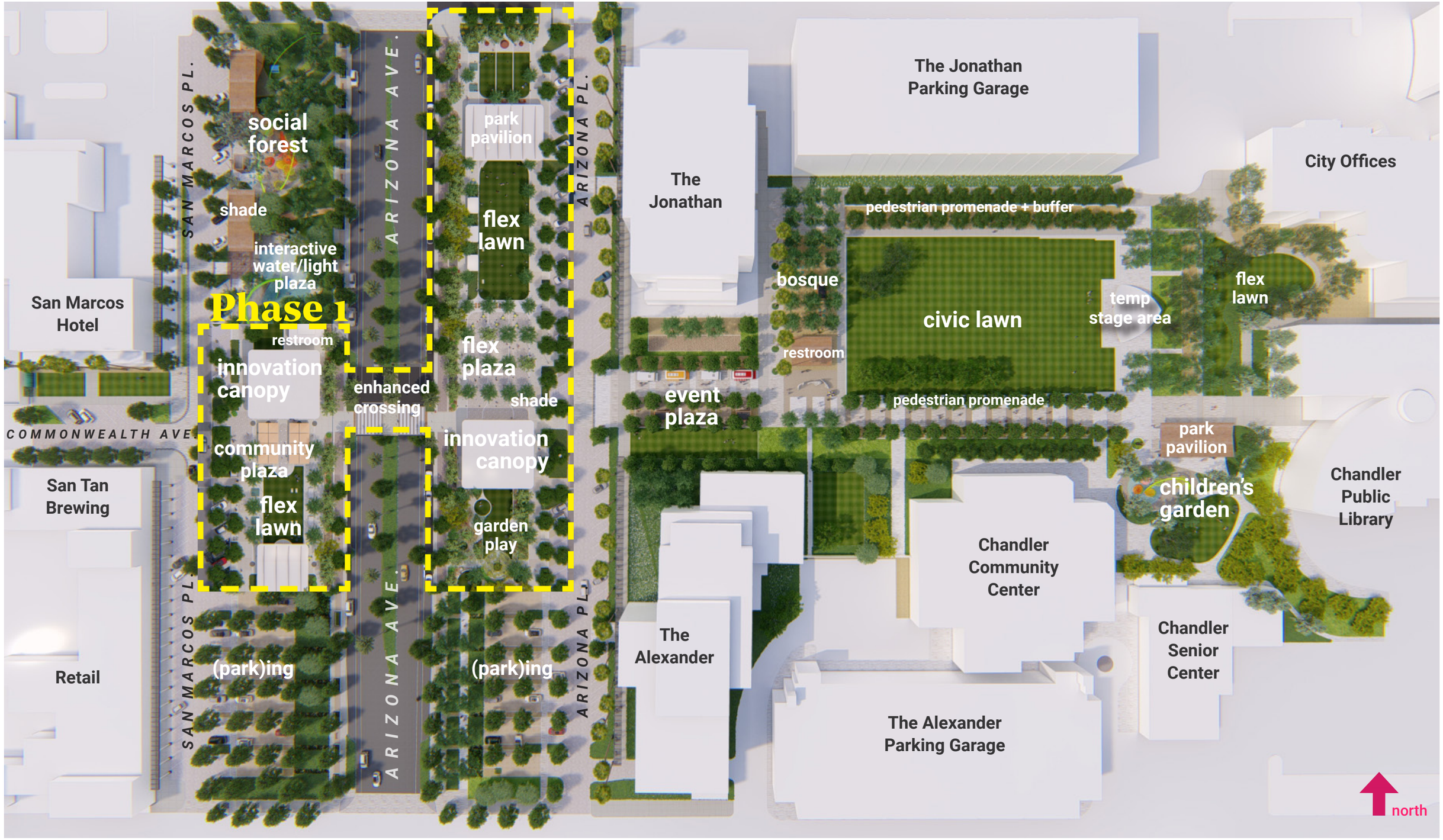
Resourceful/ Local Materials

- Adapt finishes and stay true to the site history.

- Use local materials and local species.

- Aesthetic and functionality

PROJECT GOALS



MASTER PLAN PROGRAM | FULL BUILD-OUT

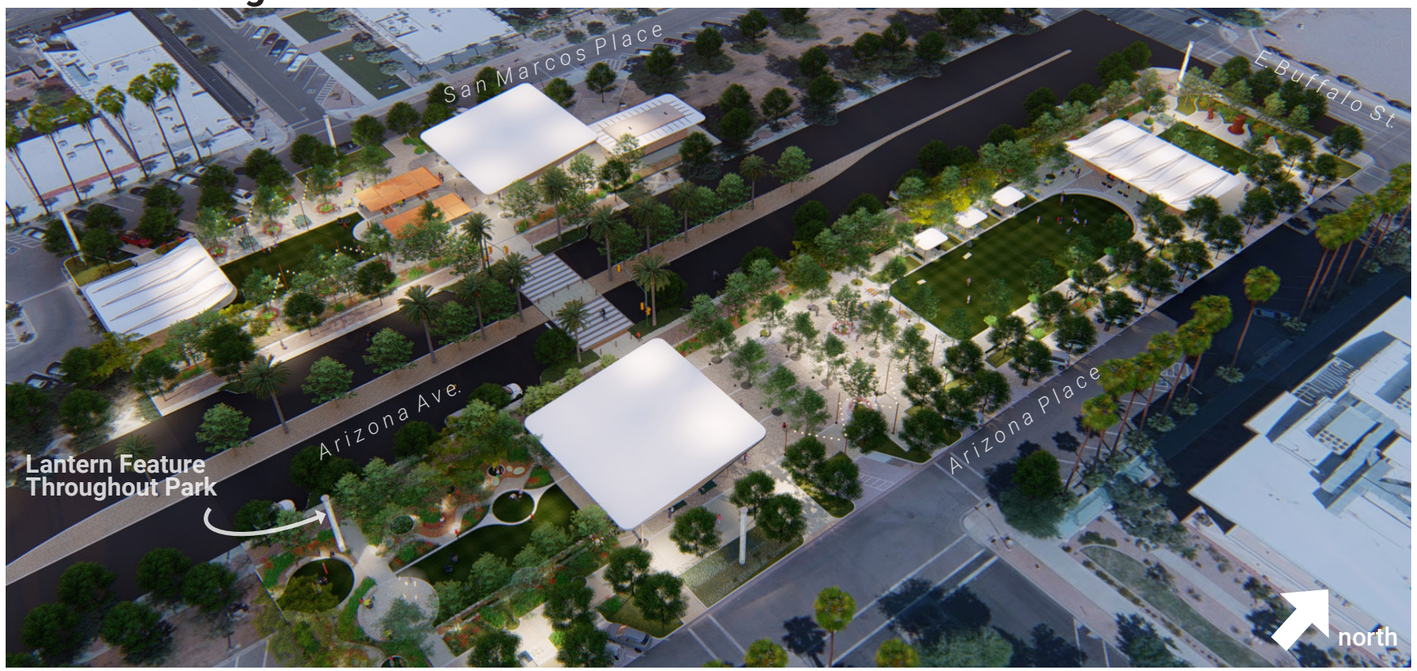
Dig Studio



First Phase Day Shot



First Phase Night Shot



MASTER PLAN - PHASE 1 PROGRAM AREAS

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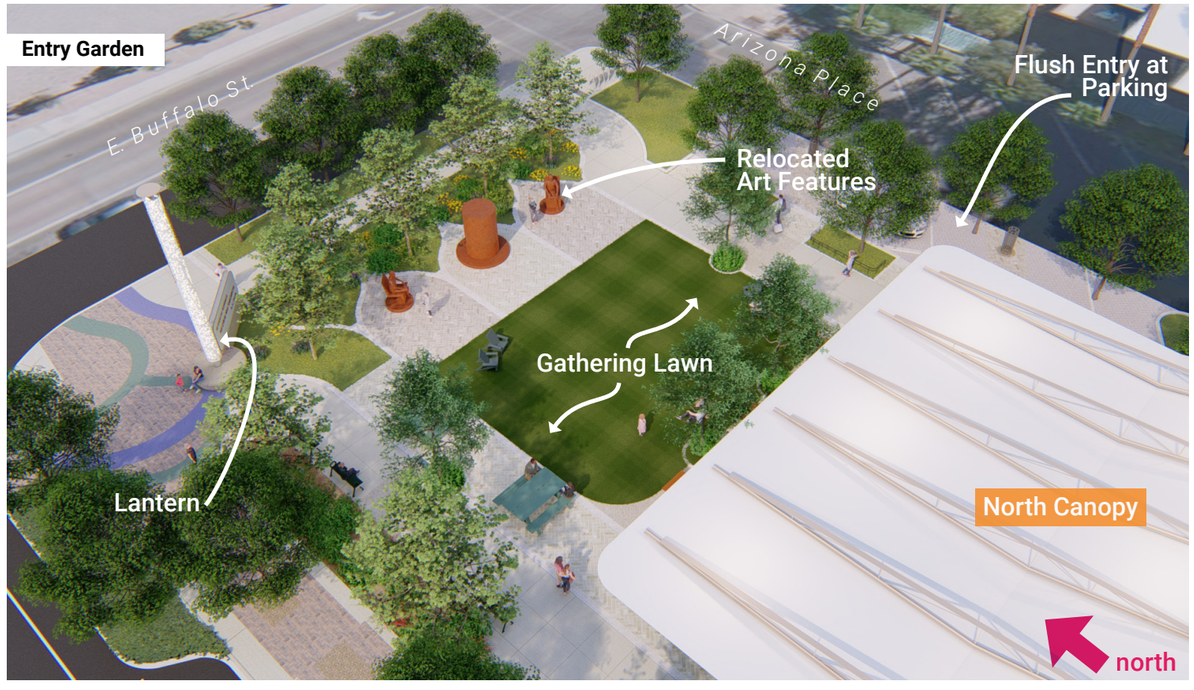
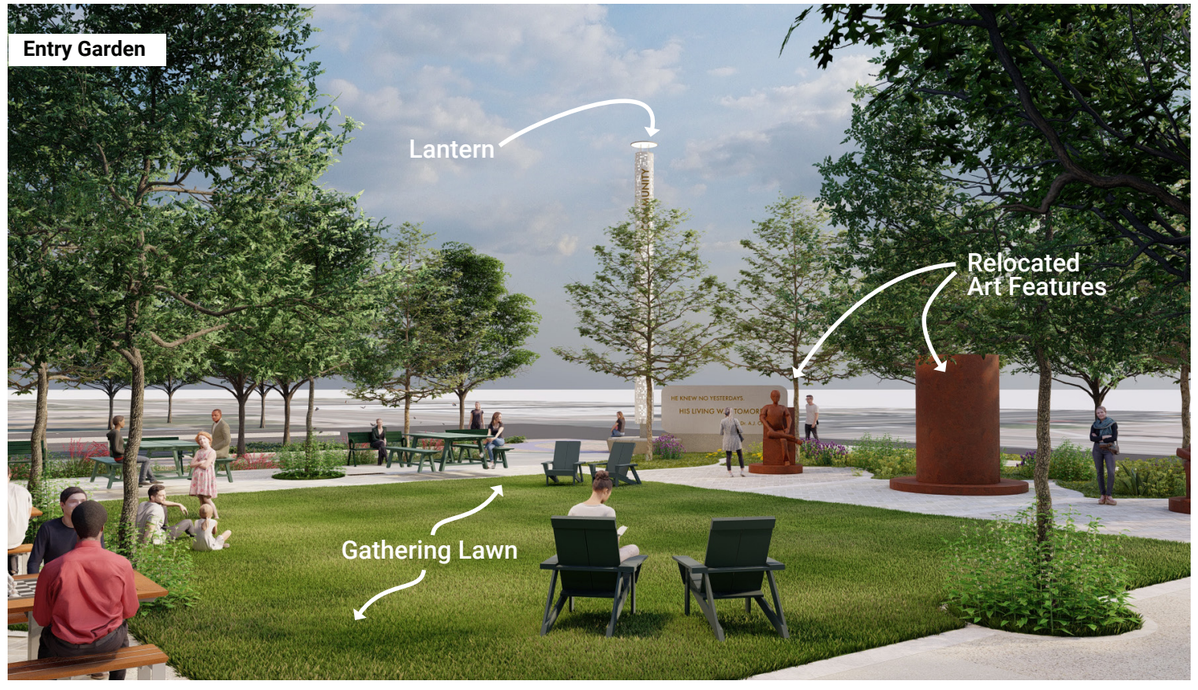






Entry Garden (East Side)

5 Dr. AJ Chandler Park - Chandler, AZ

Dig Studio

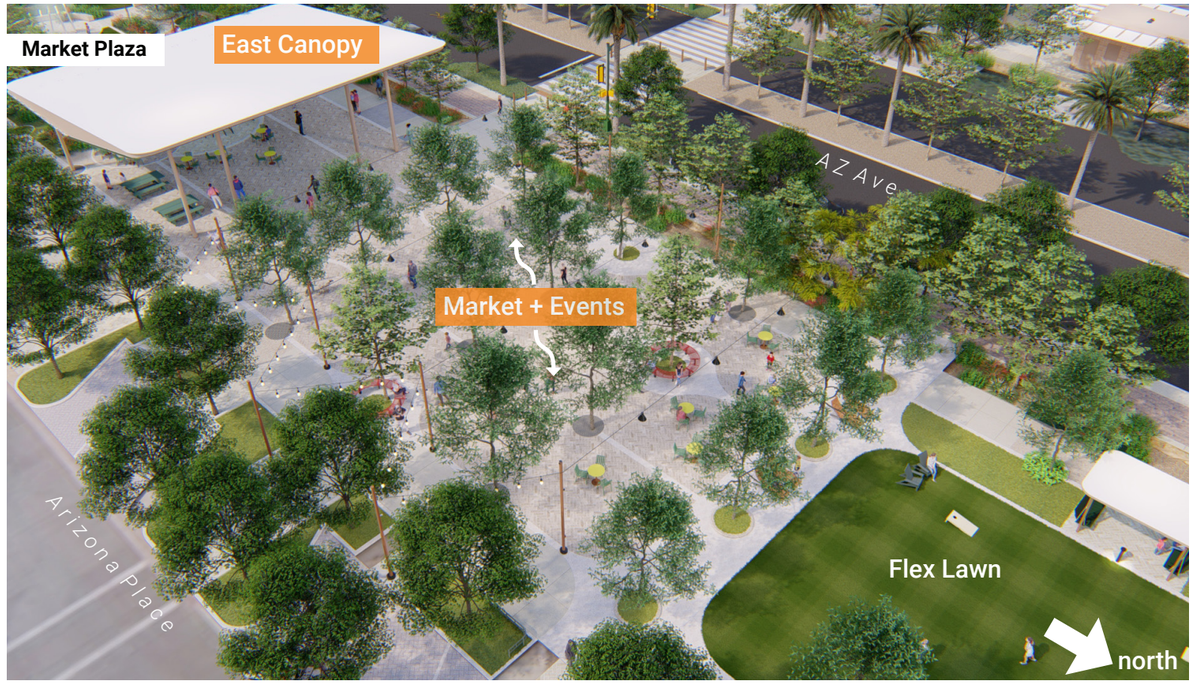






Flex Lawn (East Side)

Dig Studio







Market Plaza (East Side)

Dig Studio





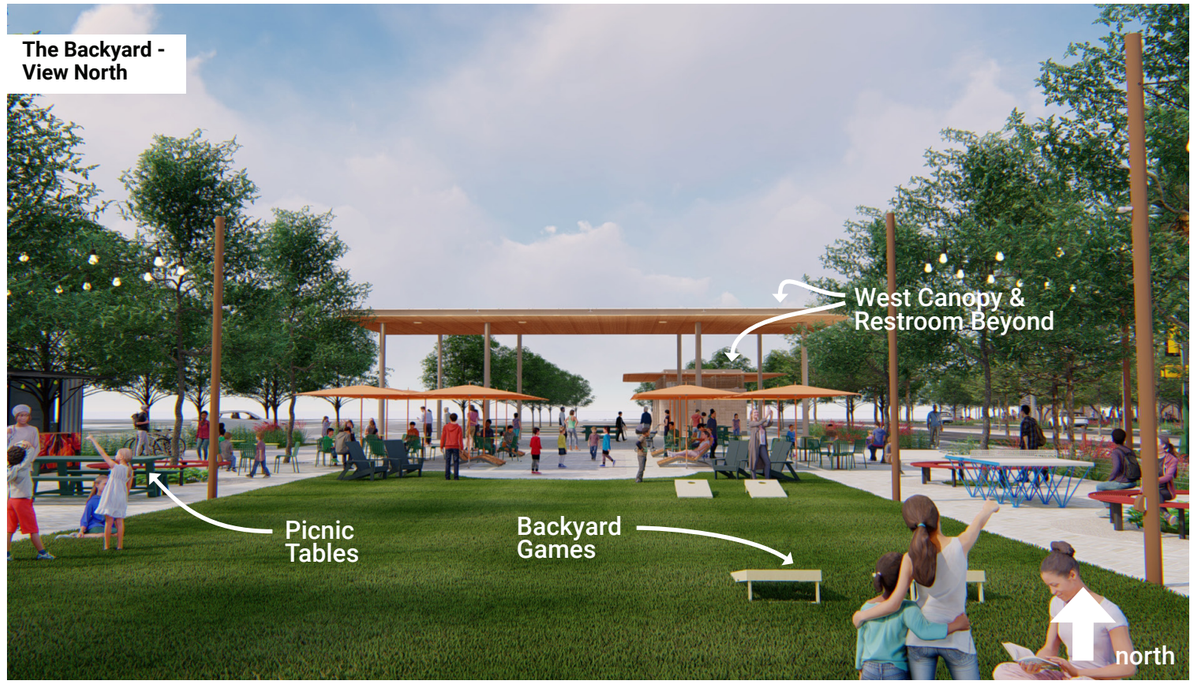


The Park (East Side)

Dig Studio







Community Plaza & The Backyard (West Side)

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Park Restroom (West Side)

10 Dr. AJ Chandler Park - Chandler, AZ

Dig Studio

City Council Memorandum **Development Services** **Memo No.** DS25-023

Date: December 08, 2025
To: Mayor and Council
Thru: John Pombier, City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
Jaya Velagapudi, Digital Delivery Service Administrator
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Resolution No. 5960, Authorizing a License Agreement between Wyyerd Connect, LLC, dba Wyyerd Fiber, and the City of Chandler for the Use of Publice 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. 5960, authorizing the Mayor to execute the license agreement between Wyyerd Connect, LLC, dba Wyyerd Fiber, 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:

Wyyerd Fiber has filed an application with the city to install, operate and maintain an underground fiber optic communications system that may provide both Class 4 telecommunications (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. Wyyerd's initial build plan includes two backbone loop projects. One loop in south Chandler and one loop in north Chandler both coming in from the east going to the far west side of that area and then going back to the east. These projects result in approximately 211,200 total linear feet within the City of Chandler right-of-way to be constructed within

the first 1–2 years. During this timeframe, a series of fiber to the home projects branching off into neighborhoods all around the city will also be constructed within the term of this agreement.

Financial Implications:

The city has received a $3,000 application fee to cover the city's cost of processing this application. A transaction privilege tax of 2.75% will be paid on any non-interstate telecommunication services (Class 4). Fiber that is not exempted by federal or state law, used for non-telecommunications services (Class 5), is subject to an annual $2.72 per linear foot fee as prescribed by the Citywide Fee Schedule or 2% of Wyyerd's gross revenues for services provided within Chandler, whichever is less. The company will also pay permit, inspection, and traffic control or pavement damage fees, when applicable.

Attachments

Resolution No. 5960

Agreement for Use of Public Property

RESOLUTION NO. 5960

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A LICENSE TO WYYERD CONNECT, 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. Approves the License Agreement between the City of Chandler and Wyyerd Connect, LLC, in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizes 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 December, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5960 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, 2025 and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY JWB

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 WYYERD CONNECT, 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 Wyyerd Connect, LLC a Delaware 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 18, 2025, 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.

"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 Wyyerd Connect, LLC, a Delaware limited liability company with its principal place of business at 1601 29th St., Ste. 1292 PMB 1042, Boulder, CO 80301, to which this License is granted.

"Licensor" means the City of Chandler, Arizona, a municipal corporation of the State of Arizona as represented by the City Council and acting through the City Manager or the City Manager’s designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Provider" means a broadband internet access service provider that constructs, installs, operates, or maintains communications facilities in the Public Rights-of-Way.

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"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the City's corporate boundaries.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, power pedestals and other related and associated facilities installed in the Public Rights-of-Way, and when specifically authorized by the City on other City-owned property, and which are used to provide Telecommunication Services and Interstate Telecommunication Services.

"Telecommunications" has the same meaning as defined in A.R.S. § 9-581(4), as amended.

"Telecommunications Corporation" has the same meaning as defined in A.R.S. § 9-581(5), as amended.

"Telecommunications Services" has the same meaning as defined in A.R.S. § 9-581(6), as amended.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, the Chandler City Charter, the Chandler City Code, and Arizona and federal law, the City grants to Licensee nonexclusive and revocable rights and nonexclusive and revocable privileges as set forth in this License to construct, install, operate, and maintain its System in the Public Rights- of-Way and on other City-owned property.

2.1.1 At any time during the term of this License, Licensee may apply to the City for encroachment permits that set forth the specific location of Licensee's System, fees (if any) for the specific location, and other terms and conditions. The City may approve, deny, or conditionally approve Licensee's encroachment permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in accordance with the City Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, this License also authorizes Licensee to place its System on property owned by third parties, such as an electric utility company or other private property owners. Provided; however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way Construction regulations and is installed underground in accordance with applicable law including Section 47-4 of the Chandler City Code. Upon request from the City, Licensee must promptly furnish to the City documentation of the third party's permission. By executing this License, the City does not waive any rights that City may have against any public utility or other third party to require such owners to obtain the City's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the City. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in new aerial attachments or aerial overlash of existing plant whether owned or leased from a third party. Licensee's attachment of facilities or equipment must be accomplished through existing infrastructure, and which results in no aerial overlash of existing infrastructure.

2.1.3 No component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the City until Licensee has applied for and received approval for an encroachment permit under Chapter 46 of the Chandler City Code. Additionally, Licensee must comply with all other provisions of the Chandler City Code including, but not limited to, Chapter 35 related to zoning, Chapter 47 related to off-site construction, and other applicable City regulations. Any right or privilege claimed under this License by Licensee for any use in the Public Rights-of-Way and on other City-owned property is subordinate to any City prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements. Provided; however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.

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2.1.4 Nothing in this License will be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining the City's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the City, to remove, relocate, or abandon in place Licensee's System to accommodate the City's projects and activities. The City will not be liable for Licensee's lost revenues, however caused, due to any City activity or project in the Public Rights-of-Way, when such costs or lost revenues result from the construction, operation, or maintenance of City facilities and any other lawful project or activity in the Public Rights-of-Way. Provided; however, the City's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

2.2.1 Licensee uses its System to provide Communication Services, which may include a high-speed fiber network offering broadband internet to residential and commercial customers throughout the City of Chandler. Licensee represents and warrants that Licensee does not provide services that are considered multichannel video programming services, video services provided by an open video system, cable television, or video services.

2.2.2 Licensee acknowledges, represents, warrants, and agrees that: (i) if a CC&N or other authorization is required by law for certain services, Licensee agrees that it will not provide these services under this License until Licensee receives the proper authorization; (ii) if Licensee obtains a CC&N or other legal authorization during the term of this License, Licensee will furnish a copy of any legal authorization to City as provided in this License within 30 days of receipt; and (iii) Licensee will indemnify, defend, save, and hold harmless the City as provided in this License and assume all liability and risk for Licensee's failure to possess the proper legal authorization to provide some or all of the services under this License.

2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit and dark fiber within the Public Rights-of-Way or on other City-owned property.

2.2.4 Licensee must obtain the proper and necessary encroachment permit before Licensee begins any work or construction in the Public Rights-of-Way or on other City-owned property.

2.2.5 Unless otherwise required by applicable law, Licensee's must install and construct Licensee's System underground by trenching or boring conduit along with surface mounted hand holes for access to the fiber for splicing. This license permits Licensee's construction of its System within the Public Rights-of-Way or on other City-owned property. It is the Parties' intent that the Parties will work to minimize inconvenience to Chandler residents other Public Rights-of-Way users. Before Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the City for approval, which approval the City will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG Specs"), the City supplements to MAG Specs, all lawful and reasonable requirements of the City Utility Manual and must follow and comply with industry best practices and standards. As required by City specifications, all of Licensee's conduits must be placed outside of the Public Rights-of-Way or on other City-owned property wherever and whenever possible except as otherwise allowed by Microtrenching (defined below) standards approved by the City. Provided; however, Licensee must build the System in accordance with plans approved by the City.

2.2.6 Any changes to the System must be approved in writing by the City Engineer's designee, which approval will not be unreasonably withheld or delayed.

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

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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

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other licenses with the City to use the Public Rights-of-Way and on other City-owned property. Under Section 3.2(ii), Licensee must first provide written notice to the City of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement as provided in A.R.S. § 9-583(D). In the event the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement may proceed until the other entity enters a License with the City for use of the Public Rights-of-Way.

3.2.1 Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.2.2 Licensee may enter into agreements with third-party Communications Corporations in the ordinary course of business for the resale of Communications Services. Such agreements ("User Contracts") are subject to all requirements and provisions of this License.

3.3 Co-location. Licensee's installation of the System must be reasonably coordinated with other utility providers authorized by the City to have facilities in the City's right-of-way and the City to accommodate reasonably requested opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located as approved by the City Engineer.

3.4 Compliance with Laws.

3.4.1 Licensee must comply with all applicable laws as amended from time to time including but not limited to, the Chandler City Code, the Chandler Charter, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. Provided; however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.4.2 To the extent that Licensee uses the Public Rights-of-Way or other City-owned property to provide services other than intrastate calls through System, the use of the Public Rights-of-Way or other City-owned property is subject to the terms and conditions of this License and any applicable permits and laws.

3.5 Reports.

3.5.1 Upon request, Licensee will provide to City copies of any non-confidential communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with jurisdiction into any matters that directly affect this License.

3.5.2 In addition to the reports required in Section 4.2.3 of this License, upon City's request, Licensee will provide City with regular reports, as needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

3.6 Non-Interference.

3.6.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way and on other City-owned property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the City's jurisdiction as described in MAG, City supplements to MAG, and the City of Chandler Utility Manual. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both aboveground and underground within the City and furnish them to City within sixty (60) days of installation. Licensee must furnish such information in an electronic format compatible with the then current City electronic format.

3.6.2 Licensee must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Public Rights-of-Way and on other City-owned Property as

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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) $2.72 (for calendar year 2025) 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. Provided, however, Licensee must pay the amount of per linear foot for trench located in the Public Rights of-Way if Licensee has not received any Gross Revenue from Licensee's System for the applicable period. 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) $2.72 (for calendar year 2025) 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. Provided, however, Licensee must pay the amount of per linear foot for trench located in the Public Rights of-Way if Licensee has not received any Gross Revenue from Licensee's System for the applicable period.

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) $2.72 (for calendar year 2025) 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. Provided, however,

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Licensee must pay the amount of per linear foot for trench located in the Public Rights of-Way if Licensee has not received any Gross Revenue from Licensee's System for the applicable period.

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.

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:

Wyyerd Connect, LLC
Attn: Tim Gentry, SVP Finance & Treasurer
1601 29th St.
Ste. 1292 PMB 1042
Boulder, CO 80301

Invoicing contact information:
Submit invoices to: Tim.Gentry@wyyerd.com
Invoicing/Payment Questions: Tim.Gentry@wyyerd.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.

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.

4.9.4 Replenishing. The LOC and Bond must be structured in such a manner so that if the City at any time draws upon the LOC or Bond, upon notice to Licensee by the issuing lending institution in the case of a LOC or by the City in the case of a Bond, Licensee must immediately increase the amount of available credit or Bond amount by the amount necessary to replenish that portion of the available credit or Bond exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this LOC or Bond for any one event may not exceed $50,000. The intent of this Section is to always make available to the City a LOC or Bond in the amount of $50,000.

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.

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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 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.

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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."

(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.

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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

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

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injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Licensee's use of the Public Rights-of-Way or other City-owned property pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License by Licensee, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other City- owned property or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Licensee assumes the risk of all loss, damage or claims related to Licensee's use of the Public Rights-of-Way or other City-owned property, Licensee or third parties throughout the term of this License and the term(s) of all permits. Licensee must be responsible for all damage to its property and equipment related to this License unless caused by the negligence of the City or its agents or contractors.

7.11 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public rights-of-Way or City-owned property under this License to be covered by their own or Licensee's insurance as required by this License. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other City-owned property (such as Licensee's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the City by an ordinance or resolution passed by the Chandler City Council, which consent will not be unreasonably withheld, conditioned or delayed. Any license that is assigned or otherwise transferred pursuant to this Section must be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Sublicense Without Consent. The License must not be sublicensed , nor must any of the related rights or privileges be sublicensed pursuant to an assignment, sale or transfer, either in whole or in part, nor must title, either legal or equitable, or any right or property interest pass to or vest in any person other than Licensee, by act of the Licensee or 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

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License. Application by the Lender for approval of assumption of control or transfer must be subject to consent by the Chandler City Council that may not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person, or corporation, or other entities that operate cable television systems or fiber optics Communications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

8.6 Assignment and Sublicense Exceptions. Notwithstanding the foregoing, prior consent will not be required for (A) Licensee's provision of services to its customers using the System, or (B) any transfer to (1) any company which owns or controls, is owned or controlled by, or under common control with the Licensee; (2) to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this License; or (3) to any purchaser of all or substantially all of Licensee's Network Facilities in the City if the purchaser has the resources and ability to fulfill the obligations of this License. Provided that, no such transfer will be valid unless:

8.6.1 The proposed transferee has read, accepts, and agrees to be bound by the terms of the License.

8.6.2 The proposed transferee assumes all obligations, liabilities, and responsibility pursuant to the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer will not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Assignment Description. Prior to executing such assignment described in this Section 8, Licensee and the proposed assignee must submit to the City a description of the nature of the transfer and submit complete information regarding the effect of the assignment and transfer on the direct and indirect ownership and control of the Licensee. Licensee may be required to pay a new application fee of $3,000 to cover the legal, administrative, and other expenses related to every assignment and transfer (other than the sale of publicly traded stock) or to any request for a consent to assign or transfer.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This grant is not exclusive, and nothing herein contained may be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

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:

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10.2.1 Licensee's failure to comply with the traffic barricade manual or any other public health, safety, or welfare law or regulation authorized by or located in the Chandler City Code and that applies to Public Property.

10.2.2 Licensee's acts, errors, or omissions violate any term or condition of an encroachment permit issued to Licensee.

10.2.3 Licensee's failure to obtain the appropriate encroachment permit to perform work on Public Property.

10.3 City's Remedies for Licensee's Public Safety Violations. Upon the occurrence of any public safety violation or at any time thereafter, City may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (i) revoke any or all encroachment permits due to Licensee's failure to cure a Public Safety Event of Default as set forth in Section 10.1. The City's revocation does not terminate Licensee's obligations arising during the time simultaneous with or prior to the revocation, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of the encroachment permit; (iv) notwithstanding anything under this License to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by City or pledged or otherwise obligated to City by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) assert, exercise, or otherwise pursue at Licensee's expense, any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee; and (vii) impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's public safety violation (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by City, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The City may elect to draw upon the letter of credit or cash bond (as appropriate) to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

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

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License or otherwise for such public safety violation. For example, Licensee's obligation to pay Violation Use Fee does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fee.

10.5 Enforcement of Violation Use Fees: Appeal. The City Manager is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property through Violation Use Fees. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16. If the City determines that Licensee is liable for a Violation Use Fee, the City will issue to Licensee a notice of City's assessment of a Violation Use Fee to Licensee as provided in Section 14.16. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten days of the date of the City's notice or may appeal the notice of violation as provided in Chandler City Code § 1-7.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the City Manager is authorized to issue notices of violation of this License, prosecute such violations as provided in Chandler City Code sec.1-8, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by City to demand any performance required of Licensee under this License, and no acceptance by City of any imperfect or partial performances under this License, will excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by City of payments or other performances hereunder will be deemed a compromise or settlement of any right City may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by City or Licensee concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop City (or otherwise impair City's ability) to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

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

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Rights-of-Way and other City-owned property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way and other City-owned property to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way and other City-owned property without the consent of the City 180 days after the revocation of the License will be at the option of the City considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

SECTION 12. LICENSE REVOCATION, ALTERATION, SUSPENSION

In addition to the remedies set forth in Section 10, the City may revoke, alter, or suspend this License as follows.

12.1 License Events of Default. In addition to the remedies listed in C.C.C. chapter 46 and subject to these terms and conditions, this License may, after City Council consideration, be revoked, altered, or suspended by the City as the City deems necessary for any of the following events of default following the cure period specified in Section 12.2: (i) Licensee's failure to maintain any faithful insurance coverage, or pay any fees or taxes due and owing as required under this License; (ii) Licensee's failure to comply with an applicable law, rule, or regulation related to the System, this License, or as required by the appropriate regulatory authority; (iii) fraud by Licensee, in its conduct or relations under this License; (iv) Licensee's willful or grossly negligent violation of this License; (v) Licensee's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Licensee's activities and services as contemplated in this License; (vi) permanent or temporary suspension of Licensee's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Licensee to own, operate, maintain, or construct the System; (vii) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due; (viii) If City incurs any liability, obligation, damage, cost, expense, or other claim of any description for which is not liable and for which Licensee is obligated pursuant to this License to indemnify, defend, and hold harmless the City, unless Licensee gives prompt statement or notice to City of Licensee's commitment to indemnify, defend, and hold City harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold City harmless against such claim to the extent required under this License, unless Licensee believes in good faith that it is not obligated to indemnify, defend and hold the City harmless; and (ix) Licensee is found liable under Section 10 for five (5) public safety violations within a period of twelve (12) consecutive months.

12.2 Additional Cure Period. Due to the gravity of the license events of default listed in Section "12.1", Licensee is provided additional time (when compared to Section 10) to cure these events of default. If any of the foregoing events in Section "12.1" occur, Licensee must cure the default within 60 days after receipt of notice from the City. Licensee will be held in material breach under this Section "12": (i) if Licensee fails to cure the license event of default listed in Section "12.1" within 60 days after notice from the City; or (ii) if a license event of a default listed in 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

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deems necessary and prudent related to this License. Licensee will retain all legal remedies should it choose to contest the City's proposed action.

12.4 Removal of Facilities. Upon revocation of this License, the City may declare a forfeiture, whereupon all rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and other City-owned property and restore the Public Rights-of-Way and other City-owned property to the condition as existed prior to the removal of the structure or property. Upon Licensee's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Licensee. At the City's option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way and other City-owned property must be restored to a condition as existed before the removal of the structures or property.

SECTION 13. EFFECT OF EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter good-faith negotiations with the City or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully required to allow Licensee to continue use of the Public Rights-of-Way and other City-owned property.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way and other City-owned property after the expiration of this License, the Licensee's hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the City upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the City.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the City Manager has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all the remedies included in this License.

14.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the City.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121 et seq.).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of 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

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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, 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:
Wyyerd Connect, LLC
Attn: Scott Beer
1601 29th St.
Ste. 1292 PMB 1042
Boulder, CO 80301

With a copy to:
Wyyerd Connect, LLC
Attn: Legal Department
1601 29th St.
Ste. 1292 PMB 1042
Boulder, CO 80301

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

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With a copy to:

Office of the City Attorney
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as evidenced by the certified mail receipt. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by certified mail to the recipient at the above address.

14.17 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.18 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Licensee with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A – Service Area
Exhibit B – Form Letter of Credit

14.19 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

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.

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14.22 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.23 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the City, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, pandemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

14.24 On-Call Assistance. Licensee or its agents must be available 24 hours a day, seven days a week to City staff of any City department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

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

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

14.27 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's 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.

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At a minimum, Licensee must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by Licensee or its agents in connection with this License is believed to have been compromised, Licensee or its agents must immediately notify the City contact. Licensee agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.30 Public Emergency. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director or Water Services Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the City or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the City of the public emergency and the action taken by the City as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

14.31 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensees facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the License or proof of membership must be filed with the City.

14.32 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out Licensee's payment obligations under this License (collectively "Records") are subject at all reasonable times to inspection and audit by the City including for three years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Maricopa County, Arizona.

14.33 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

Remainder of page left blank intentionally

Docusign Envelope ID: 59495B70-D468-447E-923F-58F7B8518636

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

WYYERD CONNECT, LLC a Delaware limited liability company

By: Travis Nance

Travis Nance
Name of Authorized Signer

Title: COO

ATTEST:

Name and Title

Docusign Envelope ID: 59495B70-D468-447E-923F-58F7B8518636

EXHIBIT A
SERVICE AREA

Docusign Envelope ID: 59495B70-D468-447E-923F-58F7B8518636

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.

Docusign Envelope ID: 59495B70-D468-447E-923F-58F7B8518636

FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__

Letter of Credit No.:_____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

Docusign Envelope ID: 59495B70-D468-447E-923F-58F7B8518636

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[*Issuer's name*]
[*signature*]
_____
Authorized Signature

_____ [bank name] _____, a _____

By _____ [bank officer's signature] _____

_____ [bank officer's name printed] _____

Its _____ [bank officer's title] _____

Phone: ___ [bank officer's phone number] _____

Docusign Envelope ID: 59495B70-D468-447E-923F-58F7B8518636

ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-035

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
From: Darsy Smith, City Planner
Subject: ANX24-0004 South of the Southwest Corner of Ocotillo Road and Basha Road
Introduction and Tentative Adoption of Ordinance No. 5145
Request: Annexation of four parcels totaling approximately 18.64 acres and initial City Zoning
Location: South of the southwest corner of Ocotillo Road and Basha Road
Applicant: Brennan Ray; Ray Law Firm

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5145 approving ANX24-0024, annexing 18.64 acres in an area south of the southwest corner of Ocotillo Road and Basha Road, and approving initial City Zoning, as recommended by Planning staff.

Background Data:

- Located south of the southwest corner of Ocotillo Road and Basha Road
- The annexation includes four (4) parcels located in Maricopa County for a total area of approximately 18.64 net acres to be annexed
- The four (4) parcels are zoned RU-43 within Maricopa County
- Upon annexation, the initial city zoning will be Agricultural District (AG-1) for the four parcels
- A Rezoning and Preliminary Development Plan for a 107-lot single-family subdivision (PLH25-0016 Havenwood) accompanies this request as a subsequent item on this Council agenda
- Annexation public hearing conducted by City Council on November 13, 2025

Surrounding Land Use Data:

North	Townhomes	South	Snedigar Park
East	Goodyear canal then Basha Road	West	Single-family homes

General Plan and Area Plan Designations:

General Plan	Neighborhoods
Ocotillo Master Plan	Existing Basha's facility

Utility Service

The City of Chandler will provide water and wastewater to the subject property.

Staff Comments

Staff circulated this request among City departments and received no negative comments to the property's annexation.

Attachments

Ordinance 5145
Legal Description
Vicinity Maps

ORDINANCE NO. 5145

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 9, CHAPTER 4, ARTICLE 7, BY ANNEXING THERETO TERRITORY COMPRISING APPROXIMATELY 18.64 ACRES, AND AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY ESTABLISHING INITIAL CITY ZONING BY DESIGNATING THE NEWLY ANNEXED TERRITORY AS AN AGRICULTURAL DISTRICT (AG-1), LOCATED SOUTH OF THE SOUTHWEST CORNER OF OCOTILLO AND BASHA ROADS.

WHEREAS, a petition has been presented to the City Council of the City of Chandler signed by the property owners of at least one-half of the value of the real and personal property as would be subject to taxation by the City in the event of annexation and by more than one-half of the property owners within the territory and land hereinafter described as shown by the last assessment of said property, asking that the property be annexed to the City of Chandler; and

WHEREAS, the territory proposed for annexation is contiguous to the City of Chandler and not now embraced within its limits; and

WHEREAS, a blank petition was filed on October 24, 2025, with the Maricopa County Recorder, the 30-day waiting period ended on November 23, 2025, a Public Hearing was held on November 13, 2025, after proper notice was given, and the petition was circulated thereafter and signed; and,

WHEREAS, the City Council desires to comply with the petition and extend the corporate limits of the City to include the proposed territory; and,

WHEREAS, the petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed by the City and had attached thereto at all times an accurate map of the territory proposed to be annexed; and,

WHEREAS, no additions or alterations increasing or decreasing the territory sought to be annexed have been made after the petition had been signed by any owner of real and/or personal property in the territory; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the Office of the City Clerk, together with the original petition; and

WHEREAS, the City may elect to provide regular fire department services to a newly annexed area under A.R.S. § 48-813(A).

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the following described territory is annexed to the City of Chandler and that the present corporate limits are extended and increased to include the following described territory contiguous to the present City limits:

See Attached Exhibit 'A' Annexation Map and Legal Description

Section 2. Pursuant to A.R.S. § 48-813(A), the City will provide fire department services to the property depicted in Exhibit A as is generally provided to other residents within the city. The services shall take effect on the first day of July following the date on which this annexation becomes final as set forth in Section 6 below, without further action by the City Council.

Section 3. The existing zoning of the annexed territory is Rural-43 (RU-43) in Maricopa County, and the territory upon annexation is hereby zoned Agricultural (AG-1) District within the City of Chandler, which provides for densities and uses no greater than those permitted within the RU-43 District of Maricopa County.

Section 4. The Clerk is hereby instructed to file and record a copy of this Ordinance, together with an accurate map of the annexed territory, certified by the Mayor, in the Office of the County Recorder of Maricopa County, Arizona.

Section 5. The Development Services Department of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of the Zoning Code in compliance with this ordinance.

Section 6. This ordinance shall take effect, and the annexation of the subject property shall become final, 30 days after this Ordinance is adopted.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2025.

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. 5145 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____day of __ _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

Exhibit A to Ordinance 5145

LEGAL DESCRIPTION
FOR
Havenwood Manor – Annexation

The land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

That portion of the Northeast quarter of Section 20, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:
COMMENCING at the Southeast corner of said Northeast quarter;

Thence North 00 degrees 58 minutes 25 seconds East (assumed bearing), along the East line of said Northeast quarter, 657.52 feet;

Thence North 89 degrees 48 minutes 27 seconds West, parallel with the North line of the South half of said Northeast quarter, 35.00 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 48 minutes 27 seconds West, 362.00 feet;

Thence North 89 degrees 06 minutes 36 seconds West, 376.97 feet;

Thence North 00 degrees 58 minutes 25 seconds East, 1,095.41 feet;

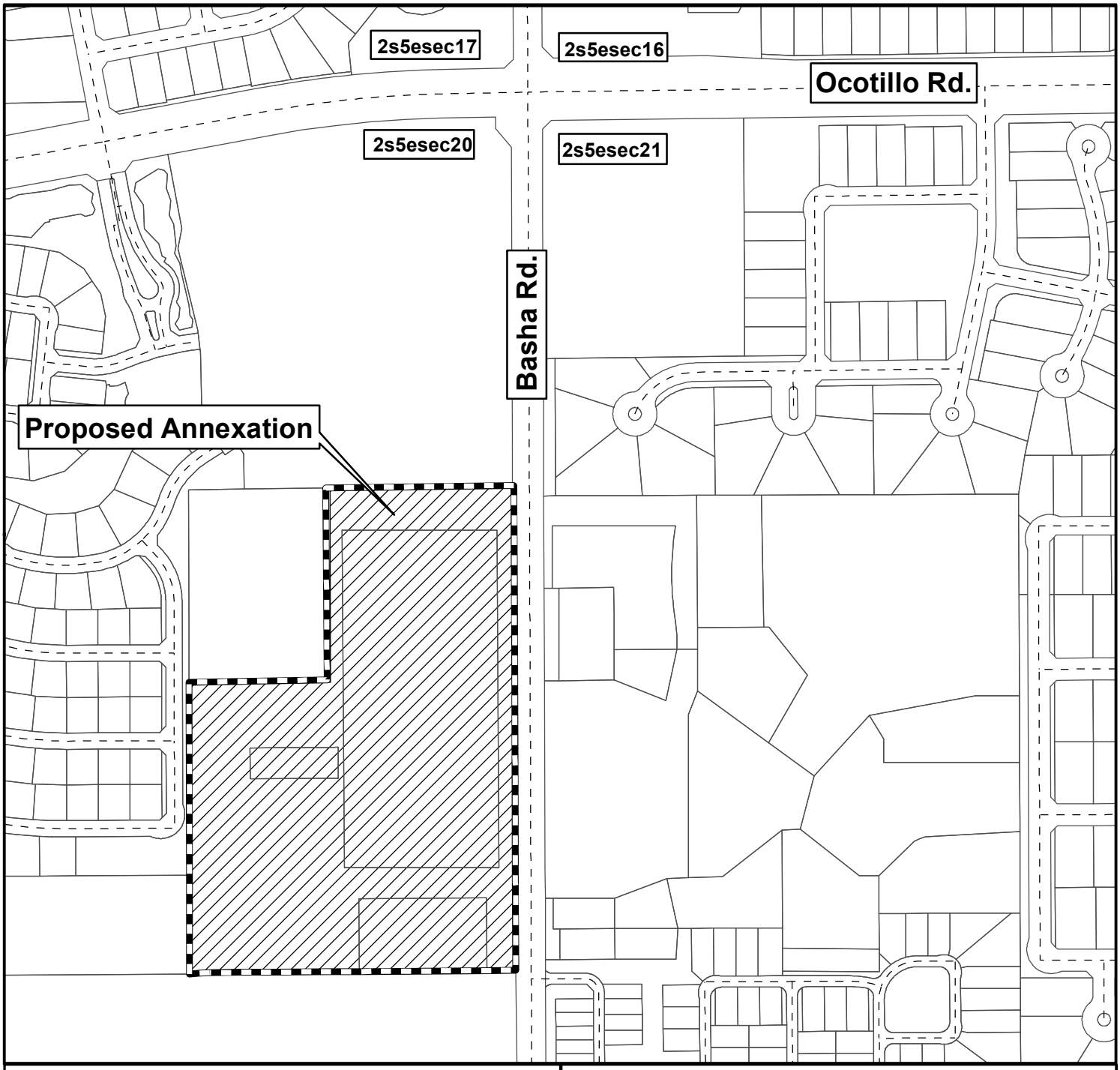
Thence South 89 degrees 48 minutes 27 seconds East, 739.00 feet;

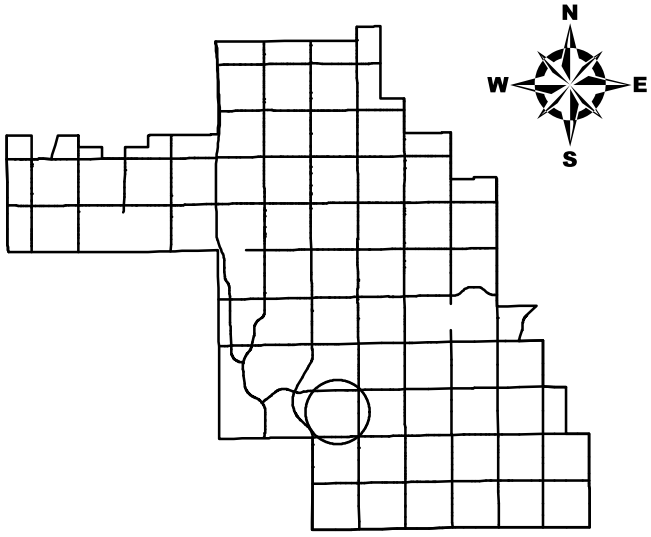
Thence South 00 degrees 58 minutes 25 seconds West, 1,100.00 feet to the POINT OF BEGINNING.

EXCEPT, any land previously annexed by Ordinance Number 4221 as recorded in documents 20100904545 Maricopa County Recorder's Office, together with Ordinance Number 1188, as recorded in documents 19880470631 and 19830206019 Maricopa County Recorder's Office.



3engineering
planning civil engineering surveying
6370 E. Thomas Road, Suite #200, Scottsdale, Arizona 85251
Phone (602) 334-4387 · Fax (602) 490-3230 · www.3engineering.com
3 engineering job # 5357 · Date: October 22, 2025





City of Chandler 11/20/2025

Annexation Map

Ordinance No.5145

Proposed Annexation

South of the Southwest Corner of Ocotillo Road and Basha Road

Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A

LEGAL DESCRIPTION
FOR
Havenwood Manor – Annexation

The land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

That portion of the Northeast quarter of Section 20, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:
COMMENCING at the Southeast corner of said Northeast quarter;

Thence North 00 degrees 58 minutes 25 seconds East (assumed bearing), along the East line of said Northeast quarter, 657.52 feet;

Thence North 89 degrees 48 minutes 27 seconds West, parallel with the North line of the South half of said Northeast quarter, 35.00 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 48 minutes 27 seconds West, 362.00 feet;

Thence North 89 degrees 06 minutes 36 seconds West, 376.97 feet;

Thence North 00 degrees 58 minutes 25 seconds East, 1,095.41 feet;

Thence South 89 degrees 48 minutes 27 seconds East, 739.00 feet;

Thence South 00 degrees 58 minutes 25 seconds West, 1,100.00 feet to the POINT OF BEGINNING.

EXCEPT, any land previously annexed by Ordinance Number 4221 as recorded in documents 20100904545 Maricopa County Recorder's Office, together with Ordinance Number 1188, as recorded in documents 19880470631 and 19830206019 Maricopa County Recorder's Office.



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6370 E. Thomas Road, Suite #200, Scottsdale, Arizona 85251
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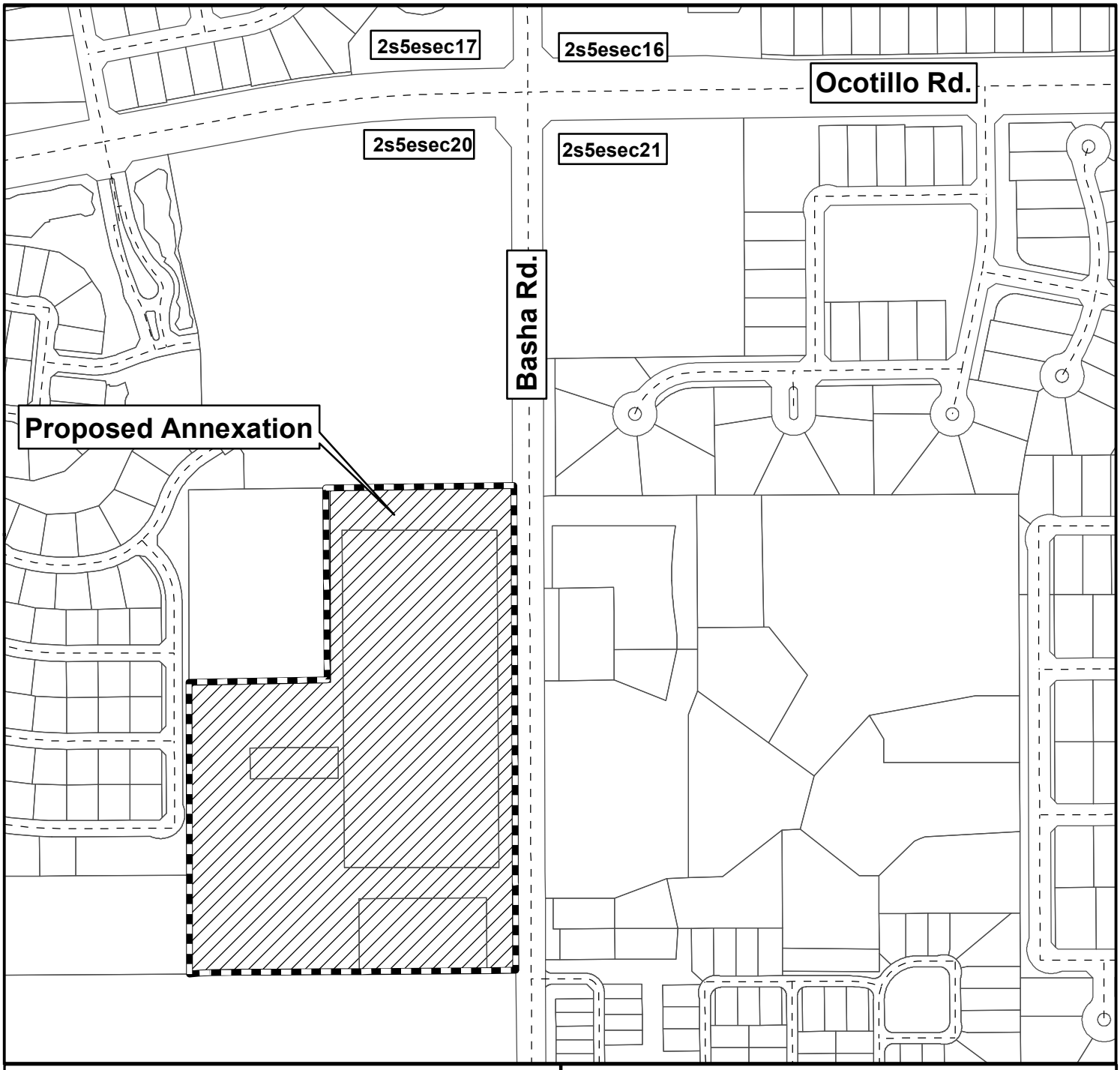
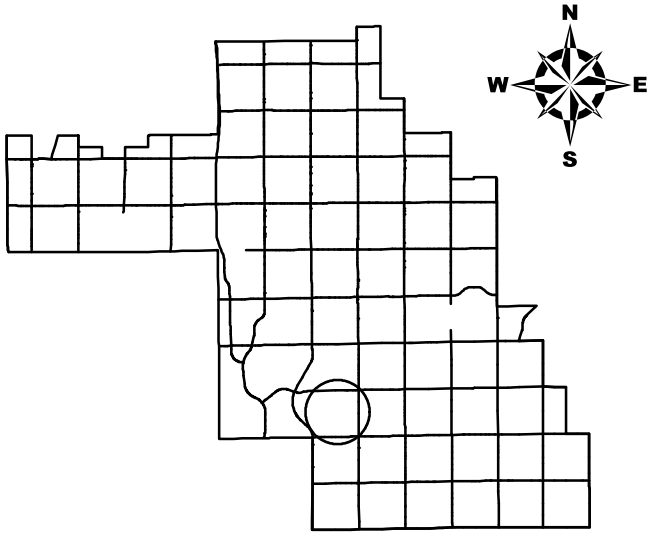
3 engineering job # 5357 · Date: October 22, 2025





City of Chandler 11/20/2025

Annexation Map

Ordinance No.5145

Proposed Annexation

South of the Southwest Corner of Ocotillo Road and Basha Road

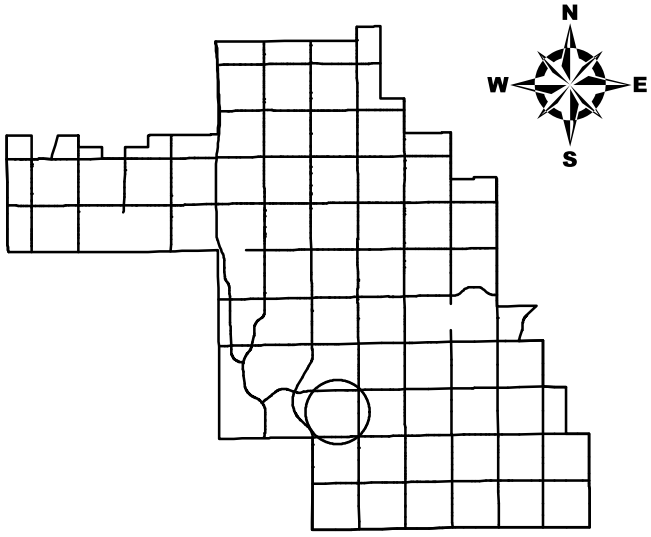
Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A





City of Chandler 11/20/2025

Annexation Map

Ordinance No.5145

Proposed Annexation

South of the Southwest Corner of Ocotillo Road and Basha Road

Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-034

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
From: Darsy Smith, City Planner
Subject: PLH25-0016/ PLH25-0017/ PLT25-0006 Havenwood Manor
Request: Area Plan Amendment to the Ocotillo Master Plan from Existing Basha's Facility to Single-Family uses

Rezoning from Agricultural (AG-1) district to Planned Area Development (PAD) for single-family residential

Preliminary Development Plan approval for subdivision layout and housing product

Preliminary Plat approval for a 107-lot single-family subdivision on approximately 18.64 net acres
Location: 1/4 mile South of the Southwest Corner of Ocotillo Road and Basha Road
Applicant: Brennan Ray; Ray Law Firm

Proposed Motion:

Area Plan Amendment

Move City Council pass and adopt Resolution No. 5964 Ocotillo Master Plan Amendment from Existing Basha's Facility to Single-Family uses, approving PLH25-0017 Havenwood Manor as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5144 approving PLH25-0016 Havenwood Manor, Rezoning from AG-1 to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH25-0016 Havenwood Manor for subdivision layout for 107 homes and housing product, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT25-0006 Havenwood Manor, subject to the condition recommended by Planning and Zoning Commission.

Background Data:

- Subject site approximately 18.64 net acres and zoned RU-43 within Maricopa County
- Site originated in 1932 as the Basha's General Store and later being converted to a Basha's distribution center
- The subject site is adjacent to the historic Goodyear Canal, which was approved in 2023 as a Historical Preservation District Landmark zoning overlay, which will remain untouched
- Upon annexation, parcel will be given initial city zoning of AG-1 (Agricultural District)
- General Plan designates the site as Neighborhoods
- The Area Plan Amendment is to amend the Ocotillo Master Plan designates the site as The Existing Basha's Facility to Single-Family uses
- Project consists of 107 single-family lots totaling 5.7 du/ac

Surrounding Land Use Data:

North	Townhomes (8.7 du/ac)	South	Snedigar Park
East	Basha Road	West	Single-Family Homes (3.39 du/ac)

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change
Ocotillo Master Plan	Existing Basha's Facility	Single-Family uses

Proposed Development

	Gated single-family subdivision
Number of Lots	107
Proposed Density	5.7 du/ac

Building Setbacks (min.)	Front: 20 ft from Back of Sidewalk Side: Min. 5 ft Rear: 10 ft Accessory Structure minimum 5 ft
Typical Lot Size	40 ft by 100 ft (4,000 sq ft)
Building Height	All two-story, max 30 ft
Maximum Lot Coverage	60%
Square Footage of Proposed Houses	2,349- 2,762 square feet
Proposed Architectural Themes	4 (Spanish, Farmhouse, Craftsman, and Contemporary)
Number of Floor Plans	4
Provided Parking	• Each lot provides a two-vehicle garage and a driveway with sufficient space for parking two additional vehicles • On-street parking is provided on one side of street

Review and Recommendation

Planning staff has reviewed the request and supports the proposal, citing consistency with the General Plan. The proposal is consistent with policies of the General Plan which call for a variety of housing choices and a compatible mix of housing types within the Neighborhood designation. The request for 5.7 dwelling units per acre falls under the medium-density residential category within the neighborhoods section of the general plan, which may be considered for infill parcels in areas located between land uses of different intensities on sites adjacent to a regional park/ major recreation facilities.

The proposed subdivision honors the heritage of the Basha's facility, which operated as the corporate office for the Basha family and grocery chain of stores by including a plaque on the interprative sign in memory of the historical site adjacent to the pedestrian walking path at the southeast corner of the site. The historic Goodyear Canal will remain intact with no additional driveways added or palm trees removed to protect the historic nature of the canal. The proposal takes special consideration to the Goodyear Canal matching the sidewalk and wall plan of Echelon at Ocotillo to the north.

The proposed development offers a for-sale housing product that will bring more

"missing middle" housing options to the market. Havenwood Manor will provide a variety of floor plans with multiple architectural themes allowing for diverse housing throughout the 107-lot subdivision. The community offers 20% open space with a walking path that surrounds the subdivision, that also provides additional buffer from the adjacent neighborhoods.

For these reasons, staff finds the proposal to be consistent with the goals and objectives of the General Plan.

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.
- An in-person meeting was held on September 29, 2025. The applicant's team, Planning staff, and 17 residents attended the neighborhood meeting. Adjacent neighbors had concerns about increased traffic, density, and general questions.
- Planning staff has been contacted by one resident with general questions and two residents in support. As of the writing of this memo, Planning staff is aware of five residents in opposition to the request due to the increased traffic and density being proposed. Attached is one letter in support, and two letters in opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting November 19,2025
Motion to Approve

In Favor: 5 Opposed: 0 Abstain: 1 (Schwarzer)

At the Planning and Zoning Commission Study Session, Chair Heumann added one additional rezoning stipulation identified as No. 7. The stipulation was to ensure that all future homeowners are informed in their CC&R's that they are adjacent to the existing Snedigar Sports Complex and dog park. Chair Heumann added two preliminary development plan stipulations as identified as No. 9 and 10. To limit the same floor plan and elevation being located adjacent to each other for lots 52-57, and to require a silhouette of the water tower on the interpretive sign. The applicant agreed to the additional stipulation.

During the Regular Meeting, three residents spoke regarding increased traffic concerns along Basha Road and intensifying the area.

Recommended Conditions of Approval

Area Plan Amendmment

Planning and Zoning Commission recommends the City Council approve the Area Plan Amendment to the Ocotillo Master Plan from existing Basha's facility to single-family residential.

Rezoning

Planning and Zoning Commission recommends the City Council approve Rezoning from AG-1 to PAD for single-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet entitled “Havenwood Manor” and kept on file in the City of Chandler Planning Division, in File No. PLH25-0016, 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. 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.

3. 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.

4. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

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. Minimum setbacks shall be as provided below and further detailed in the development booklet:

Front yard setback	20 ft. from property line 13 ft. from property line to livable
Side yard setbacks	Min. 5 ft.
Rear yard setbacks	10 ft. Accessory Structure minimum 5 ft.

7. Prior to the time of making any lot reservations or subsequent sales agreements for lots, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby to the existing Snedigar Sports Complex and dog park that may cause adverse noise, odors, and other externalities. The “Public Subdivision Report”, “Purchase Contracts”, CC&R’s, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to an existing sports complex and dog park. The disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

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 "Havenwood Manor" and kept on file in the City of Chandler Planning Division, in File No. PLH25-0016, 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 same elevation shall not be built side-by-side or directly across the street from one another.

3. The site shall be maintained in a clean and orderly manner.

4. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

5. The covenants, conditions and restrictions (CC & R's) to be filed and recorded with the subdivision shall mandate the installation of front yard landscaping within 180 days from the date of occupancy with the

homeowners' association responsible for monitoring and enforcement of this requirement.

6. 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.

7. Each garage shall be pre-wired to provide 240V electrical capacity necessary to accommodate future electric vehicle charging equipment.

8. 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.

9. For Lots 52-57 adjacent to Basha Road, the same elevation and floor plan shall not be built side-by-side.

10. The developer shall include a silhouette of a water tower on the Interpretive Sign.

Preliminary Plat
Planning and Zoning Commission recommends the City Council approve 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.

Attachments

Ordinance 5144
Resolution 5964
Vicinity Maps
Development Booklet
Ocotillo Master Plan
Letter of Support
Letters of Opposition

ORDINANCE NO. 5144

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 AGRICULTURAL (AG-1) DISTRICT TO PLANNED AREA DEVELOPMENT (PAD) FOR SINGLE-FAMILY RESIDENTIAL IN CASE PLH25-0016 (HAVENWOOD MANOR) LOCATED SOUTH OF THE SOUTHWEST CORNER OF OCOTILLO AND BASHA ROADS 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 AG-1 to PAD for single-family homes, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet entitled "Havenwood Manor" and kept on file in the City of Chandler Planning Division, in file No. PLH25-0016, modified by such conditions included at the time the Booklet was approved by the City of Chandler Council and/or as thereafter amended, modified, or supplemented by Chandler City Council.

2. 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.

3. 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.

4. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the Chandler Transportation Plan.

6. Minimum setbacks shall be provided below and further detailed in the development booklet:

Front yard setback	20 ft from property line 13 ft from property line to livable
Side yard setbacks	Min. 5 ft.
Rear yard setbacks	10ft. Accessory structure minimum 5 ft.

7. Prior to the time of making any lot reservations or subsequent sales agreements for lots, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby to the existing Snedigar Sports Complex and dog park that may cause adverse noise, odors and other externalities. The "Public Subdivision Report," "Purchase Contracts," CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to an existing sports complex and dog park. The disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

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 _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2026.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5144 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2026, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

Exhibit A to Ordinance 5144

LEGAL DESCRIPTION
FOR
Havenwood Manor

The land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

PARCEL NO. 1:

That portion of the Northeast quarter of Section 20, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows: COMMENCING at the Southeast corner of said Northeast quarter;

Thence North 00 degrees 58 minutes 25 seconds East (assumed bearing), along the East line of said Northeast quarter, 657.52 feet;

Thence North 89 degrees 48 minutes 27 seconds West, parallel with the North line of the South half of said Northeast quarter, 35.00 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 48 minutes 27 seconds West, 362.00 feet;

Thence North 89 degrees 06 minutes 36 seconds West, 376.97 feet;

Thence North 00 degrees 58 minutes 25 seconds East, 1,095.41 feet;

Thence South 89 degrees 48 minutes 27 seconds East, 739.00 feet;

Thence South 00 degrees 58 minutes 25 seconds West, 1,100.00 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

An easement for ingress and egress, pursuant to those certain easements recorded April 20, 1989, in Document No. 89-181123 and Document No. 89-181130, records of Maricopa County, Arizona, over and across the following described property:

That portion of the Northeast quarter of Section 20, Township 2 South, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows: COMMENCING at the Southeast corner of said Northeast quarter;

3 engineering
planning civil engineering surveying
6370 E. Thomas Road, Suite #200, Scottsdale, Arizona 85251
Phone (602) 334-4387 · Fax (602) 490-3230 · www.3engineering.com

Thence North 00 degrees 58 minutes 25 seconds (assumed bearing) along the East line of said Northeast quarter, a distance of 657.52 feet;

Thence North 89 degrees 48 minutes 27 seconds West parallel to the South line of the Northeast quarter of said Northeast quarter of Section 20, a distance of 12.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 48 minutes 27 seconds West, 23.00 feet;
Thence North 00 degrees 58 minutes 25 seconds East parallel with and 35.00 feet West of said East line of the Northeast quarter, 1,100.00 feet;

Thence South 89 degrees 48 minutes 27 seconds East, 23.00 feet;

Thence South 00 degrees 58 minutes 25 seconds West parallel with and 12.00 feet West of said East line, 1,100.00 feet to the TRUE POINT OF BEGINNING.



RESOLUTION NO. 5964

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AMENDMENT TO THE "OCOTILLO MASTER PLAN" FROM EXISTING BASHAS FACILITY TO SINGLE-FAMILY RESIDENTIAL ON PROPERTY LOCATED SOUTH OF THE SOUTHWEST CORNER OF OCOTILLO AND BASHA ROADS.

WHEREAS, an interest has been expressed in seeking approval of a rezoning request, pending approval of an Area Plan amendment, for a particular development proposal located south of the southwest corner of Ocotillo and Basha Roads; and

WHEREAS, the Land Use policies within the Chandler General Plan adopted by the City Council on April 14, 2016, encourage the preparation of Area Plans that address distinct characteristics and support unique land use planning for each area; and

WHEREAS, an existing area plan, the Ocotillo Master Plan, has been adopted for the area generally bounded by Ocotillo Road, Chandler Heights Road, Dobson Road and Basha Road;

WHEREAS, the applicant prepared this amendment to the existing Ocotillo Master Plan; and

WHEREAS, such an amendment, covering a portion of the adopted Area Plan including a map has been prepared by the applicant for consideration by the City Council after having received public input from the Planning and Zoning Commission and property owners at a previous public hearing;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the attached map exhibit, an Amendment to the San Tan Area Plan, as presented to the Planning and Zoning Commission and approved at their public hearing held on February 19, 2025, and adopts the guideline for future rezoning and development for the area described within it.

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 Resolution No. 5964 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

L:\25000143 - Basha & Ocotillo (K. Hoy)\06 PLANNING\02 CAD\03 SITE PLANS\RVi-0143-BASHA PLANNED AREA DEVELOPMENT.dwg

Map Exhibit for Resolution 5964

DVR06-0051/DVR06-0052

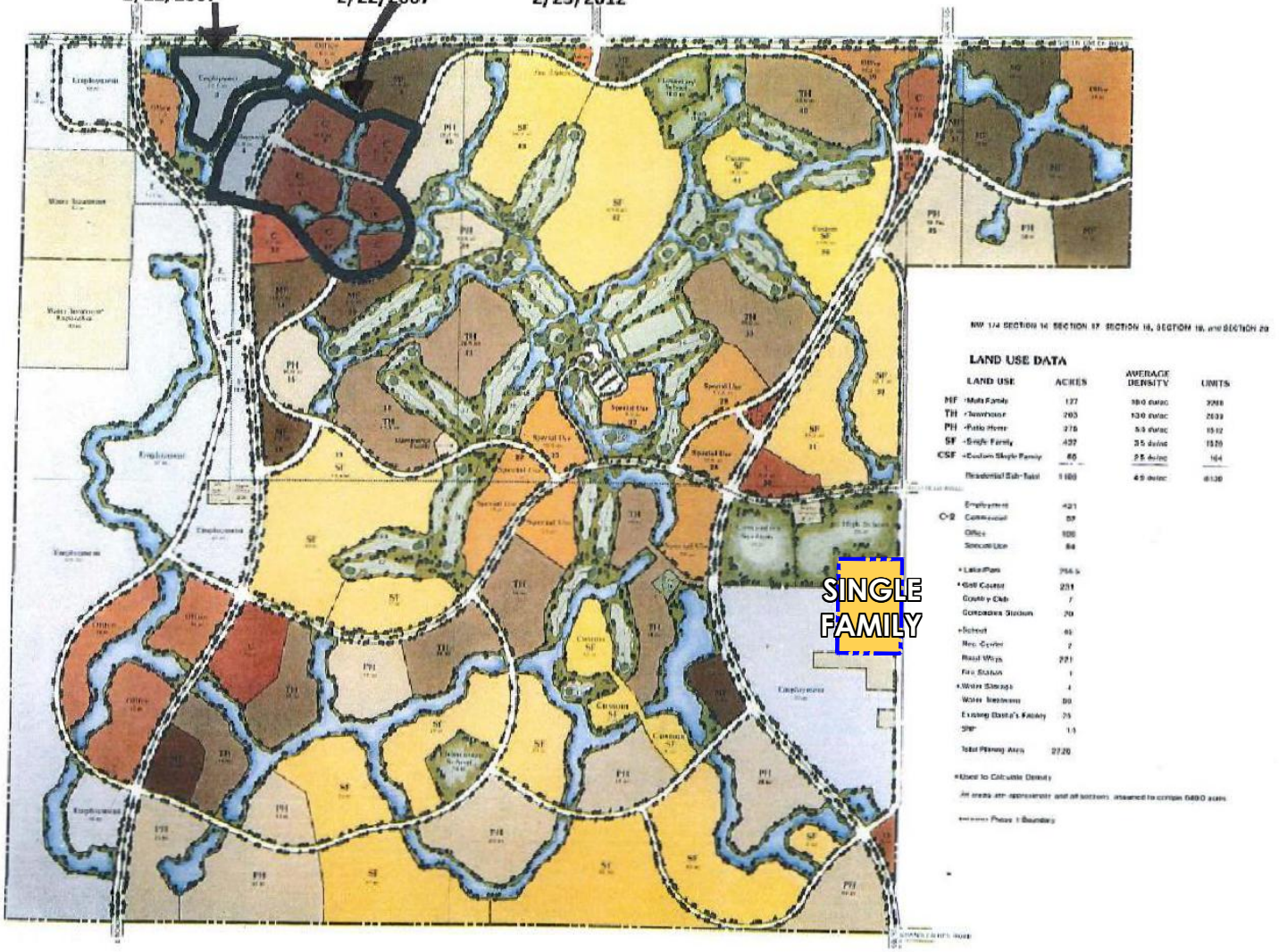
Ocotillo
Master Plan

Downtown Ocotillo
DVR06-0051
Ordinance: 3889
Resolution: 4044
2/22/2007

Waters at Ocotillo
DVR06-0052
Ordinance: 3890
Resolution: 4045
2/22/2007

&

DVR11-0035
Ordinance: 4349
Resolution: 4577
2/23/2012



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Scottsdale, Arizona 85251
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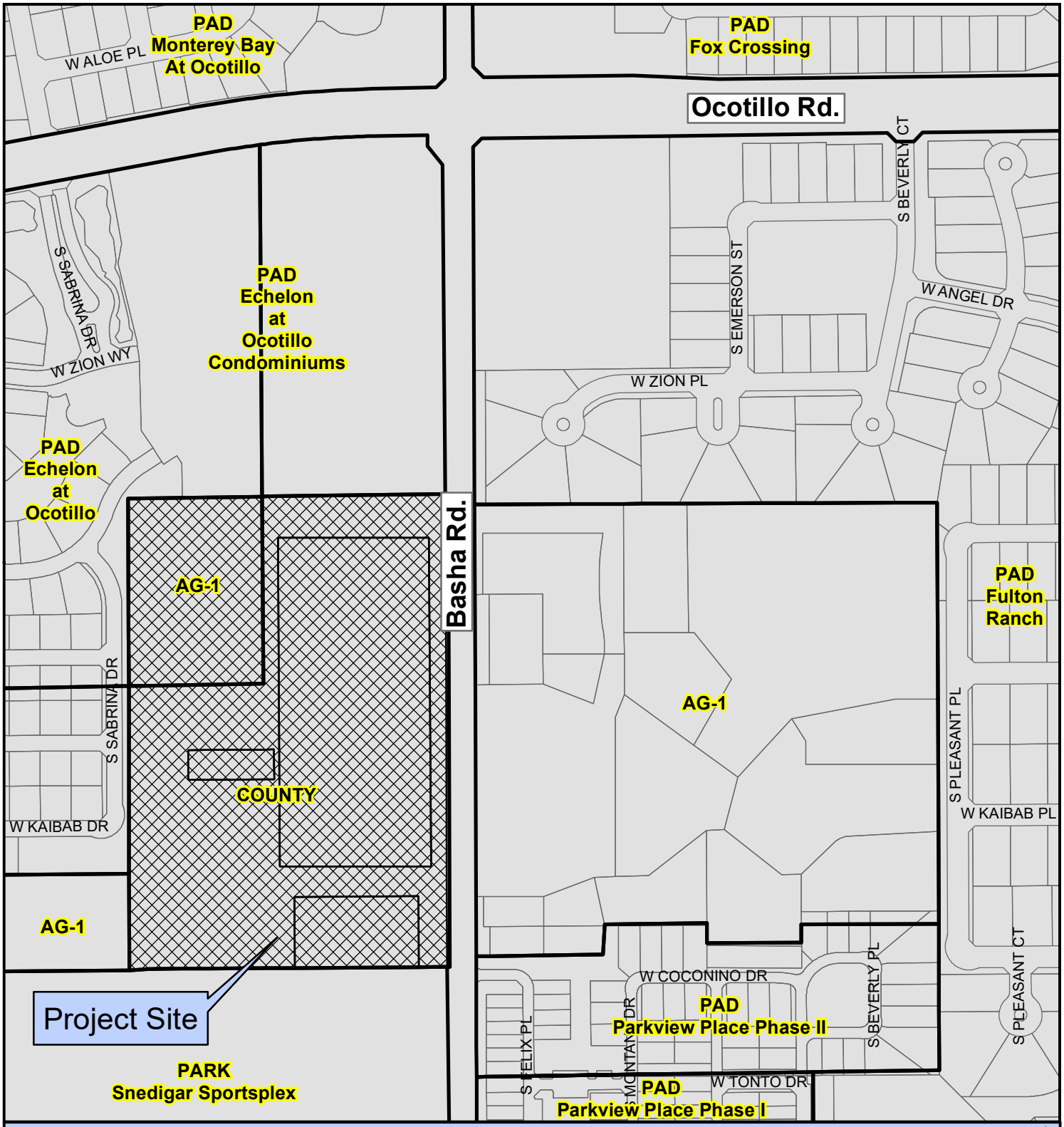
EXHIBIT 3 • **PROPOSED OCOTILLO MASTER PLAN**

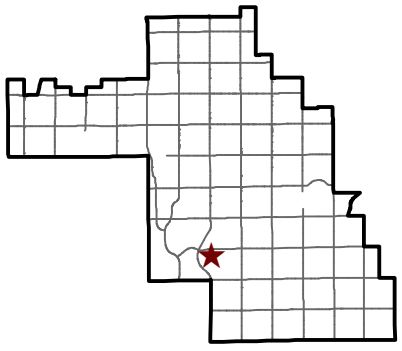
CHANDLER, AZ
2025-09-10
25000143
K. HOVNANIAN

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.



PLH25-0016/PLH25-0017/PLT25-0006 Havenwood Manor

Proposed Project Details
Request Area Plan Amendment/ Rezoning from Agricultural (AG-1) district to Planned Area Development (PAD) for single-family residential/ Preliminary Development Plan approval for subdivision layout and housing product approval for a 107-lot single-family subdivision



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH25-0016/PLH25-0017/PLT25-0006 Havenwood Manor

Proposed Project Details
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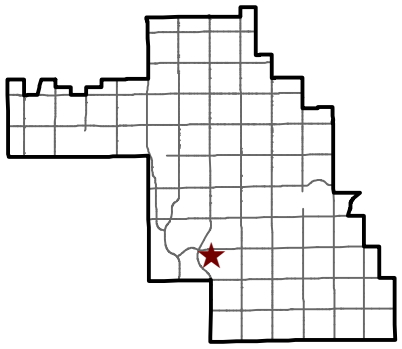

CHANDLER arizona

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chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

HAVENWOOD MANOR

PAD/PDP/PRELIMINARY PLAT NARRATIVE

1ST SUBMITTAL: MAY, 2025
2ND SUBMITTAL: SEPTEMBER, 2025
3RD SUBMITTAL: OCTOBER, 2025



PRESENTED BY:

RVi
Open the Outdoors

K. Hovnanian Homes

RA
RAY LAW FIRM

3

APPLICANT TEAM

APPLICANT
K Hovnanian
Mark Graminske
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Phone: 480.824.4145

LAND PLANNING
RVi Planning + Landscape Architecture
Jessica Miller
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Scottsdale, AZ 85251
Phone: 480.586.2349
Email: jmiller@rviplanning.com

ATTORNEY
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Brennan Ray
Email: bray@raylawaz.com
Phone: 602.558-9934

ENGINEER
3engineering
Matt Mancini
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Scottsdale, AZ 85251
Phone: 602.334.4387
Email: matt@3engineering.com

1. INTRODUCTION

Continuing to build on their reputation of building high-quality single-family communities, K. Hovnanian Homes ("K Hovnanian"), is the proposed developer of approximately 19.85± gross (18.64± net) acres located south of the southwest corner of Basha Road and Ocotillo Road (the "Site") as shown in ***Figure 1: Context Aerial***. K. Hovnanian intends to develop the Site with 107 single-family lots, a density of approximately 5.74 du/ac, that will be known as "Havenwood Manor." The challenging, infill property is ideally suited for a residential development. The proposed development offers a housing product which brings the highly demanded but often overlooked "Missing Middle" housing option to the market.

2. REQUEST

To achieve this, K Hovnanian requests:

- Zoning the Site Planned Area Development (PAD) for single-family residential,
- Preliminary Development Plan (PDP) for subdivision layout and housing product, and
- Preliminary Plat approval.

Simultaneous with these requests, approximately 15.4 acres of the Site that lies within unincorporated Maricopa County will be annexed into the City of Chandler (the "City").

3. SITE BACKGROUND & CONTEXT

The Site was previously utilized as the corporate office for the Basha's family and grocery chain of stores. Since selling the stores in 2022, the corporate offices are no longer necessary. A portion of the Site is zoned AG-1 and the unincorporated parcels are zoned RU-43 in Maricopa County. The Site is surrounded on two sides by Echelon a residential development consisting of single-family homes (west) and townhomes (north). Immediately south is the City's Snedigar Sports Complex. To the east, across Basha Road, exists a variety of uses including a day school, vacant land, and residential uses, all zoned AG-1. The Basha Road frontage has been designated Historical by the City to protect the canal and palm trees running parallel to the road.

4. GENERAL PLAN DESIGNATION

The City's General Plan designates the Site as 'Neighborhood'. K Hovnanian's requests are supported by the following goals and policies of the General Plan:

- Land Use & Development Policy 1.1.1(f) Encourage compatible infill projects.
- Housing & Neighborhoods Policy 1.1.2 (a), 1.1.2 (b), 1.1.2 (c) Provide for a variety of housing choices for all income levels and promote a compatible mix of housing types in infill areas. Encourage a range of housing types within walking distance of schools and other community facilities (e.g, recreation spaces).
- Growth Areas: It is important to note that there are infill lots and parcels that will be redeveloped outside of these growth areas. Chandler encourages infill and redevelopment to occur in appropriate areas throughout Chandler.
- Infill: Development of vacant lands in predominantly built-up portions of the community or redevelopment of properties that are underutilized so as to make the most efficient use of existing infrastructure and attain higher economic return from real estate.

5. PROPOSED AREA PLAN AMENDMENT

K. Hovnanian requests an Area Plan Amendment to update the Ocotillo Master Plan to modify the site's designation of "Existing Basha's Facility" to "Single-Family uses". This amended designation is appropriate for the infill site with its surrounding existing uses for residential and recreation. See ***Figure 2: Existing***

Ocotillo Master Plan and *Figure 3: Proposed Ocotillo Master Plan.*

6. PROPOSED PLANNED AREA DEVELOPMENT

One of the objectives of PAD zoning is "to assist in the fulfillment of the goals, objectives, and policies of the Chandler General Plan." Another objective is "to provide a maximum choice in the types of environments for residential, commercial, and industrial uses and facilities." The intent of this PAD is to accomplish those objectives by rezoning the Site from AG-1 and RU-43 to PAD Residential. The proposed zoning change responds to the existing and future needs of the community by providing additional housing choices for people seeking to live in an infill setting in south Chandler. The proposed PAD meets the applicable zoning objectives and is supported by the General Plan.

7. PROPOSED PRELIMINARY DEVELOPMENT PLAN

Site Layout

Havenwood Manor will be a high-quality, gated community that has been thoughtfully designed to comply with the City's Residential Design Standards, and to preserve and enhance the historic-designated canal and palm trees along the Basha Road frontage. The community will have 107 residences with a minimum lot size of 40'x100'. One primary point and one emergency/exit only access point are provided off of Basha Road, maintaining the existing canal crossings. See *Figure 4: Site Plan.*

The community offers a minimum of 20% open space with an amenity park towards the northeast corner of the development. The lots are a minimum of 4,000 square feet with detached single family housing product. The subdivision offers 39-foot-wide private local streets, which will accommodate guest parking on one side of the street. In addition, each home will provide two car garages and two car driveways, providing four parking spaces for each home.

Amenities & Open Space

Over 4-acres of open space are provided, with landscaping creating a sustainable and colorable plant palette as shown on *Figure 8: Landscape Plan*. The selected plant material will be low water use and selected from the Arizona Department of Water Resources (ADWR) "Low Water Use Plant List". The amenity area will include a tot lot, ramada, and turf area. Additionally, a walking trail is provided along the perimeter of the site providing connection to the Snedigar Dog Park, and Basha Road.

Entry, Walls, Signage

Two entry monuments shall be located on either side of the primary entry drive. A tribute to the Basha Family's legacy will be provided as a plaque along the perimeter walkways alongside the entry monumentation. Additionally, by using a corrugated steel roof decking material mechanically connected (skinned) to a CMU core, the vertical rib / board and batten look of the existing Bashas building will be replicated on monumentation throughout the community. Ground mounted lighting shall be provided to illuminate the monument as well as accent larger box trees immediately adjacent. See *Figure 8: Interpretive Sign Elevation* and *Figure 9: Hardscape Details.*

Rear lot walls along the north, west, and south edges of the site, and backing the amenity, will be a 1' over 5' partial view wall to provide visibility to the perimeter walking trail and active open spaces. A theme wall designed to match the existing walls of the Echelon community to the north of the project will be along the eastern portion of the community, with a secondary theme wall for side lot walls adjacent to open space tracts. The landscaping and hardscape improvements along the Basha Road frontage are consistent with

what was put in by the Echelon Community.

8. SUBDIVISION LAYOUT DIVERSITY

Havenwood Manor incorporates several of the Subdivision Diversity Elements into its design. Prior to arrival, the community begins to build visual interest prior to arrival through the staggered thematic-themed perimeter along Basha Road bordered by landscaped open spaces and irregular shaped retention basins. Upon turning onto the community's curvilinear street system, a sense of neighborhood will be experienced through the diverse, but complementary, architectural styles, landscaping, and open spaces.

Havenwood Manor is seeking to provide a middle housing option in an infill development. The site faces certain challenges that a traditional greenfield development would not. Havenwood Manor made intentional design choices such as providing additional open space and multi-use paths instead of vehicular rear yard access. The proposed multi-use paths wrap the community and provide several internal access points and opportunities for pedestrian connectivity. To create a visually interesting experience, the paths are lined with a variety of planting materials, are visible from adjacent rear yards by the implementation of partial view fencing, and lead to pockets of open space and retention basins that were designed for passive recreation. Staggered walls and select areas of full view fencing along the Basha Road frontage further this goal of visual interest, safety and welfare.

9. DEVELOPMENT STANDARDS

TABLE 2 – PROPOSED DEVELOPMENT STANDARDS	
Lot Size (min.)	40' x 100'
Front Setback	20' from Back of Sidewalk 13' from PL to livable
Rear Setback	10'; The rear yard setback for an accessory building shall be a minimum of 5 feet.
Street Side Setback	10' landscape tract can reduce the minimum street side setback by the width of the tract up to 5'
Side Setback	5'-5'
Building Height	30'
Density (Maximum)	5.7 du/ac
Common Open Space	20%
Lot Coverage	60%

Below are the development standards proposed for the Havenwood Manor residential subdivision:

10. HOUSING PRODUCT

Havenwood Manor will provide high-quality architecture consisting of Spanish Modern, Farmhouse and Contemporary styles. Four-sided architecture has been provided on all homes throughout the community. Each elevations style has 4 different color scheme options provided to further enhance the character and uniqueness of the community. Additionally, each architectural style will incorporate specific details, e.g., window trim, shutters, board and batten siding, masonry veneer, corbels, parapets, window girds, and

stucco control joints. See ***Appendix A: Building Elevations & Floorplans***, and ***Appendix B: Color & Materials Palette.***

The homes will be two story and range in size from 1,979 SF to 2,640 SF. All home designs include front doors and covered entry/porches that are visible from the street. The garage styles, locations, and coach



lights further diversify the design and deemphasize garage fronts. The image below illustrates the diversity of design and the unique collection of architectural styles.

11. MISCELLANEOUS

A. Grading and Drainage

The On-Site Drainage Map is attached as ***Exhibit 11***. All development drainage systems will be designed and constructed in accordance with the latest MAG Standard Specifications and Details and the latest City Standards Details and Specifications. Onsite drainage and retention shall consist of catch basins, storm drains, and retention basins. Retention basins have been sized to retain runoff from the 100-year, 2-hour storm.

B. Utilities

Utilities and services will be provided by the City.

C. Phasing

There is only one phase for the development. Any deviations from this phasing schedule may be administratively approved by Staff.

D. Preliminary Plat

A Preliminary Plat is included as ***Exhibit 12.***

12. CONCLUSION

Havenwood Manor makes good use of this infill Site, providing housing choices and variety that will be an attractive presence in the area. Developing the Site with a high-quality community, K. Hovnanian will inject a new type of housing product in this established part of the City. This development provides a sustainable solution on a challenging site and serves as an appropriate and compatible land use for this Site and surrounding area. The thoughtful design will be an attractive presence in the area. We request your approval.

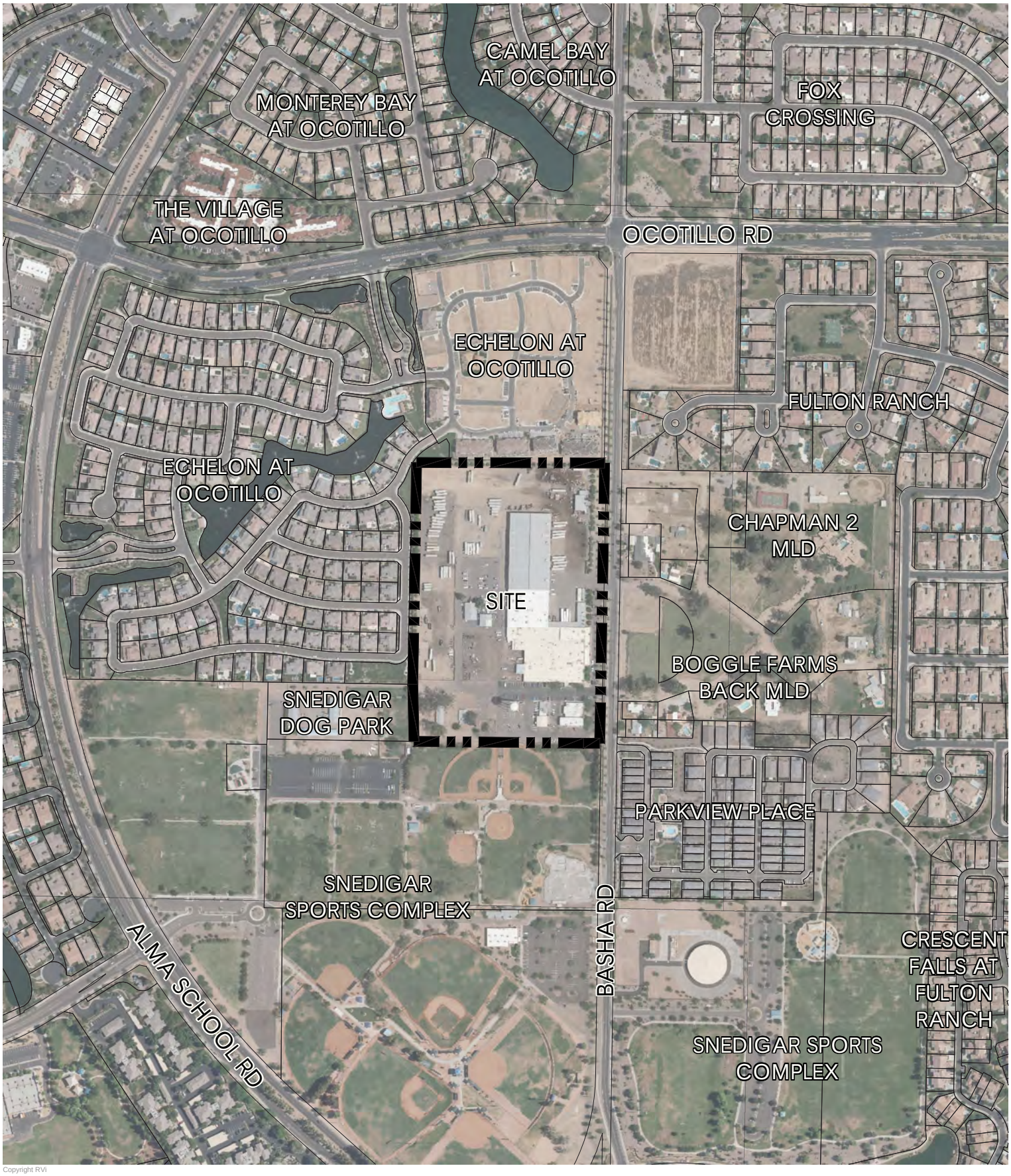

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EXHIBIT 1 • **CONTEXT AERIAL**

- CHANDLER, AZ
- 2025-05-20
- 25000143
- K. HOVNANIAN

0 250' 500'

SCALE: 1" = 500'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

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L:\25000143 - Basha & Ocotillo (K. Hov)\06 PLANNING\02 CAD\03 SITE PLANS\RVI-0143-BASHA PLANNED AREA DEVELOPMENT.dwg

DVR06-0051/DVR06-0052

Ocotillo
Master Plan

Downtown Ocotillo
DVR06-0051
Ordinance: 3889
Resolution: 4044
2/22/2007

Waters at Ocotillo
DVR06-0052
Ordinance: 3890
Resolution: 4045
2/22/2007

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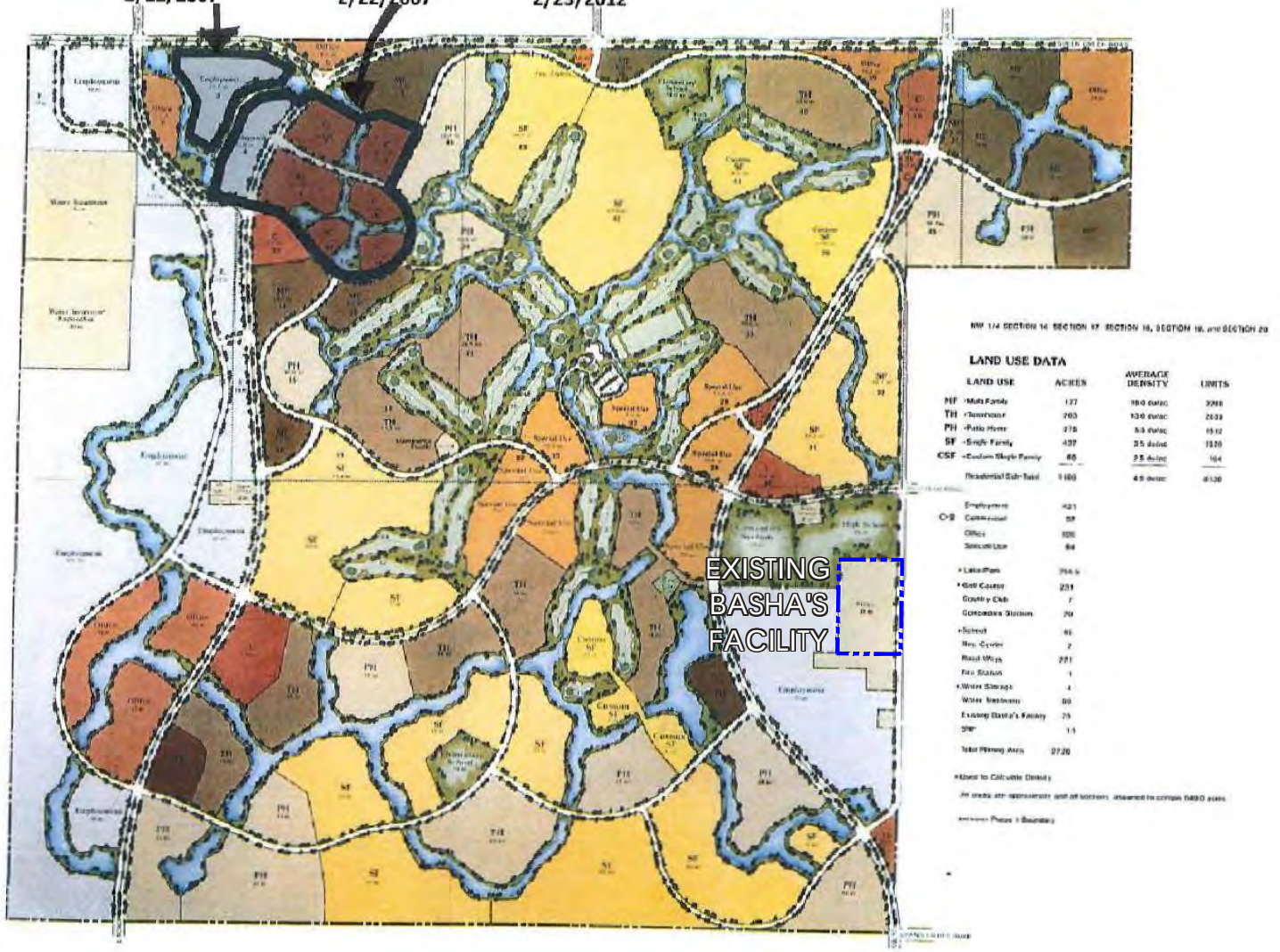
DVR11-0035
Ordinance: 4349
Resolution: 4577
2/23/2012



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Scottsdale, Arizona 85251
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www.rviplanning.com

EXHIBIT 2 • **EXISTING OCOTILLO MASTER PLAN**

CHANDLER, AZ
2025-05-20
25000143
K. HOVNANIAN

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DVR06-0051/DVR06-0052

Ocotillo
Master Plan

Downtown Ocotillo
DVR06-0051
Ordinance: 3889
Resolution: 4044
2/22/2007

Waters at Ocotillo
DVR06-0052
Ordinance: 3890
Resolution: 4045
2/22/2007

&

DVR11-0035
Ordinance: 4349
Resolution: 4577
2/23/2012

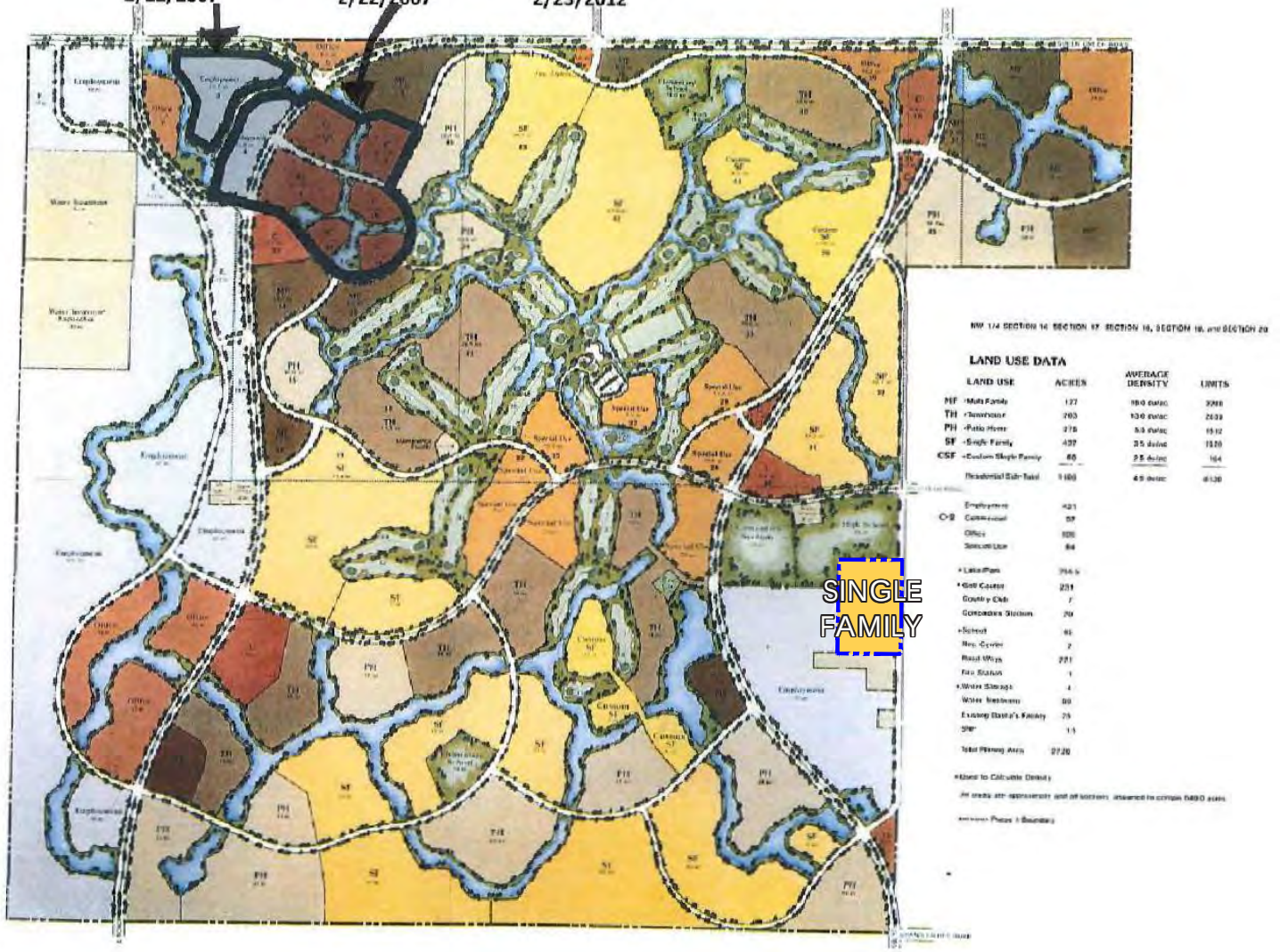

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EXHIBIT 3 • **PROPOSED OCOTILLO MASTER PLAN**

CHANDLER, AZ
2025-09-10
25000143
K. HOVNANIAN

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SITE DATA

NET SITE AREA:	18.6 AC.
PROPOSED ZONING:	PAD
# OF LOTS:	107
NET SITE DENSITY:	5.7 DU/AC
MIN. LOT SIZE:	40' X 100'
NET O/S:	20% (4.0 AC.)

SETBACKS:

FRONT:	20' FROM BACK OF S/W TO FACE OF GARAGE, 13' FROM P.L. TO LIVABLE
REAR:	10', 5' FOR AN ACCESSORY BUILDING
SIDE:	5'-5'



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EXHIBIT 4 • **COLORED SITE PLAN**

CHANDLER, AZ
2025-10-17
25000143
K. HOVNANIAN

0 75' 150'
SCALE: 1" = 150'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

L\25000143 - Basha & Ocotillo (K. Hov)\06 PLANNING\02 CAD\03 SITE PLANS\RVI-0143-BASHA PLANNED AREA DEVELOPMENT.dwg

SITE DATA

NET SITE AREA:	18.6 AC.
PROPOSED ZONING:	PAD
# OF LOTS:	107
NET SITE DENSITY:	5.7 DU/AC
MIN. LOT SIZE:	40' X 100'
NET O/S:	20% (4.0 AC.)

SETBACKS:

FRONT:	20' FROM BACK OF S/W TO FACE OF GARAGE, 13' FROM P.L. TO LIVABLE
REAR:	10', 5' FOR AN ACCESSORY BUILDING
SIDE:	5'-5'

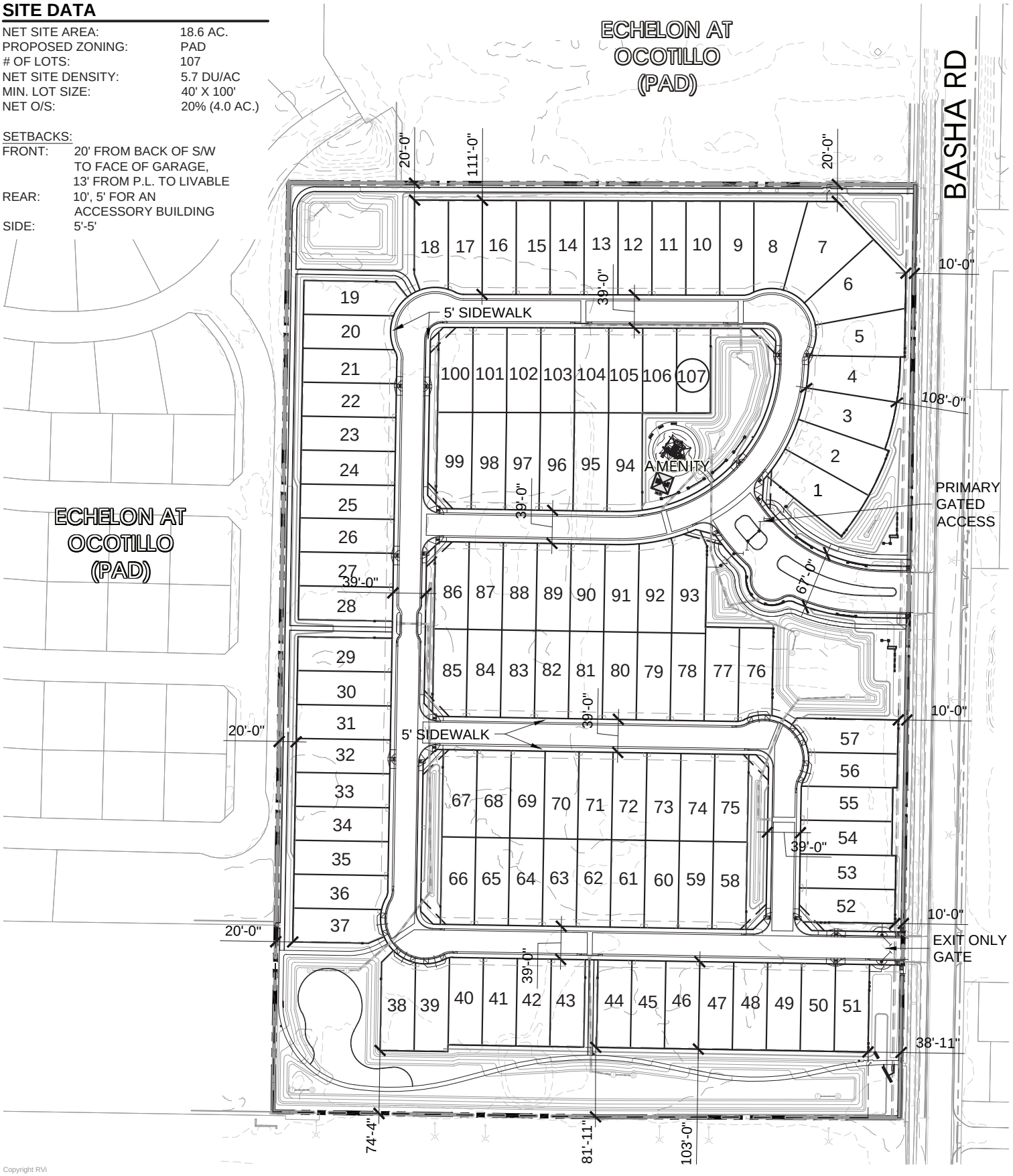

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EXHIBIT 5 • **SITE PLAN**

- CHANDLER, AZ
- 2025-10-17
- 25000143
- K. HOVNANIAN

0 75' 150'

SCALE: 1" = 150'-0"

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L:\25000143 - Basha & Ocotillo (K. Hov)\06 PLANNING\02 CAD\03 SITE PLANS\RVI-0143-BASHA PLANNED AREA DEVELOPMENT.dwg

PLANT PALETTE

TREES

BOTANICAL NAME	COMMON NAME
Acacia spp.	Acacia species
Bauhinia lunaroides	Anacacho Orchid Tree
Caesalpinia mexicana	Mexican Bird-of-Paradise
Olea europea 'Swan Hill'	Swan Hill Olive
Phoenix spp.	Date Palm species
Pistacia spp.	Pistache species
Quercus spp.	Live Oak species
Sophora secundiflora	Texas Mountain Laurel
Ulmus parvifolia	Chinese Evergreen Elm
Washingtonia spp.	Fan Palm species

SHRUBS, ACCENT, & VINES

BOTANICAL NAME	COMMON NAME
Agave spp.	Agave species
Bougainvillea spp.	Bougainvilla species
Caesalpinia pulcherrima	Red Bird-of-Paradise
Calliandra californica	Baja Fairy Duster
Callistemon viminalis 'Little John'	Little John Bottle Brush
Cassia spp.	Cassia species
Dodonaea viscosa spp.	Hopbush species
Eremophila spp.	Eremophila species
Hardenbergia violacea	Purple Coral Pea
Hesperaloe spp.	Hesperaloe species
Leucophyllum spp.	Leucophyllum species
Muhlenbergia spp.	Muhly species
Myrtus communis 'compacta'	Dwarf Myrtle
Nerium oleander 'Little Red'	Oleander 'Little Red'
Rosa banksiae	Lady Banks' Rose
Rosmarinus officinalis 'Tuscan Blue'	Tuscan Blue Rosemary
Ruellia brittoniana	Mexican Petunia
Russelia equisetiformis	Firecracker Plant
Tecoma spp.	Tecoma species
Vaquelina californica	Arizona Rosewood
Yucca spp.	Yucca species

GROUNDCOVER

BOTANICAL NAME	COMMON NAME
Acacia redolens	Prostrate Acacia
Acalypha monstachya	Raspberry Fuzzies
Baccharis x 'Starn'	Dwarf Coyote Bush
Bougainvillea 'Ooh La La'	Bougainvillea
Eremophila glabra 'Mingenew Gold'	Outback Sunrise Emu Bush
Lantana spp.	Lantana species
Rosmarinus officinalis 'Prostratus'	Trailing Rosemary
Ruellia brittoniana x 'Katie'	Katie Ruellia
Teucrium chamaedrys 'Prostratus'	Trailing Germander

LANDSCAPE KEYNOTES

1. ENTRY MONUMENTATION
2. BASHA'S PLAQUE AREA
3. PRIMARY ENTRY - SWING GATE
4. EXIT ONLY ACCESS - SWING GATE
5. 5' SIDEWALK
6. PEDESTRIAN GATE
7. TOT LOT
8. MULTI-USE PATH



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EXHIBIT 6 • **COLORED LANDSCAPE PLAN**

- CHANDLER, AZ
- 2025-10-17
- 25000143
- K. HOVNANIAN

0 100' 200'
SCALE: 1" = 200'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

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PLANT PALETTE

TREES

BOTANICAL NAME	COMMON NAME
Acacia spp.	Acacia species
Bauhinia lunaroides	Anacacho Orchid Tree
Caesalpinia mexicana	Mexican Bird-of-Paradise
Olea europea 'Swan Hill'	Swan Hill Olive
Phoenix spp.	Date Palm species
Pistacia spp.	Pistache species
Quercus spp.	Live Oak species
Sophora secundiflora	Texas Mountain Laurel
Ulmus parvifolia	Chinese Evergreen Elm
Washingtonia spp.	Fan Palm species

SHRUBS, ACCENT, & VINES

BOTANICAL NAME	COMMON NAME
Agave spp.	Agave species
Bougainvillea spp.	Bougainvilla species
Caesalpinia pulcherrima	Red Bird-of-Paradise
Calliandra californica	Baja Fairy Duster
Callistemon viminalis 'Little John'	Little John Bottle Brush
Cassia spp.	Cassia species
Dodonaea viscosa spp.	Hopbush species
Eremophila spp.	Eremophila species
Hardenbergia violacea	Purple Coral Pea
Hesperaloe spp.	Hesperaloe species
Leucophyllum spp.	Leucophyllum species
Muhlenbergia spp.	Muhly species
Myrtus communis 'compacta'	Dwarf Myrtle
Nerium oleander 'Little Red'	Oleander 'Little Red'
Rosa banksiae	Lady Banks' Rose
Rosmarinus officinalis 'Tuscan Blue'	Tuscan Blue Rosemary
Ruellia brittoniana	Mexican Petunia
Russelia equisetiformis	Firecracker Plant
Tecoma spp.	Tecoma species
Vaquelina californica	Arizona Rosewood
Yucca spp.	Yucca species

GROUNDCOVER

BOTANICAL NAME	COMMON NAME
Acacia redolens	Prostrate Acacia
Acalypha monstachya	Raspberry Fuzzies
Baccharis x 'Starn'	Dwarf Coyote Bush
Bougainvillea 'Ooh La La'	Bougainvillea
Eremophila glabra 'Mingenew Gold'	Outback Sunrise Emu Bush
Lantana spp.	Lantana species
Rosmarinus officinalis 'Prostratus'	Trailing Rosemary
Ruellia brittoniana x 'Katie'	Katie Ruellia
Teucrium chamaedrys 'Prostratus'	Trailing Germander

LANDSCAPE KEYNOTES

1. ENTRY MONUMENTATION
2. BASHA'S PLAQUE AREA
3. PRIMARY ENTRY - SWING GATE
4. EXIT ONLY ACCESS - SWING GATE
5. 5' SIDEWALK
6. PEDESTRIAN GATE
7. TOT LOT
8. MULTI-USE PATH

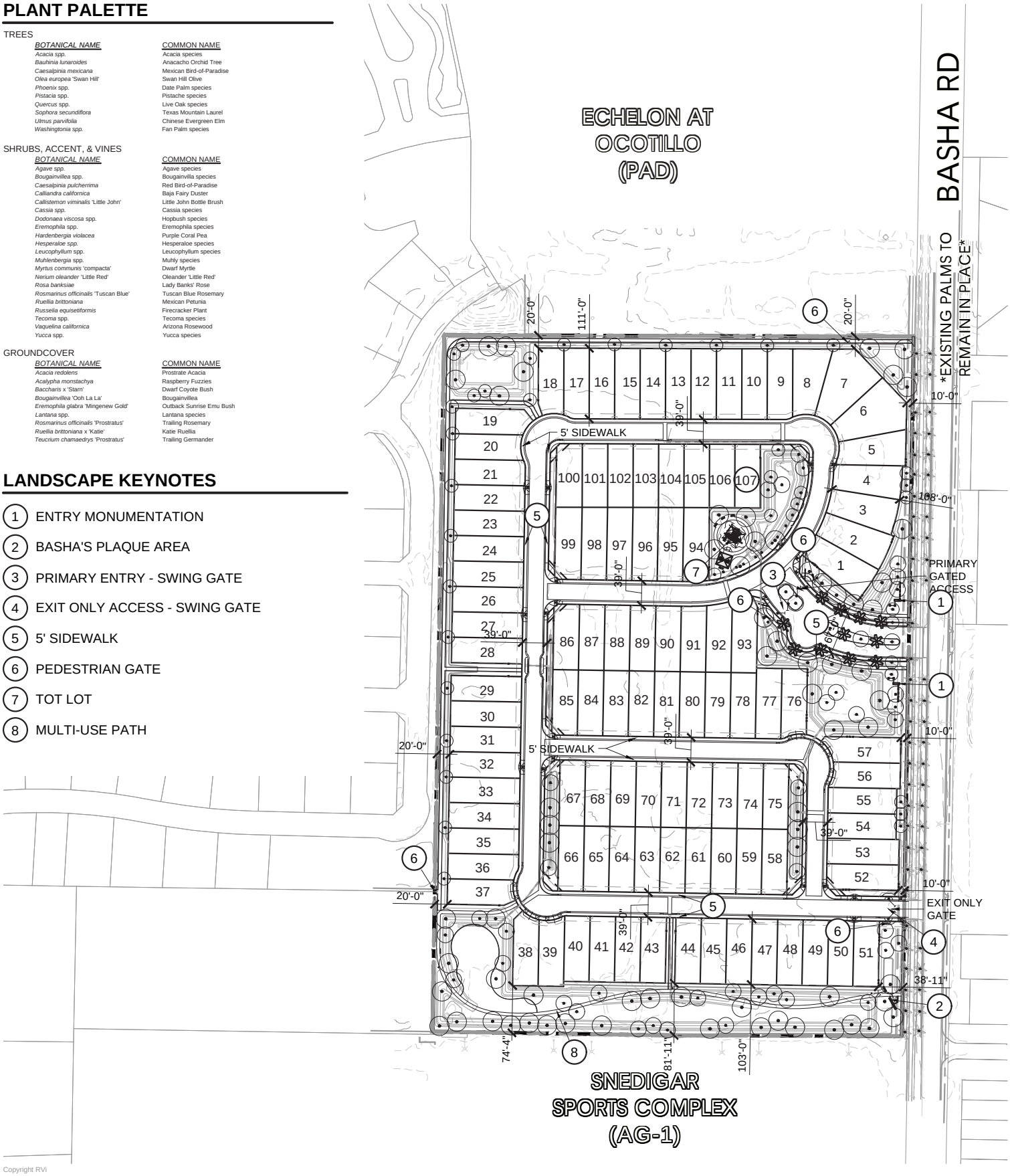

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EXHIBIT 7 • **LANDSCAPE PLAN**

CHANDLER, AZ
2025-10-17
25000143
K. HOVNANIAN

0 100' 200'
SCALE: 1" = 200'-0"

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L:\25000143 - Basha & Ocotillo (K. Hov)\06 PLANNING\02 CAD\03 SITE PLAN\SRVI-0143-BASHA PLANNED AREA DEVELOPMENT.dwg

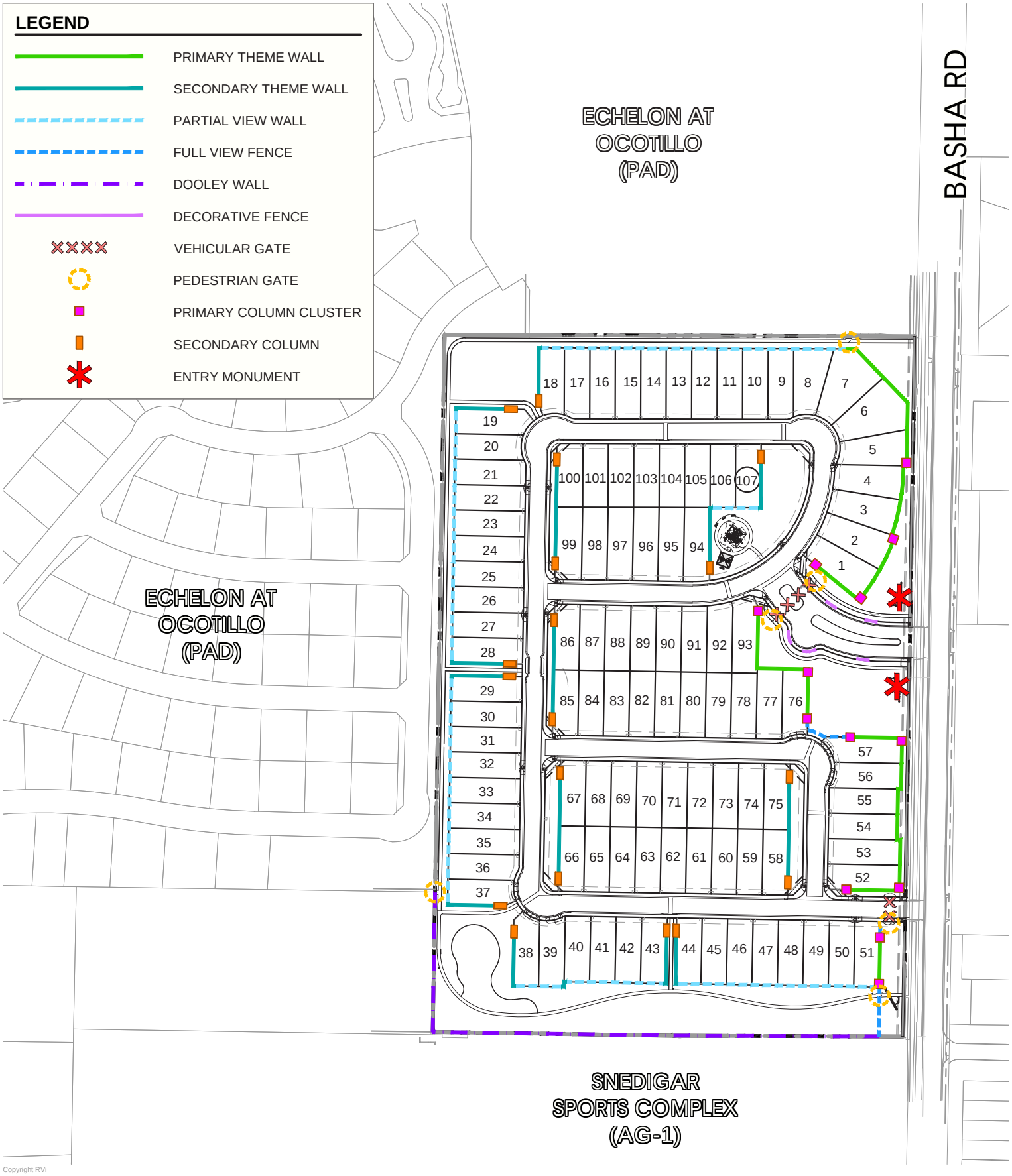

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EXHIBIT 8 • **WALL PLAN**

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- CHANDLER, AZ
- 2025-10-17
- 25000143
- K. HOVNANIAN

0 100' 200'

SCALE: 1" = 200'-0"

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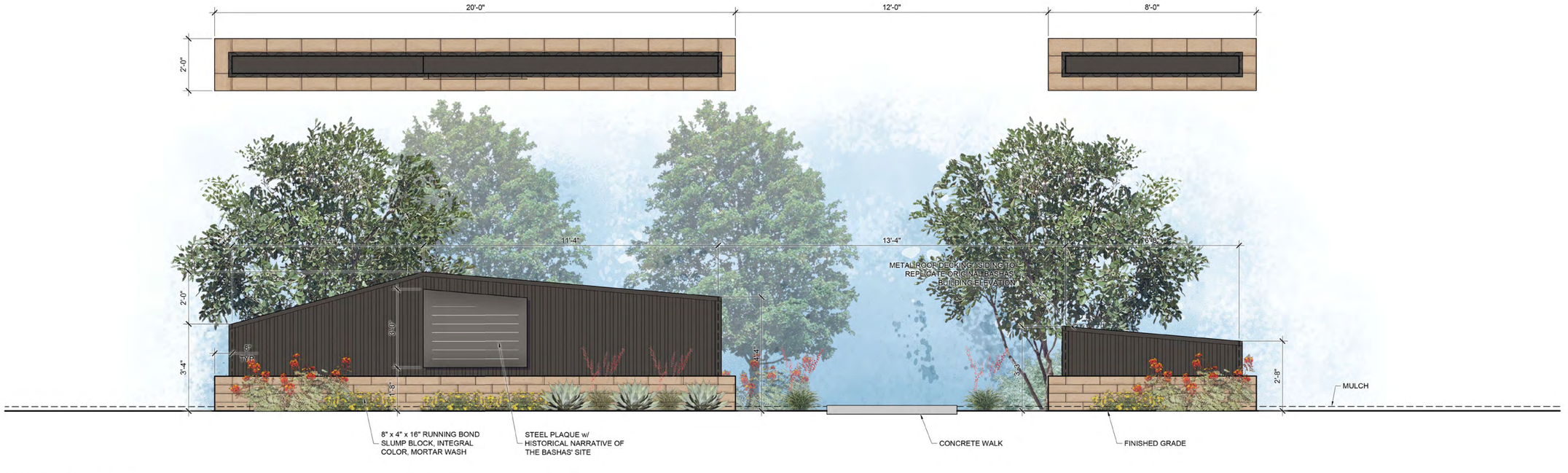

1 INTERPRETIVE SIGN ELEVATION

SCALE: NTS

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EXHIBIT 9 • **INTERPRETIVE SIGN ELEVATION**

CHANDLER, AZ
2025-09-10
25000143
K. HOVNANIAN

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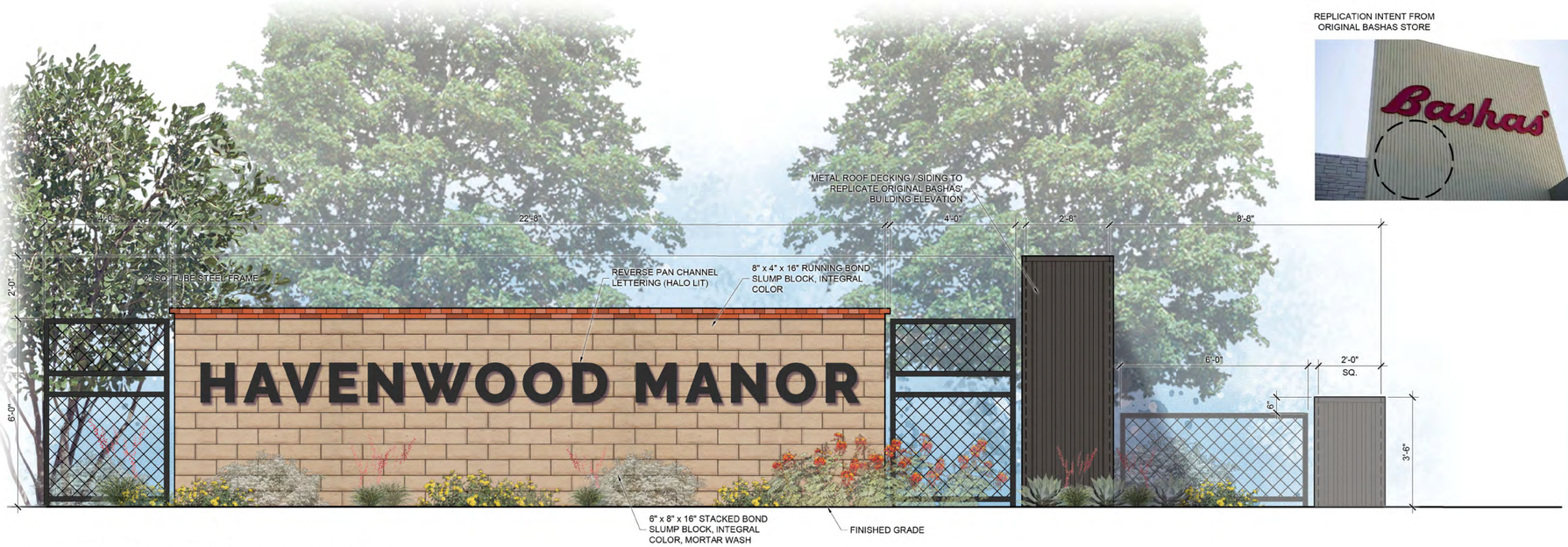
L:\25000143 - Basha & Ocotillo (K. Hov)\07 LANDSCAPE ARCHITECTURE\02 DD\02 SHEET\50143-DD-HARDSCAPE DETAILS.dwg

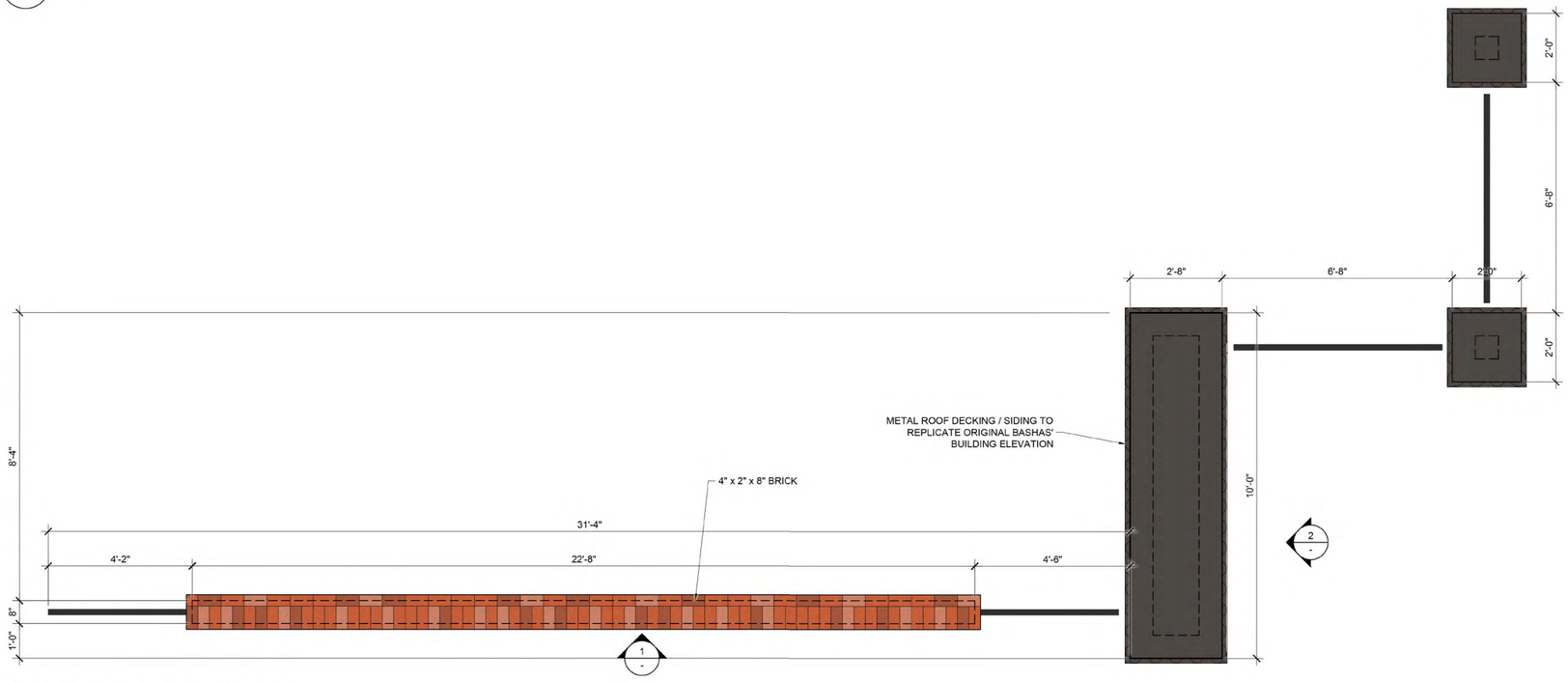


REPLICATION INTENT FROM ORIGINAL BASHAS STORE



1 ENTRY MONUMENT FRONT ELEVATION
SCALE: NTS

2 ENTRY MONUMENT END ELEVATION
SCALE: 1/2" = 1'-0"



3 ENTRY MONUMENT PLAN
SCALE: NTS



4 DECORATIVE FENCE ELEVATION
SCALE: NTS

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EXHIBIT 10 • **HARDSCAPE DETAILS**

CHANDLER, AZ
2025-09-10
25000143
K. HOVNANIAN

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1 VEHICULAR ENTRY SWING GATE ELEVATION

SCALE: NTS

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EXHIBIT 10 • **HARDSCAPE DETAILS**

CHANDLER, AZ
2025-05-20
25000143
K. HOVNANIAN

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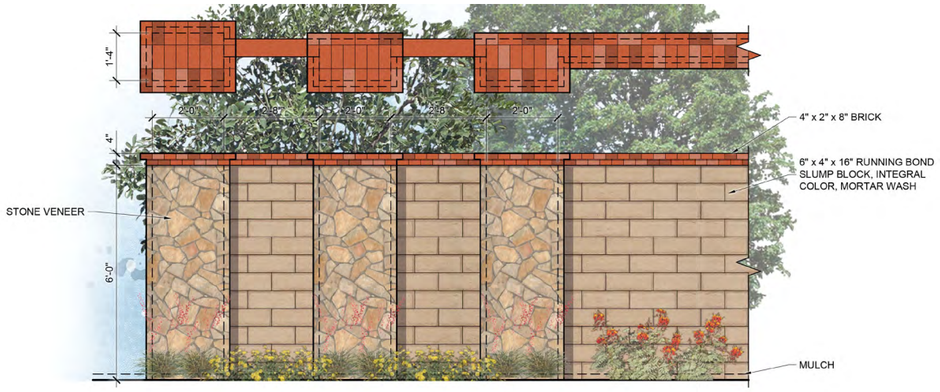
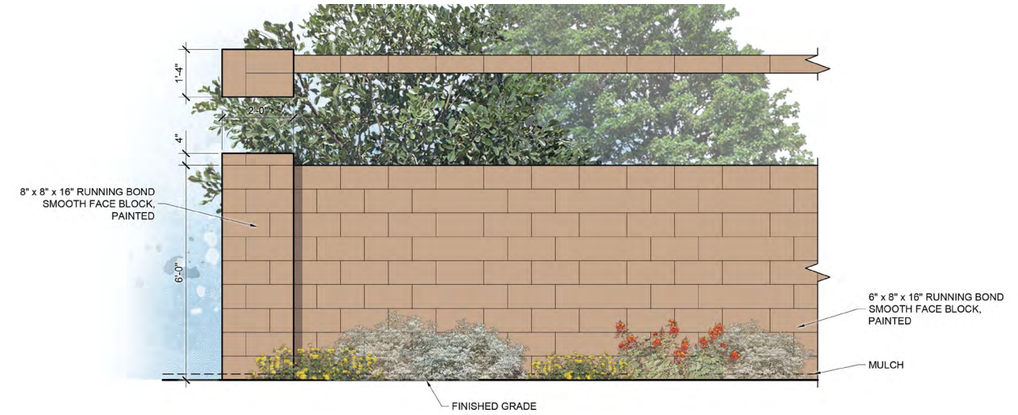


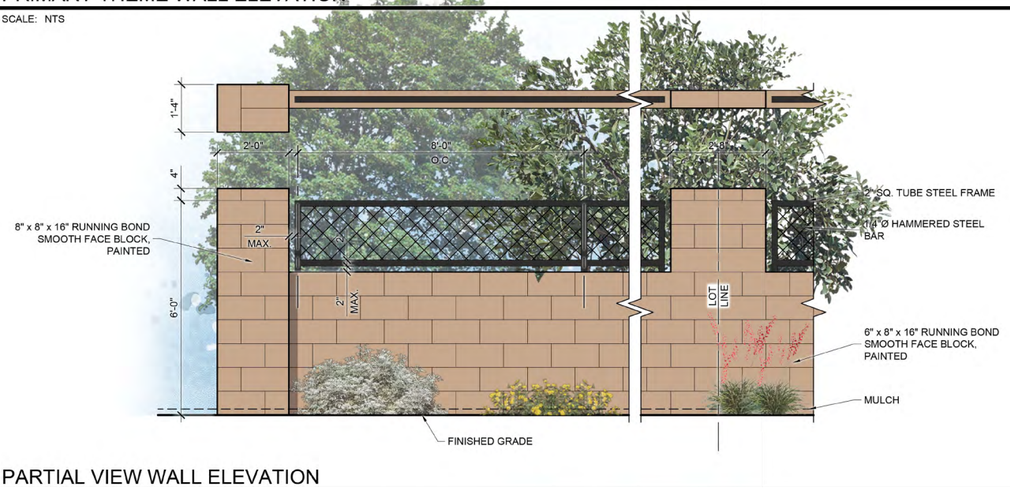
1 PRIMARY THEME WALL ELEVATION

SCALE: NTS



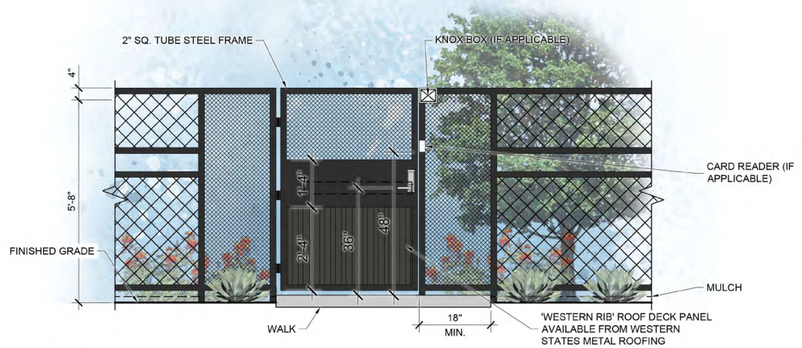
2 SECONDARY THEME WALL ELEVATION

SCALE: NTS



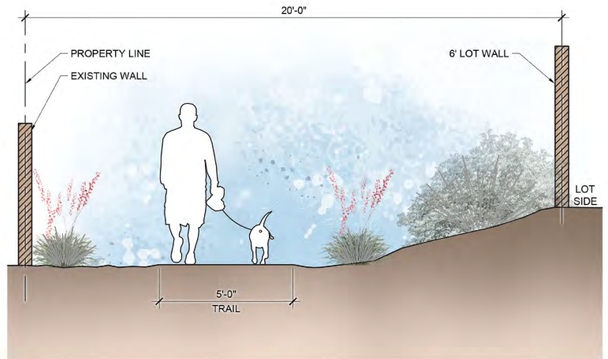
3 PARTIAL VIEW WALL ELEVATION

SCALE: NTS



4 FULL VIEW FENCE ELEVATION

SCALE: NTS



5 PEDESTRIAN GATE ELEVATION

SCALE: NTS

6 WEST EDGE TRAIL LOOKING NORTH

SCALE: 3/8" = 1'-0"

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EXHIBIT 10 • **HARDSCAPE DETAILS**

CHANDLER, AZ
2025-05-20
25000143
K. HOVNANIAN

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L:\25000143 - Rachis & Costello (K. Hov)\07 LANDSCAPE ARCHITECTURE\02 DD\02 SHEET S\0143-DD-HARDSCAPE DETAILS.dwg

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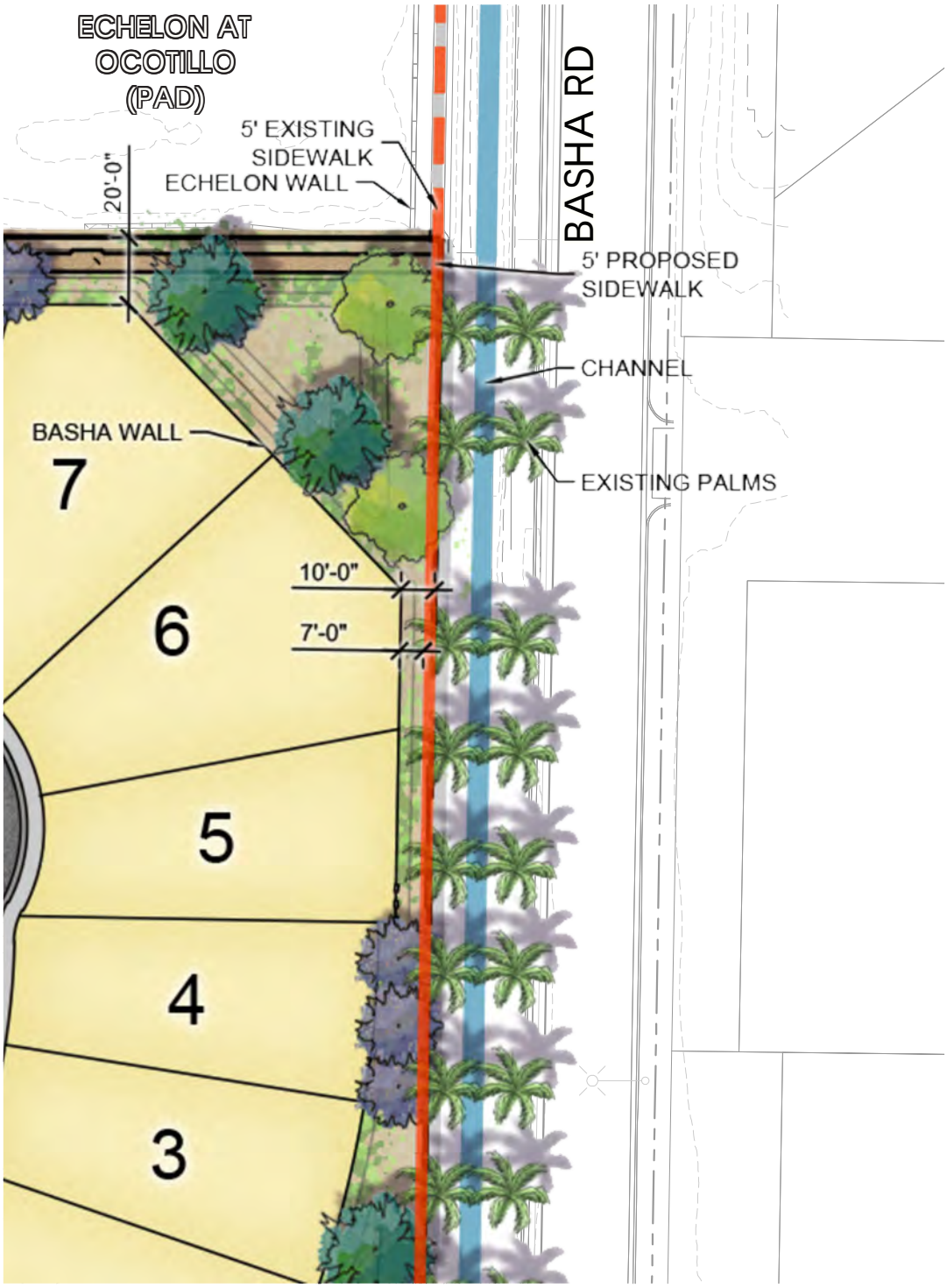

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EXHIBIT 11 • **ENLARGEMENTS - NE CORNER**

CHANDLER, AZ
2025-10-17
25000143
K. HOVNANIAN

0 25' 50'
SCALE: 1" = 50'-0"

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AREA OF OPEN SPACE: 4.77 ACRES, 25.59%

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EXHIBIT 11• **ENLARGEMENTS - AMENITY AREA**

CHANDLER, AZ
2025-10-17
25000143
K. HOVNANIAN

0 25' 50'
SCALE: 1" = 50'-0"

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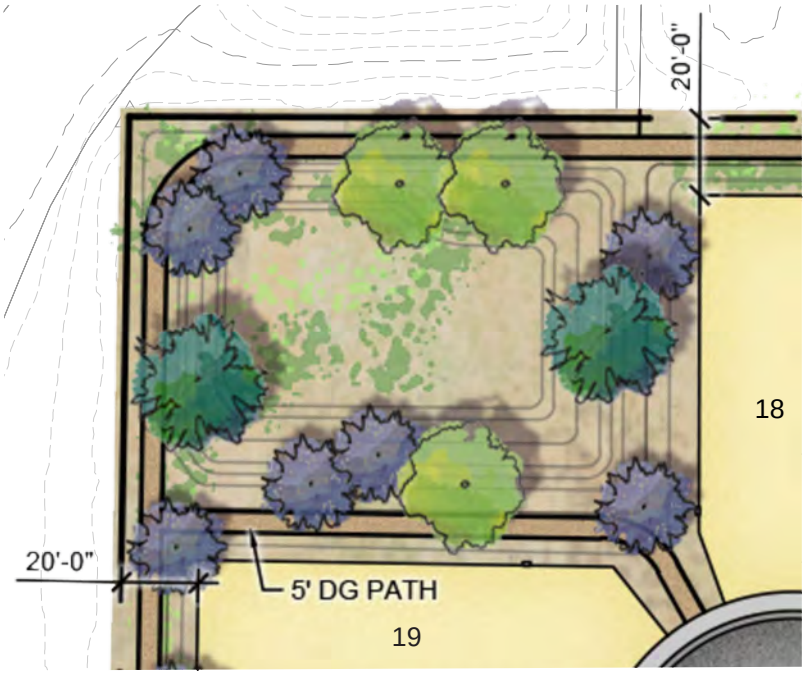
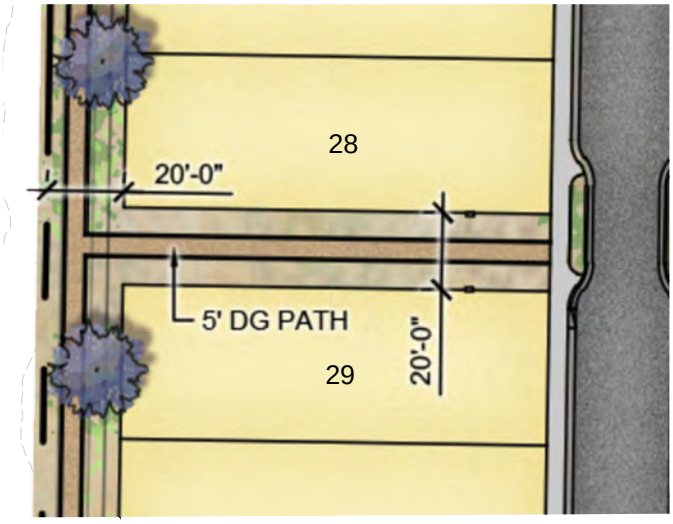
L:\25000143 - Basha & Ocotillo (K. Hov)\06 PLANNING\02 CAD\03 SITE PLANS\RVI-0143-BASHA PLANNED AREA DEVELOPMENT.dwg





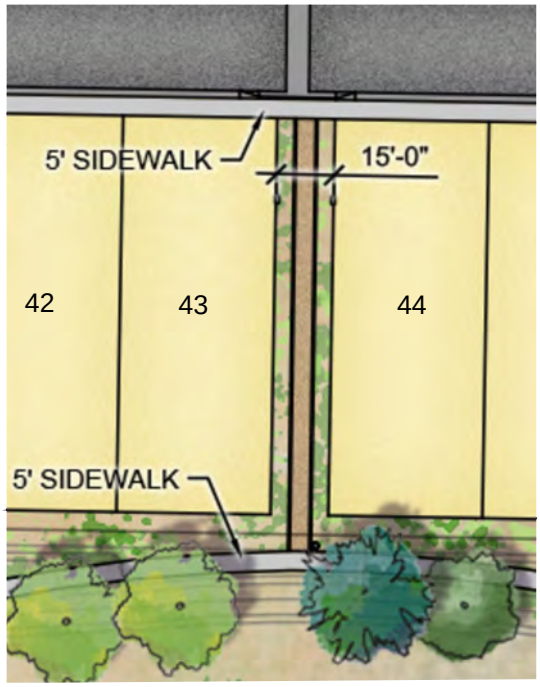


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EXHIBIT 11 • ENLARGEMENTS - WALK CONNECTIONS BETWEEN LOTS

CHANDLER, AZ
2025-10-17
25000143
K. HOVNANIAN

0 25' 50'
SCALE: 1" = 50'-0"

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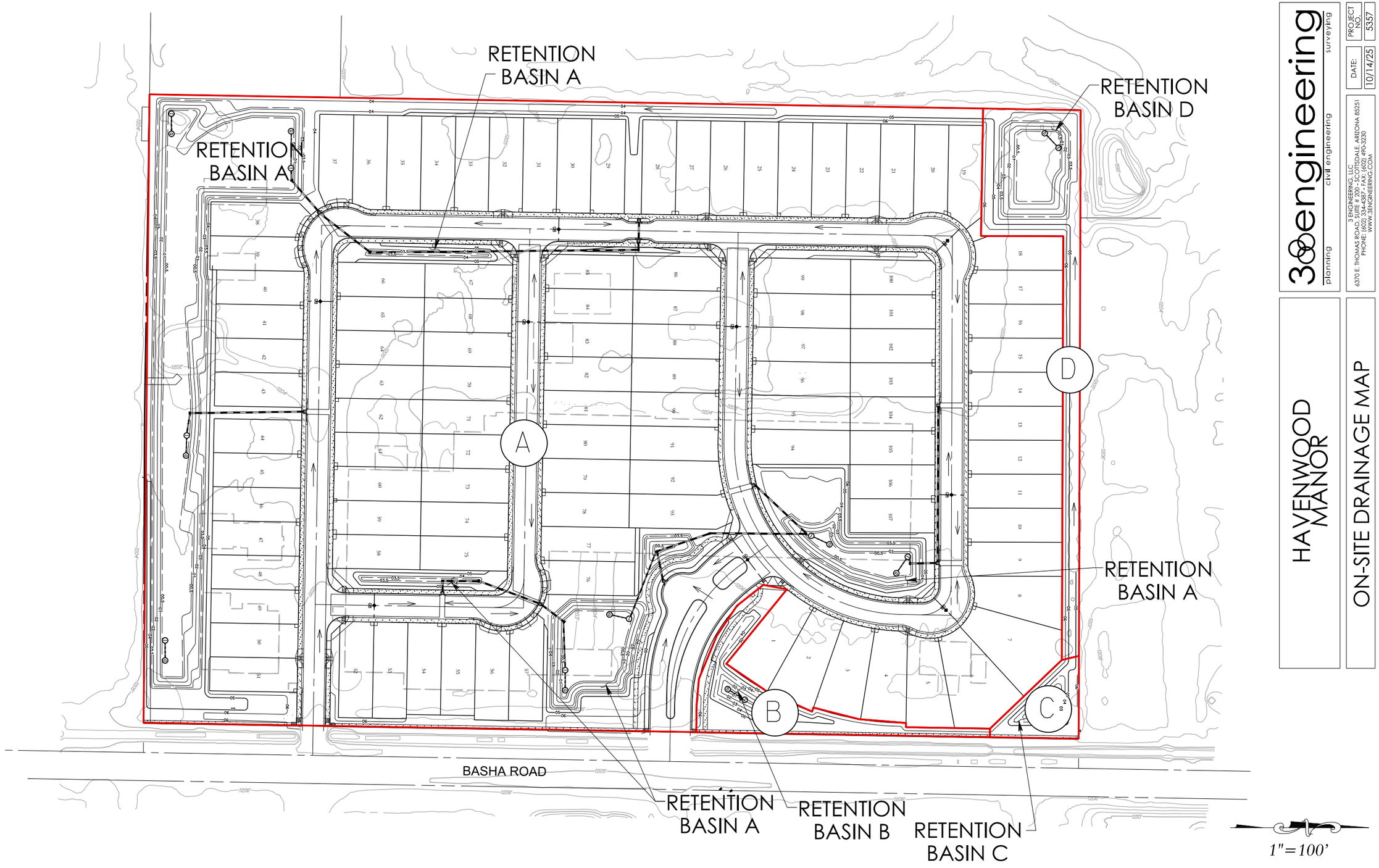

3 engineering
planning civil engineering surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD, SUITE # 200 - SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387 - FAX: (602) 490-3230
WWW.3ENGINEERING.COM

DATE: 10/14/25

PROJECT NO. 5357

HAVENWOOD MANOR

ON-SITE DRAINAGE MAP

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C:\My SecuriSync\Projects_5000\5357_Havenwood Manor\Reports\Drainage\Preliminary\5357_DR Map - XXXXX.dgn

PRELIMINARY PLAT
FOR
HAVENWOOD MANOR

LOCATED IN A PORTION OF THE NORTHEAST SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION (PER TITLE REPORT):

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER;

THENCE NORTH 00 DEGREES 58 MINUTES 25 SECONDS EAST (ASSUMED BEARING), ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 657.52 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 27 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER, 35.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 48 MINUTES 27 SECONDS WEST, 362.00 FEET;

THENCE NORTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, 376.97 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 25 SECONDS EAST, 1,095.41 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 27 SECONDS EAST, 739.00 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 25 SECONDS WEST, 1,100.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS AND EGRESS, PURSUANT TO THOSE CERTAIN EASEMENTS RECORDED APRIL 20, 1989, IN DOCUMENT NO. 89-181123 AND DOCUMENT NO. 89-181130, RECORDS OF MARICOPA COUNTY, ARIZONA, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER;

THENCE NORTH 00 DEGREES 58 MINUTES 25 SECONDS (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 657.52 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 27 SECONDS WEST PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 20, A DISTANCE OF 12.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 48 MINUTES 27 SECONDS WEST, 23.00 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 25 SECONDS EAST PARALLEL WITH AND 35.00 FEET WEST OF SAID EAST LINE OF THE NORTHEAST QUARTER, 1,100.00 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 27 SECONDS EAST, 23.00 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 25 SECONDS WEST PARALLEL WITH AND 12.00 FEET WEST OF SAID EAST LINE, 1,100.00 FEET TO THE TRUE POINT OF BEGINNING.

NOTES:

VISIBILITY EASEMENTS RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6' ABOVE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.

THE IMPROVEMENTS 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.

THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.

THE FINAL PLAT FOR THIS SUBDIVISION WILL NOT BE APPROVED OR RECORDED UNTIL A RECLAIMED WATER USE AGREEMENT IS EXECUTED BY THE DEVELOPER AND APPROVED BY THE CITY.

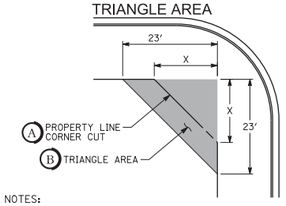
TRACT AREA AND USE TABLE

TRACT	AREA	USE
A	3.34 AC	LANDSCAPE, OPEN SPACE, RETENTION, UTILITY EASEMENT
B	0.43 AC	LANDSCAPE, OPEN SPACE, RETENTION, UTILITY EASEMENT, AMENITIES
C	0.67 AC	LANDSCAPE, OPEN SPACE, RETENTION, UTILITY EASEMENT
D	0.04 AC	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT
E	0.04 AC	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT
F	0.11 AC	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT
G	0.11 AC	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT
H	3.18 AC	PRIVATE STREET, PUBLIC WATER AND SEWER EASEMENT, UTILITIES, UTILITY EASEMENT, INGRESS AND EGRESS, DRAINAGE, EMERGENCY VEHICLE ACCESS, PEDESTRIAN ACCESS, VEHICLE ACCESS EASEMENT
TOTAL	7.92 AC	

NOTE: TRACTS A-H WILL BE DEDICATED TO THE HOMEOWNERS' ASSOCIATION.

THE CITY'S MUNICIPAL CODE CHAPTER 48-10.2 (PUBLIC WORKS - SUBDIVISION) SPECIFIES A RANGE OF TRIANGULAR CUTOFFS FOR THE CORNER PROPERTY LINE AT INTERSECTIONS. ADDITIONALLY, FIGURE 4-D BELOW REQUIRES THAT THE 30'x30' AREA BE KEPT CLEAR OF VISUAL OBSTRUCTIONS BETWEEN 2' AND 6' IN HEIGHT.

FIGURE 4-D
TRIANGLE AREA

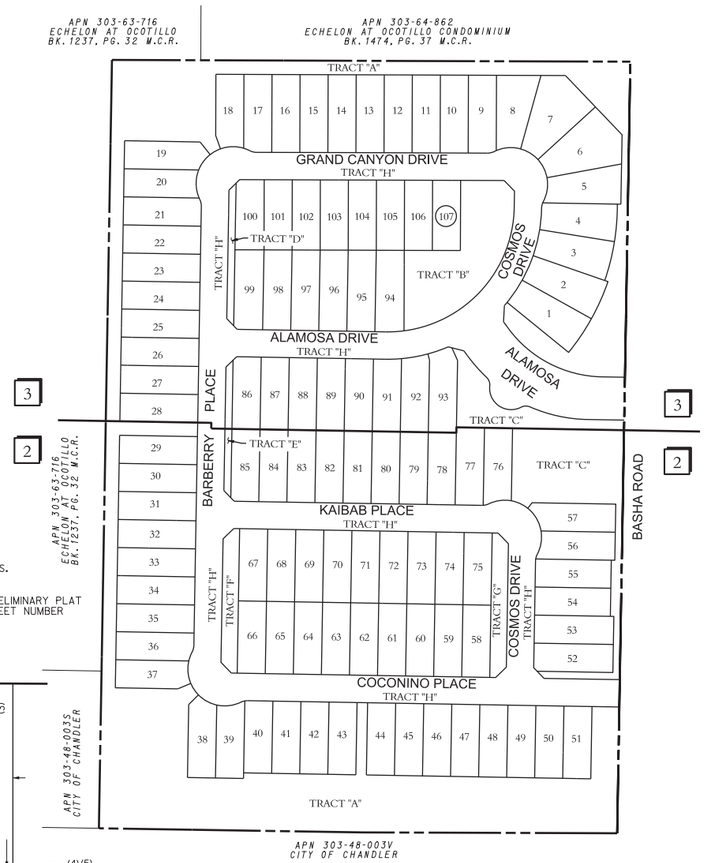


NOTES:

(A) X= 10' FOR ALLEYS
15' FOR LOCAL-LOCAL INTERSECTIONS.
20' FOR ALL OTHER INTERSECTIONS.
PER MUNICIPAL CODE CHAPTER 48-10.2

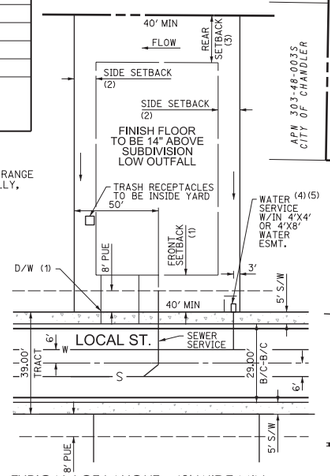
(B) GROUND COVER, FLOWERS, AND GRANITE LESS THAN 2' (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 6' ABOVE GROUND IN THIS AREA.
TREES SHALL NOT BE SPACED LESS THAN 8' APART
PER MUNICIPAL CODE CHAPTER 35-2205

SEE STANDARD DETAIL NO. C-246, C-247 AND C-248 FOR SIGHT DISTANCE REQUIRED AT DRIVEWAYS AND INTERSECTIONS.



N.T.S.

2 PRELIMINARY PLAT SHEET NUMBER



TYPICAL LOT LAYOUT - 40' WIDE MIN.

(1) 13' MIN. TO LIVABLE SPACE OR SIDE LOADED GARAGE; 20' MIN. TO FRONT FACING GARAGE FROM PROPERTY LINE.

(2) 5' MIN.

(3) 10' MIN. (5'MIN. ACCESSORY STRUCTURE)

(4) 1" WATER SERVICE, METER BOX & COVER PER M.A.G. STD. DTL. 320, AND C.O.C. STD. DTL. C-301-1 - SERVICE TO BE INSTALLED 2' BEHIND BACK OF RAMPS/DRIVEWAYS UNLESS NOTED OTHERWISE. (SIDE OF LOT PER PLAN)

(5) 4'X4' EASEMENT APPLIES TO FIRE HYDRANTS, AS WELL.

LEGEND

	PROPERTY / BOUNDARY LINE	EB○	EXISTING ELECTRIC BOX
1183	EXISTING CONTOUR ELEVATION	WM▭	EXISTING WATER METER
85	PROPOSED CONTOUR ELEVATION	BWV⋈	EX. BACKFLOW PREVENTER VALVE
+86.34	EXISTING ELEVATION	T	EXISTING BURIED TELEPHONE CONDUIT
+85.0	PROPOSED GROUND ELEVATION	E	EXISTING BURIED ELECTRIC CONDUIT
1%	DIRECTION OF FLOW & SLOPE	8"W WV	EXISTING WATER LINE,VALVE & SIZE
G◆B	PROPOSED GRADE BREAK	FH	EXISTING FIRE HYDRANT
PAD=	PROPOSED PAD ELEVATION	8"S	EXISTING SEWER LINE & SIZE
	PROPOSED CATCH BASIN	8"W	PROPOSED WATER
	PROPOSED STORM DRAIN PIPE	8"S	PROPOSED SEWER
D	PROPOSED DRYWELL	○	PROPOSED MANHOLE
	TAPPING SLEEVE & VALVE		PROPOSED HYDRANT
PUE	PUBLIC UTILITY EASEMENT	•	PROPOSED VALVE
RCW	RECLAIMED WATERLINE	⊙	PROPOSED MONUMENT
B/C	BACK OF CURB	△	SUBDIVISION CORNER
LS	LANDSCAPE	S/W	SIDEWALK
C&G	CURB & GUTTER	R/W	RIGHT-OF-WAY
LP	EXISTING LIGHT POLE	SVE	SIGHT VISIBILITY EASEMENT
ET ⊠	INDICATES EX. ELECTRIC TRANSFORMER	SWE	SIDEWALK EASEMENT
		93.00	TOP OF CURB ELEVATION

APPLICANT/OWNER/DEVELOPER:

K HOVNANIAN GREAT WESTERN HOMES, LLC
8800 E. RAINTREE DR., SUITE 300
PHOENIX, AZ 85260
CONTACT: MARK GRAMINSKE
EMAIL: MGRAMINSKE@KHOV.COM
PHONE: (480) 824-4145

ENGINEER:

3 ENGINEERING
6370 E. THOMAS ROAD
SUITE 200
SCOTTSDALE, ARIZONA 85251
CONTACT: MATTHEW J. MANCINI, P.E.
PHONE: (602) 334-4387
EMAIL: MATT@3ENGINEERING.COM

PROJECT DESCRIPTION:

THIS PROJECT IS PROPOSED AS A DETACHED SINGLE FAMILY RESIDENTIAL DEVELOPMENT WITH A GROSS DENSITY OF 5.74 LOTS/AC. STANDARD LOT SIZES VARY WITH A MINIMUM LOT DIMENSION OF 40'x100'. THE PROJECT PROPOSES A TOTAL OF 107 LOTS WITH PRIVATE STREETS, PUBLIC WATER, AND PUBLIC SEWER.

FLOODPLAIN INFORMATION:

FIRM: 04013C3105M
PANEL NUMBER: 3105
PANEL DATE: 11/11/2015
SUFFIX: M
FIRM DATE: 11/11/2015
FIRM ZONE: X-SHADED
BASE FLOOD ELEV.: N/A

MISCELLANEOUS NOTES:

RETAINING WALL HEIGHTS TO BE DETERMINED AT FINAL DESIGN.

A SEPARATE PUBLIC STREET LIGHT PLAN TO BE COMPLETED DURING FINAL DESIGN.

NATIVE PLANT INVENTORY TO BE COMPLETED DURING FINAL DESIGN.

IMPROVEMENTS TO BASHA ROAD SHALL BE PREPARED ON A SEPARATE SET OF OFFSITE PLANS.

AN OFFSITE CONSTRUCTION ESTIMATE FORM FOR ALL QUANTITIES WITHIN R/W, INCLUDING PUBLIC WATER AND SEWER IN PRIVATE STREETS, SHALL BE SUBMITTED DURING FINAL DESIGN. A PERFORMANCE BOND AND CERTIFICATE OF INSURANCE ARE REQUIRED PRIOR TO ISSUING OF PERMITS. BOND TO BE CALCULATED BY THE CITY.

FOR ALL R/W DEDICATIONS, A PHASE 1 ENVIRONMENTAL ASSESSMENT SHALL BE SUBMITTED WITH THE FINAL PLAT.

DEVELOPER SHALL ENTER INTO A JOINT MAINTENANCE AGREEMENT FOR THE CANAL ALONG BASHA ROAD.

ALL EXISTING ABOVE GROUND UTILITIES ADJACENT TO THE SITE SHALL BE PLACED UNDERGROUND WITH THE CONSTRUCTION OF THIS PROJECT.

ALL EXISTING SIDEWALK AND/OR RAMPS ADJACENT TO THE PARCEL SHALL BE EVALUATED AND REPAIRED AND/OR UPDATED TO CURRENT ADA STANDARDS.

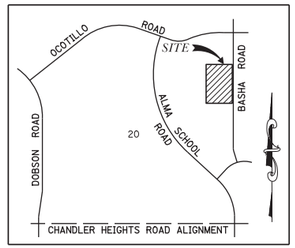
EX. STREET LIGHTS:

UPGRADE EXISTING STREETLIGHTS ALONG BASHA RD. TO MEET CURRENT CHANDLER STANDARDS. PROVIDE PUBLIC STREETLIGHTS PER CHANDLER STANDARDS FOR ALL NEW PRIVATE STREETS.

STORM WATER DISPOSAL:

STORM WATER RETENTION CALCULATIONS FOR THE SITE ARE SHOWN HEREON ON SHEETS 3. THE SITE IS REQUIRED TO DISPOSE OF ALL STORM WATER WITHIN 36 HOURS, AND IS PROPOSED TO DO SO VIA DRYWELL SYSTEMS.

ANY EXISTING DRYWELLS THAT ARE NOT USED SHALL BE DECOMMISSIONED PER ADEQ POLICIES AND PROCEDURES.



VICINITY MAP
N.T.S.

ASSESSORS PARCEL NO.

APN 303-48-002B, 303-48-003T, 303-48-003W, 303-48-013B, 303-48-013E

BENCHMARK:

CITY OF CHANDLER BENCHMARK NO. 46A
3" BRASS CAP IN CONCRETE, 70' NORTH, 70' EAST OF INTERSECTION OF BASHA ROAD & OCOTILLO ROAD; 4' NORTH OF BACK OF SIDEWALK.
ELEVATION: 1206.19 (NAVD '88)

BASIS OF BEARING:

THE BASIS OF BEARING IS THE EAST LINE OF NORTHEAST QUARTER SECTION 20, BEARS NORTH 00 DEGREES 58 MINUTES 25 SECONDS EAST PER DOCUMENT NO. 1989-018123 & 1989-018130 M.C.R.

UTILITIES:

TELEPHONE	- CENTURY LINK/ COX
ELECTRIC	- SALT RIVER PROJECT (SRP)
GAS	- SOUTHWEST GAS COMPANY
CABLE TV	- COX COMMUNICATIONS
SEWER	- CITY OF CHANDLER
WATER	- CITY OF CHANDLER
POLICE/FIRE	- CITY OF CHANDLER
REFUSE	- CITY OF CHANDLER

SITE DATA:

TOTAL LOTS	107
NET AREA	18.64 ACRES
GROSS AREA	18.64 ACRES
GROSS DENSITY	5.74 DU/AC
MAX. BLDG. HEIGHT	30' (2-STORY)
SETBACKS	SEE TYPICAL LOT DETAIL ON SHEET 4
AREA OF LOTS	10.72 ACRES
AREA OF OPEN SPACE	4.74 ACRES (25.43% GROSS, 25.43% NET)
AREA OF NEW PRIVATE STREETS TRACTS	3.18 ACRES
LOT SALES PROPOSED	YES
EX. ZONING	PAD
PROPOSED ZONING	PAD FOR SINGLE FAMILY RESIDENTIAL
LOT COVERAGE	51%

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
PP01	COVER SHEET
PP02-PP03	PRELIMINARY PLAT SHEETS

LOT TABLE

LOT #	AREA (SF)	AREA (ACRES)	LOT #	AREA (SF)	AREA (ACRES)	LOT #	AREA (SF)	AREA (ACRES)	LOT #	AREA (SF)	AREA (ACRES)
1	5,443	0.12	28	4,440	0.10	55	4,320	0.10	82	4,120	0.09
2	5,443	0.12	29	4,440	0.10	56	4,294	0.10	83	4,120	0.09
3	5,155	0.12	30	4,440	0.10	57	4,592	0.11	84	4,120	0.09
4	4,971	0.12	31	4,440	0.10	58	4,120	0.09	85	4,108	0.09
5	4,961	0.11	32	4,440	0.10	59	4,120	0.09	86	4,108	0.09
6	7,001	0.16	33	4,440	0.10	60	4,120	0.09	87	4,120	0.09
7	7,001	0.16	34	4,440	0.10	61	4,120	0.09	88	4,120	0.09
8	5,119	0.12	35	4,440	0.10	62	4,120	0.09	89	4,120	0.09
9	4,424	0.10	36	4,368	0.10	63	4,120	0.09	90	4,120	0.09
10	4,440	0.10	37	4,117	0.09	64	4,120	0.09	91	4,130	0.09
11	4,440	0.10	38	4,399	0.10	65	4,120	0.09	92	4,295	0.10
12	4,440	0.10	39	4,207	0.10	66	4,120	0.09	93	4,672	0.11
13	4,440	0.10	40	4,120	0.09	67	4,120	0.09	94	4,728	0.11
14	4,440	0.10	41	4,120	0.09	68	4,120	0.09	95	4,633	0.11
15	4,440	0.10	42	4,120	0.09	69	4,120	0.09	96	4,612	0.11
16	4,440	0.10	43	4,120	0.09	70	4,120	0.09	97	4,590	0.11
17	4,397	0.10	44	4,120	0.09	71	4,120	0.09	98	4,568	0.10
18	4,107	0.09	45	4,120	0.09	72	4,120	0.09	99	4,688	0.11
19	4,549	0.10	46	4,120	0.09	73	4,120	0.09	100	4,052	0.09
20	4,173	0.10	47	4,120	0.09	74	4,120	0.09	101	4,000	0.09
21	4,427	0.10	48	4,120	0.09	75	4,120	0.09	102	4,000	0.09
22	4,440	0.10	49	4,120	0.09	76	4,206	0.10	103	4,004	0.09
23	4,440	0.10	50	4,120	0.09	77	4,426	0.10	104	4,000	0.09
24	4,440	0.10	51	4,120	0.09	78	4,120	0.09	105	4,000	0.09
25	4,440	0.10	52	4,508	0.10	79	4,120	0.09	106	4,000	0.09
26	4,440	0.10	53	4,520	0.10	80	4,120	0.09	107	4,000	0.09
27	4,440	0.10	54	4,320	0.10	81	4,120	0.09			

Contact Arizona 811 at least two full working days before you begin excavation
Arizona811
Call 811 or click Arizona811.com

HAVENWOOD MANOR
CHANDLER, ARIZONA
COVER SHEET

Registered Professional Engineer
CERTIFICATE NO. 45652
MATTHEW J. MANCINI
10/14/25
ARIZONA, U.S.A.

EXPIRES: 12/31/2027

3engineering
civil engineering
planning
surveying

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DESIGNER: M. MANCINI
DRAWN BY: D. MENTON
CHECKED: M. MANCINI

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SCOTTSDALE, ARIZONA 85251
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FAX: (602) 490-3230
WWW.3ENGINEERING.COM

DATE: 10/14/25

PROJECT NO.
5357

SHEET NO.
PP01
1 of 3

C.O.C. LOG. NO. PLT25-0006

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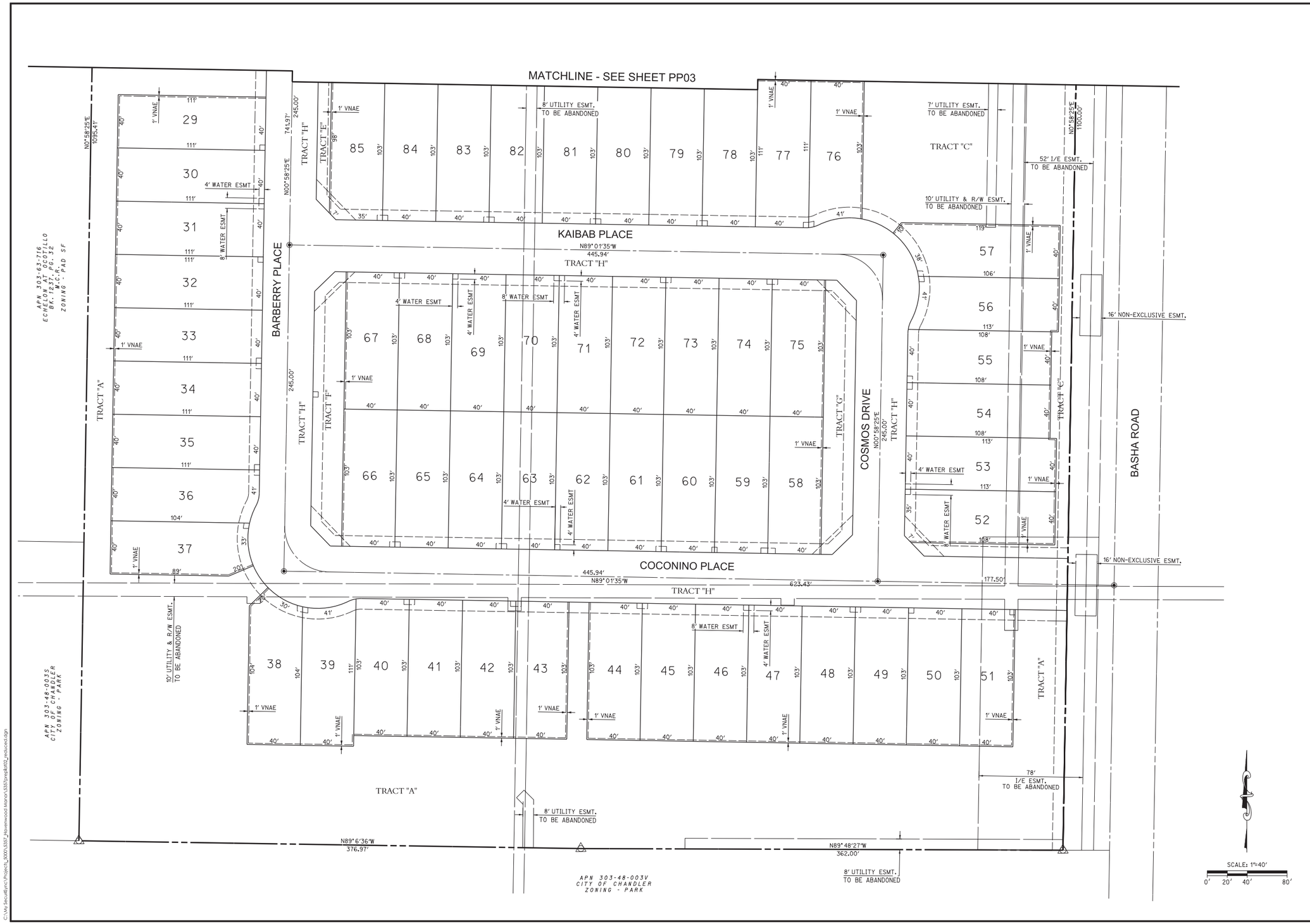

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Call 811 or click Arizona811.com

SNORMS8

HAVENWOOD MANOR
CHANDLER, ARIZONA

PRELIMINARY PLAT

Registered Professional Engineer (Civil)
CERTIFICATE NO. 45652
MATTHEW J. MANCINI
10/14/25
Date Signed
ARIZONA, U.S.A.

EXPIRES: 12/31/2027

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planning civil engineering surveying

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DATE: 10/14/25

PROJECT NO.
5357

SHEET NO.
PP02
2 of 3

C.O.C. LOG. NO. PLT25-0006

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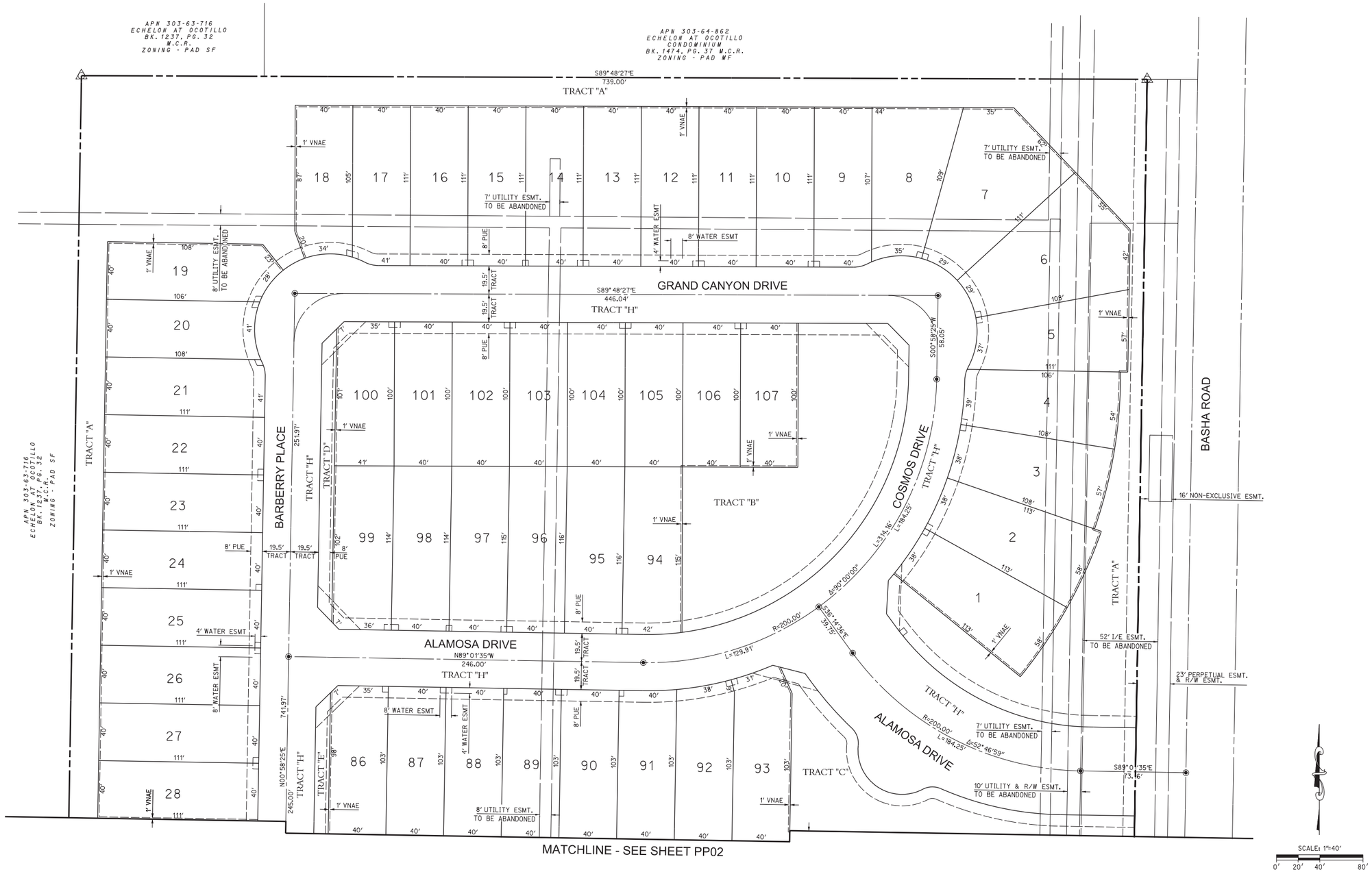

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SNORMAN

HAVENWOOD MANOR
CHANDLER, ARIZONA

PRELIMINARY PLAT

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CERTIFICATE NO. 45652
MATTHEW J. MANCINI
10/14/25
Date Signed
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DATE: 10/14/25

PROJECT NO.
5357

SHEET NO.
PP03
3 of 3

C.O.C. LOG. NO. PLT25-0006

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APPENDIX A:
BUILDING ELEVATIONS & FLOORPLANS

30' MARKET RATE :: SP-3

2	•	PRODUCT MATRIX	
3	•	SETBACK EXHIBIT :: BASE CONDITION	
4	•	SETBACK EXHIBIT :: MAX CONDITION	
5	•	ELEVATION MATRIX :: FRONT	
6-7	•	ELEVATION MATRIX :: RIGHT	
8	•	ELEVATION MATRIX :: REAR	
9-10	•	ELEVATION MATRIX :: LEFT	
11	•	TYP. STREET SCENES :: FRONT & REAR	
12	•	PLAN 1 - PRAIRIE WILLOW - 7345	:: 2,349 S.F.
23	•	PLAN 2 - AVALON - 7351	:: 2,457 S.F.
34	•	PLAN 3 - SEAVIEW - 7357	:: 2,519 S.F.
45	•	PLAN 4 - HAMPTON - 7156	:: 2,762 S.F.
56	•	ARCHITECTURAL DETAILS	



Design Review | (110) 40' x 103' Lots

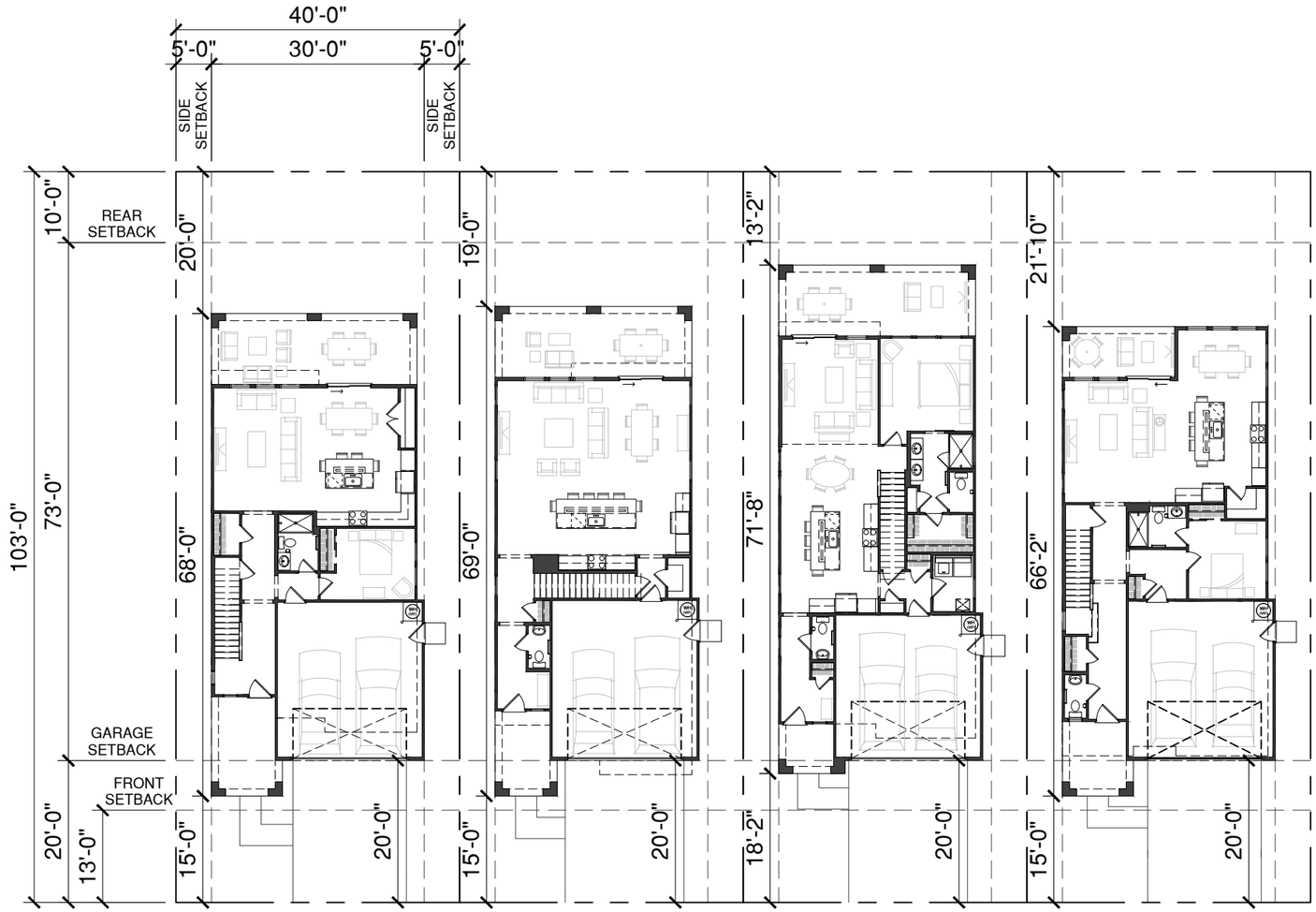
AZD Havenwood Manor :: Chandler, AZ

*04/**04**/2025* ***(Revised 07/15/2025)***

KHovnanian Homes

AZD Havenwood Manor 30' - Chandler, AZ															
Havenwood Manor - 30' Market Rate - Spec 3	*(Typ). Lot 40'x103'*														
	Floors	**Livable SF**	**Width**	**Base Depth**	**Max Depth**	**Bed Dn**	**Bed Up**	**Bath**	**Home Office**	**Loft**	**ESuite+**	**HovHub**	**HovHall**	**Laundry**	**Garage**	**Patio**
Plan 1 - 7345 *Prairie Willow*	*2*	*2,349*	*30'-0"*	*68'-0"*	*68'-0"*	1	4 *	3	***N/A***	1	1	***N/A***	***N/A***	UP	2 CAR	*Standard*
Plan 2 - 7351 *Avalon*	*2*	*2,457*	*28'-9"*	*69'-0"*	*69'-0"*	0	3*	2.5	***N/A***	1	***N/A***	***N/A***	***N/A***	UP	2 CAR	*Standard*
Plan 3 - 7357 *Seaview*	*2*	*2,519*	*28'-9"*	*71'-8"*	*73'-8"*	1*	3	3.5	***N/A***	1	***N/A***	***N/A***	1	DN	2 CAR	*Standard*
Plan 4 - 7156 *Hampton*	*2*	*2,762*	*30'-0"*	*66'-2"*	*66'-2"*	1	4 *	3.5	***N/A***	1	1	***N/A***	1	UP	2 CAR	*Standard*

** Identifies location of Primary Bedroom*



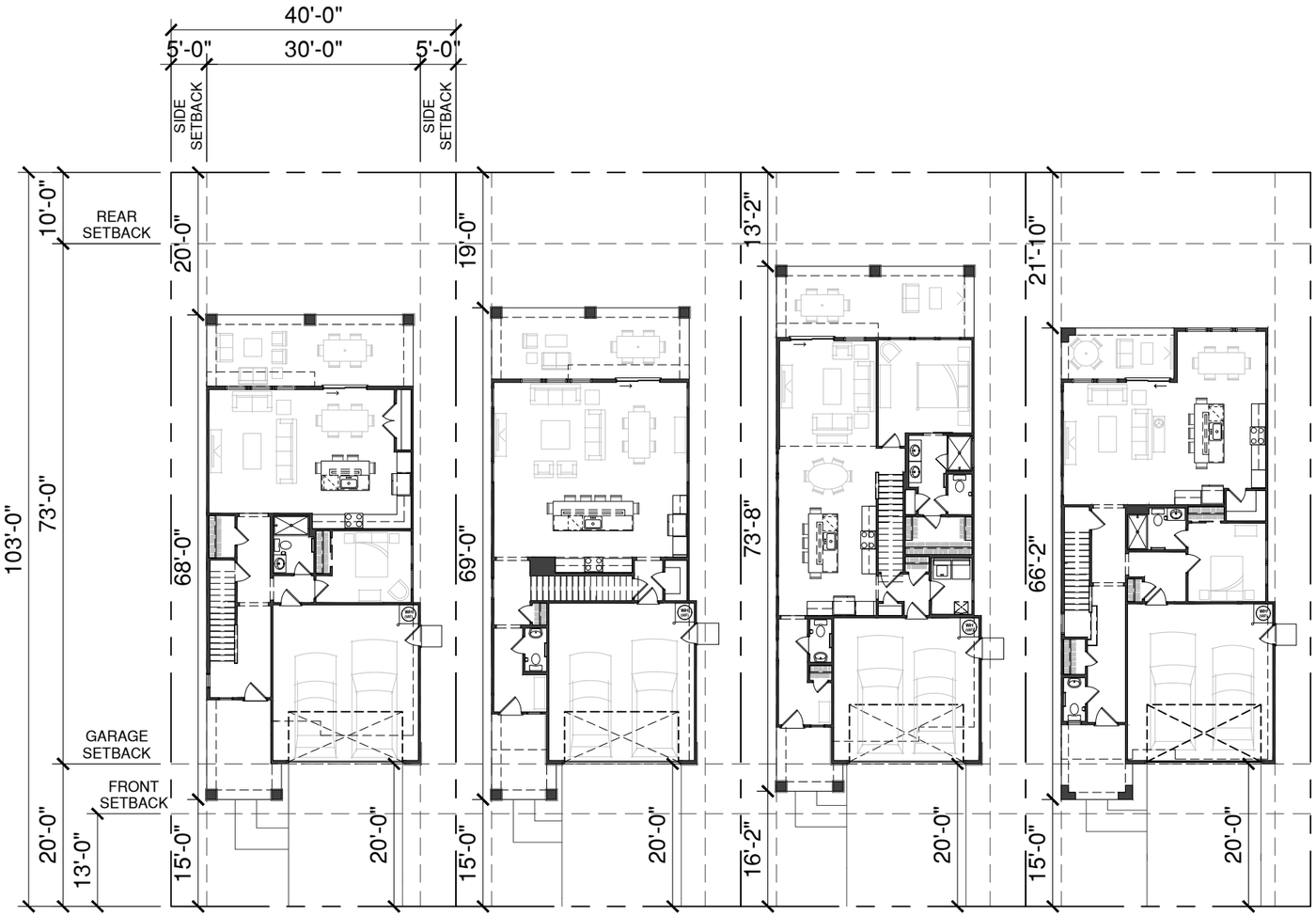
PRAIRIE WILLOW
PLAN 1 - 7345
FORM UD - SPANISH MODERN
2,349 SQ.FT. :: 30'-0" x 68'-0"

AVALON
PLAN 2 - 7351
FORM UD - SPANISH MODERN
2,457 SQ.FT. :: 28'-9" x 69'-0"

SEAVIEW
PLAN 3 - 7357
FORM UA - SPANISH MODERN
2,519 SQ.FT. :: 28'-9" x 71'-8"

HAMPTON
PLAN 4 - 7156
FORM UD - SPANISH MODERN
2,762 SQ.FT. :: 30'-0" x 66'-2"

SETBACK EXHIBIT - BASE HOUSE
SCALE :: 1" = 20'-0"



PRAIRIE WILLOW
PLAN 1 - 7345
FORM YD - CRAFTSMAN
2,349 SQ.FT. :: 30'-0" x 68'-0"

AVALON
PLAN 2 - 7351
FORM YD - CRAFTSMAN
2,457 SQ.FT. :: 28'-9" x 69'-0"

SEAVIEW
PLAN 3 - 7357
FORM YA - CRAFTSMAN
2,519 SQ.FT. :: 28'-9" x 73'-8"

HAMPTON
PLAN 4 - 7156
FORM UD - SPANISH MODERN
2,762 SQ.FT. :: 30'-0" x 66'-2"

SETBACK EXHIBIT - MAX CONDITION
SCALE :: 1" = 20'-0"

PLAN 1 - PRAIRIE WILLOW (#7345)



PLAN 2 - AVALON (#7351)



PLAN 3 - SEAVIEW (#7357)



PLAN 4 - HAMPTON (#7156)



SPANISH ELEVATIONS (FORM - UD)

*FORM UA - SPANISH MODERN









FARMHOUSE ELEVATIONS (FORM - WD)

*FORM WA - FARMHOUSE









CRAFTSMAN ELEVATIONS (FORM - YD)

*FORM YA - CRAFTSMAN









CONTEMPORARY ELEVATIONS (FORM - ZD)

*FORM ZA - CONTEMPORARY

*DESIGNATES FORM LETTER FOR SPECIFIED ELEVATION

PLAN 1 - PRAIRIE WILLOW (#7345)

PLAN 2 - AVALON (#7351)

PLAN 3 - SEAVIEW (#7357)



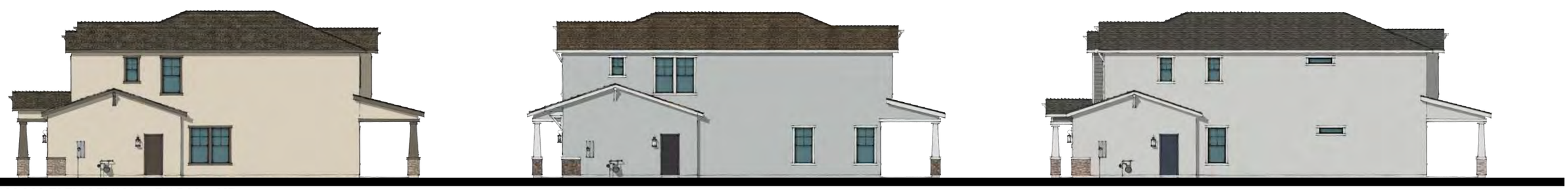
SPANISH ELEVATIONS (FORM - UD)

*FORM UA - SPANISH MODERN



FARMHOUSE ELEVATIONS (FORM - WD)

*FORM WA - FARMHOUSE



CRAFTSMAN ELEVATIONS (FORM - YD)

*FORM YA - CRAFTSMAN



CONTEMPORARY ELEVATIONS (FORM - ZD)

*FORM ZA - CONTEMPORARY *DESIGNATES FORM LETTER FOR SPECIFIED ELEVATION

PLAN 4 - HAMPTON (#7156)



SPANISH ELEVATIONS (FORM - UD)



FARMHOUSE ELEVATIONS (FORM - WD)



CRAFTSMAN ELEVATIONS (FORM - YD)



CONTEMPORARY ELEVATIONS (FORM - ZD)



PLAN 1 - PRAIRIE WILLOW (#7345)

PLAN 2 - AVALON (#7351)

PLAN 3 - SEAVIEW (#7357)



SPANISH ELEVATIONS (FORM - UD)

*FORM UA - SPANISH MODERN



FARMHOUSE ELEVATIONS (FORM - WD)

*FORM WA - FARMHOUSE



CRAFTSMAN ELEVATIONS (FORM - YD)

*FORM YA - CRAFTSMAN



CONTEMPORARY ELEVATIONS (FORM - ZD)

*FORM ZA - CONTEMPORARY *DESIGNATES FORM LETTER FOR SPECIFIED ELEVATION

PLAN 4 - HAMPTON (#7156)



SPANISH ELEVATIONS (FORM - UD)



FARMHOUSE ELEVATIONS (FORM - WD)



CRAFTSMAN ELEVATIONS (FORM - YD)



CONTEMPORARY ELEVATIONS (FORM - ZD)



PRAIRIE WILLOW	AVALON	SEAVIEW	HAMPTON	AVALON
PLAN 1 - #7345	**PLAN 2 - #7351**	**PLAN 3 - #7357**	**PLAN 4 - #7156**	**PLAN 2 - #7351**
FORM UD - SPANISH MODERN	FORM WD - FARMHOUSE	FORM YA - CRAFTSMAN	FORM ZD - CONTEMPORARY	FORM UD - SPANISH MODERN
2,379 SQ. FT. :: SINGLE STORY	2,490 SQ. FT. :: SINGLE STORY	2,519 SQ. FT. :: SINGLE STORY	2,762 SQ. FT. :: SINGLE STORY	2,519 SQ. FT. :: SINGLE STORY

STREET SCENE - FRONT
SCALE = NTS



PRAIRIE WILLOW	AVALON	SEAVIEW	HAMPTON	AVALON
PLAN 1 - #7345	**PLAN 2 - #7351**	**PLAN 3 - #7357**	**PLAN 4 - #7156**	**PLAN 2 - #7351**
FORM UD - SPANISH MODERN	FORM WD - FARMHOUSE	FORM YA - CRAFTSMAN	FORM ZD - CONTEMPORARY	FORM UD - SPANISH MODERN
2,379 SQ. FT. :: SINGLE STORY	2,490 SQ. FT. :: SINGLE STORY	2,519 SQ. FT. :: SINGLE STORY	2,762 SQ. FT. :: SINGLE STORY	2,519 SQ. FT. :: SINGLE STORY

STREET SCENE - REAR
SCALE = NTS

PLAN 1

LIV. SF:	2,349
PLAN W x D:	29'-0" X 68'-0"
PLAN #:	**7345**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	PRAIRIE WILLOW

VITAL STATS

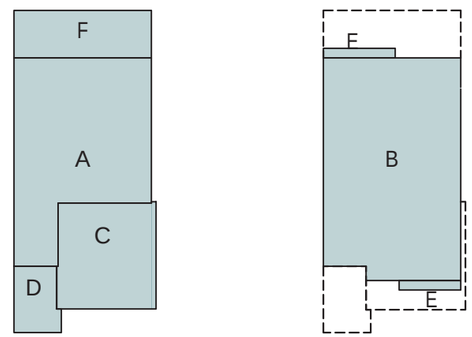
BEDROOM	**5**
BATH	**3**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

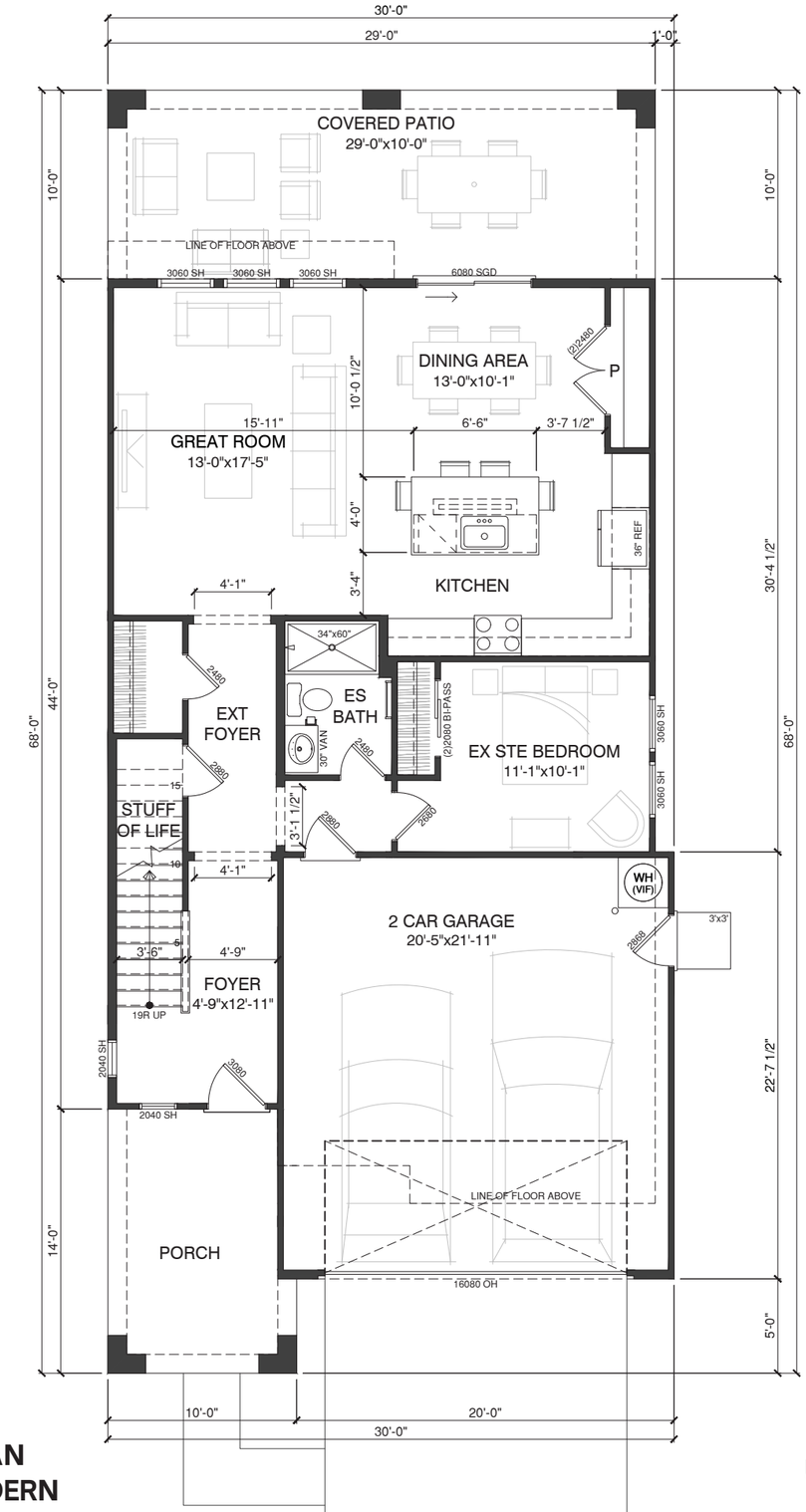
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

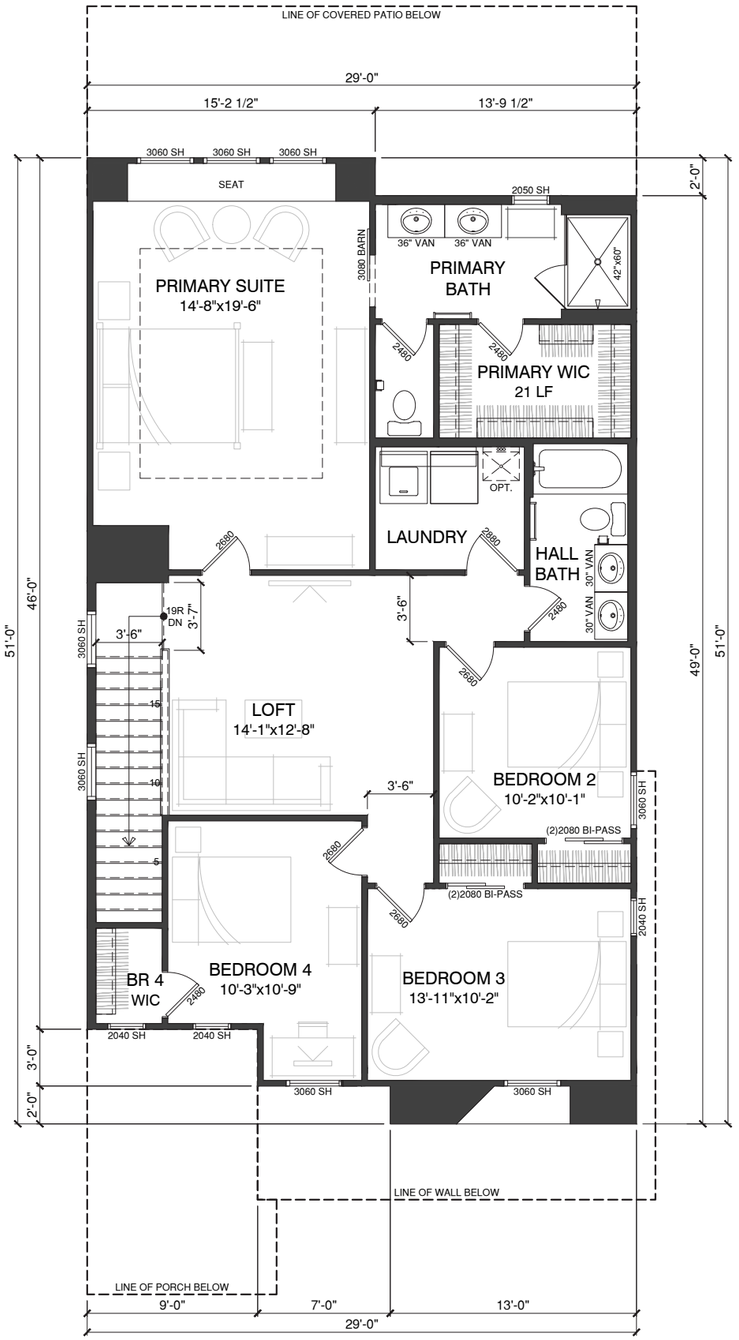
MAX. LIVABLE (A+B):	2,349
(A) 1ST FLR LIVABLE:	**1,013**
(B) 2ND FLR LIVABLE:	**1,366**
(C) GARAGE:	
2 CAR GARAGE:	**465**
(D) COVERED ENTRY:	
ELEVATION UD:	**131**
ELEVATION WD:	**130**
ELEVATION YD:	**134**
ELEVATION ZD:	**131**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**0+56**
ELEVATION WD:	**0+30**
ELEVATION YD:	**0+56**
ELEVATION ZD:	**0+62**
(F) COVERED PATIO:	**290**
MAX FOOTPRINT	1,902

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,902 / 4,120 = 46.1%**



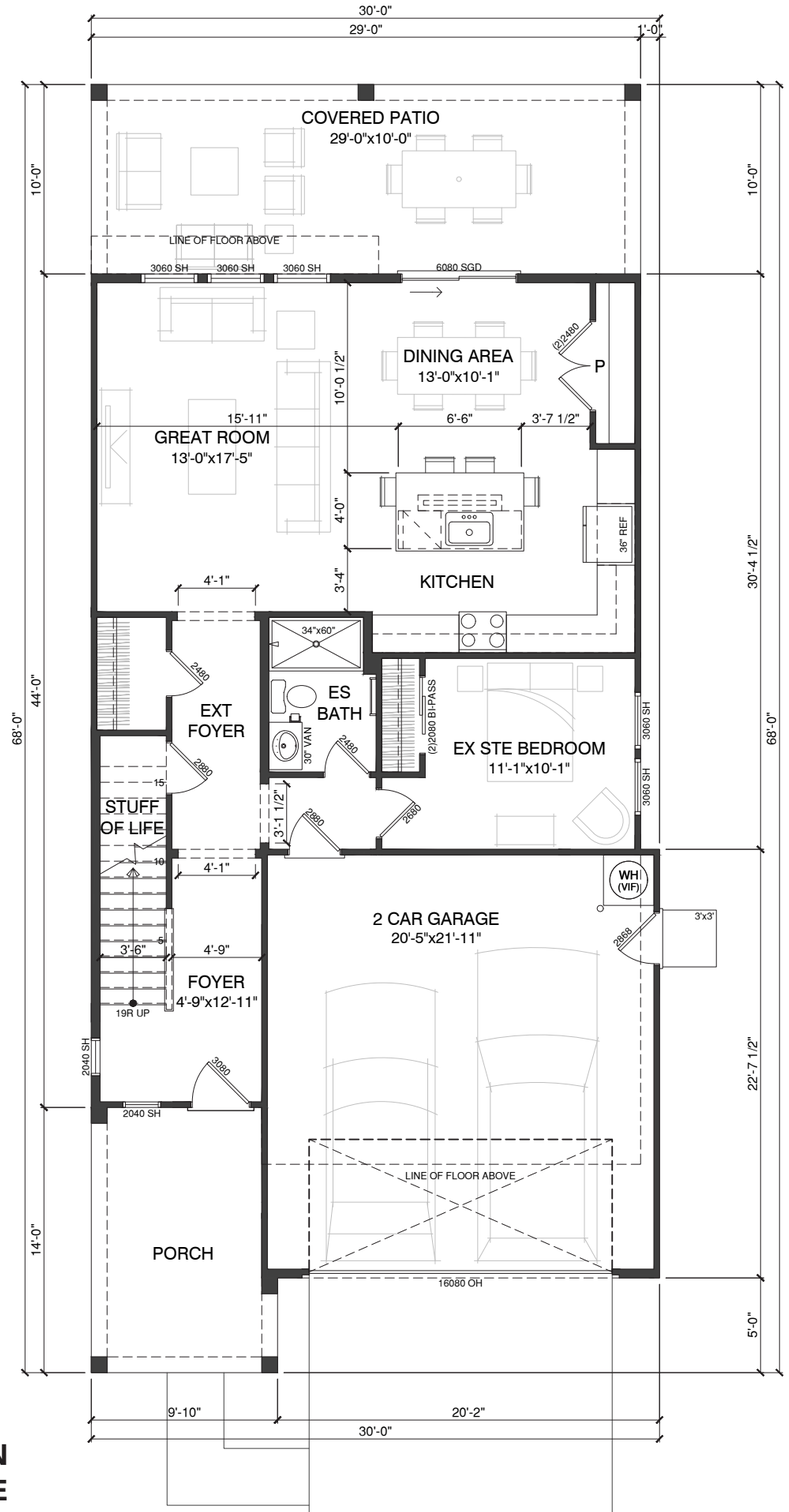


FIRST FLOOR PLAN
UD - SPANISH MODERN

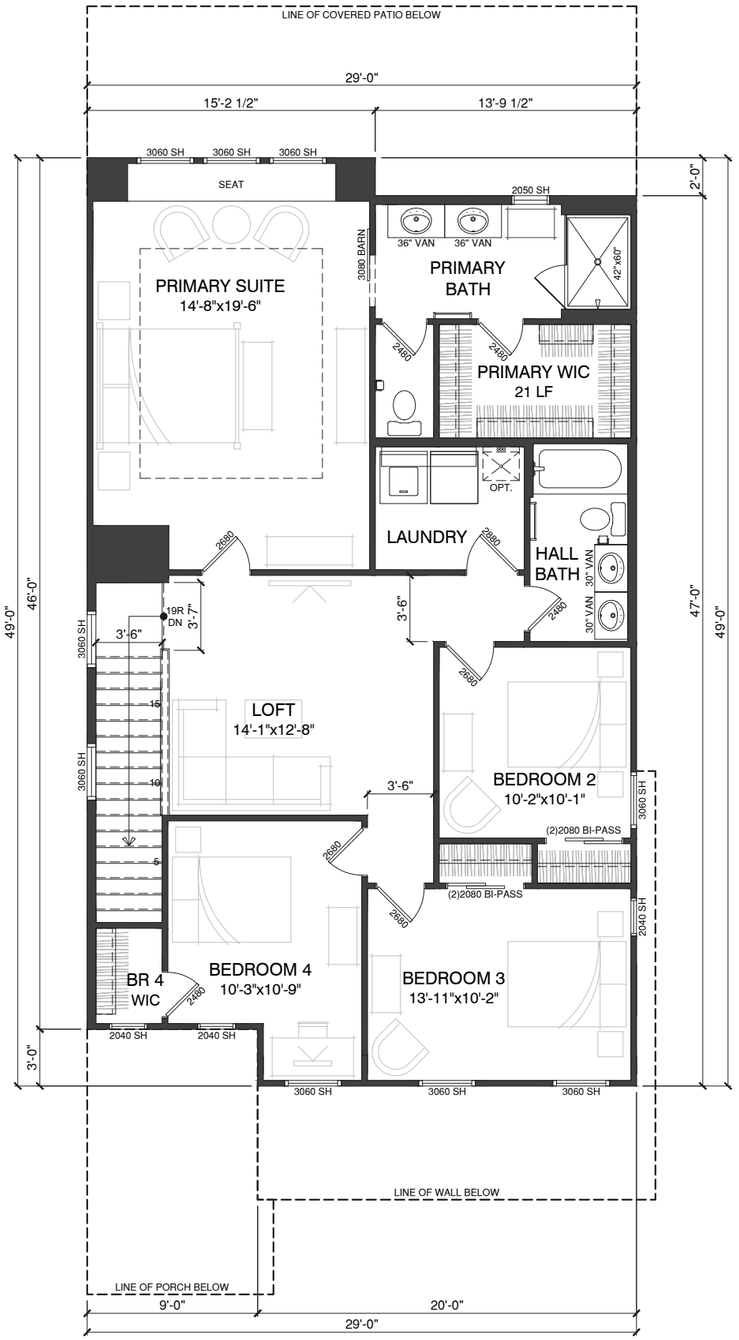


SECOND FLOOR PLAN
UD - SPANISH MODERN

AZD Havenwood Manor :: Chandler, AZ



FIRST FLOOR PLAN
WD - FARMHOUSE



SECOND FLOOR PLAN
WD - FARMHOUSE

AZD Havenwood Manor :: Chandler, AZ

30' MARKET RATE :: SPEC-3

PLAN 1

LIV. SF:	2,349
PLAN W x D:	29'-0" X 68'-0"
PLAN #:	**7345**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	PRAIRIE WILLOW

VITAL STATS

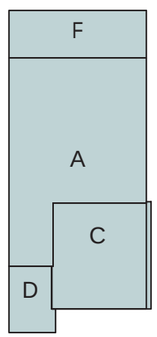
BEDROOM	**5**
BATH	**3**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

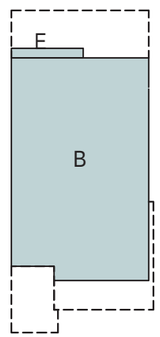
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,349
(A) 1ST FLR LIVABLE:	**1,013**
(B) 2ND FLR LIVABLE:	**1,366**
(C) GARAGE:	
2 CAR GARAGE:	**465**
(D) COVERED ENTRY:	
ELEVATION UD:	**131**
ELEVATION WD:	**130**
ELEVATION YD:	**134**
ELEVATION ZD:	**131**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**0+56**
ELEVATION WD:	**0+30**
ELEVATION YD:	**0+56**
ELEVATION ZD:	**0+62**
(F) COVERED PATIO:	**290**
MAX FOOTPRINT	1,902

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,902 / 4,120 = 46.1%**





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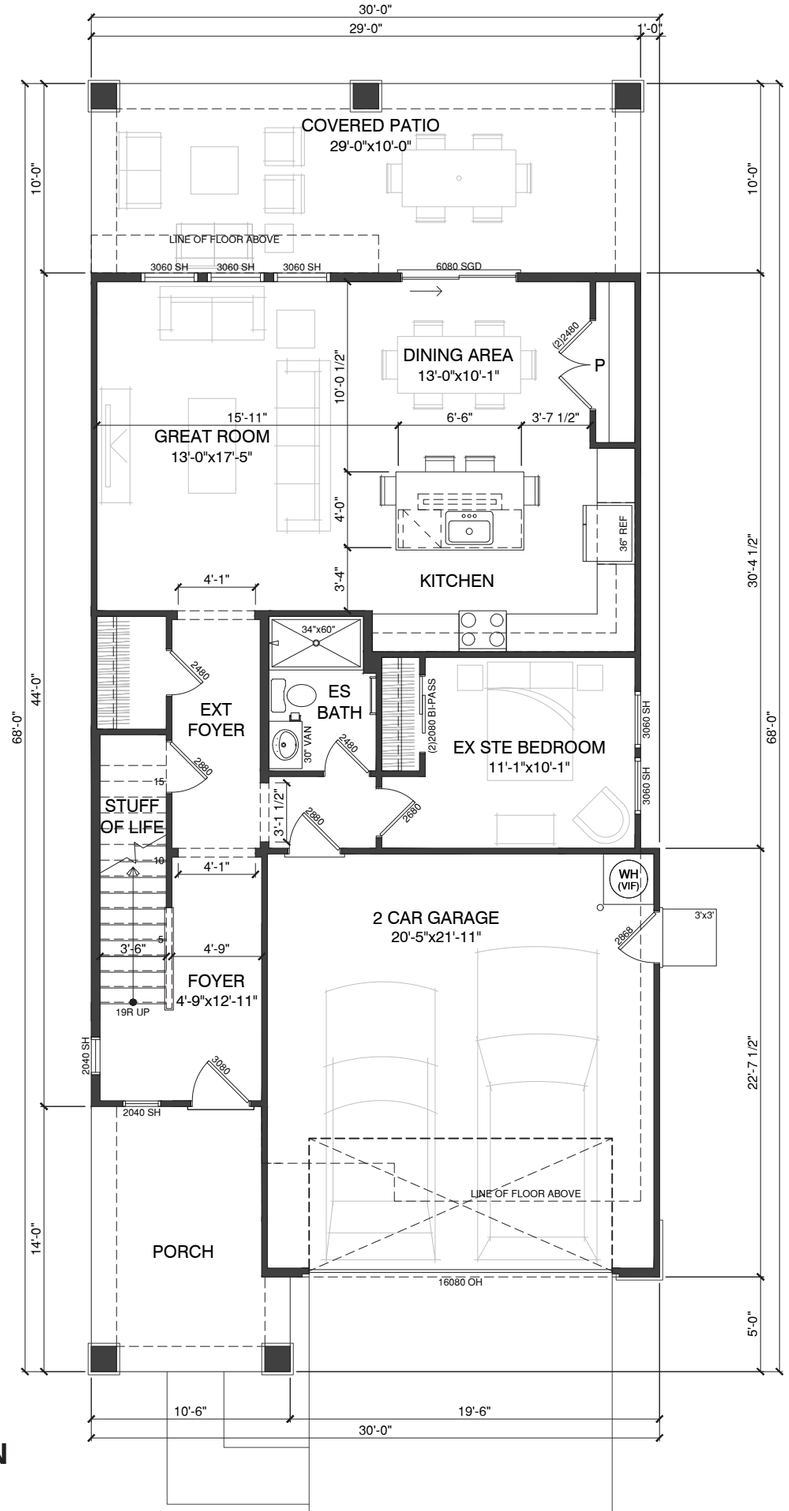
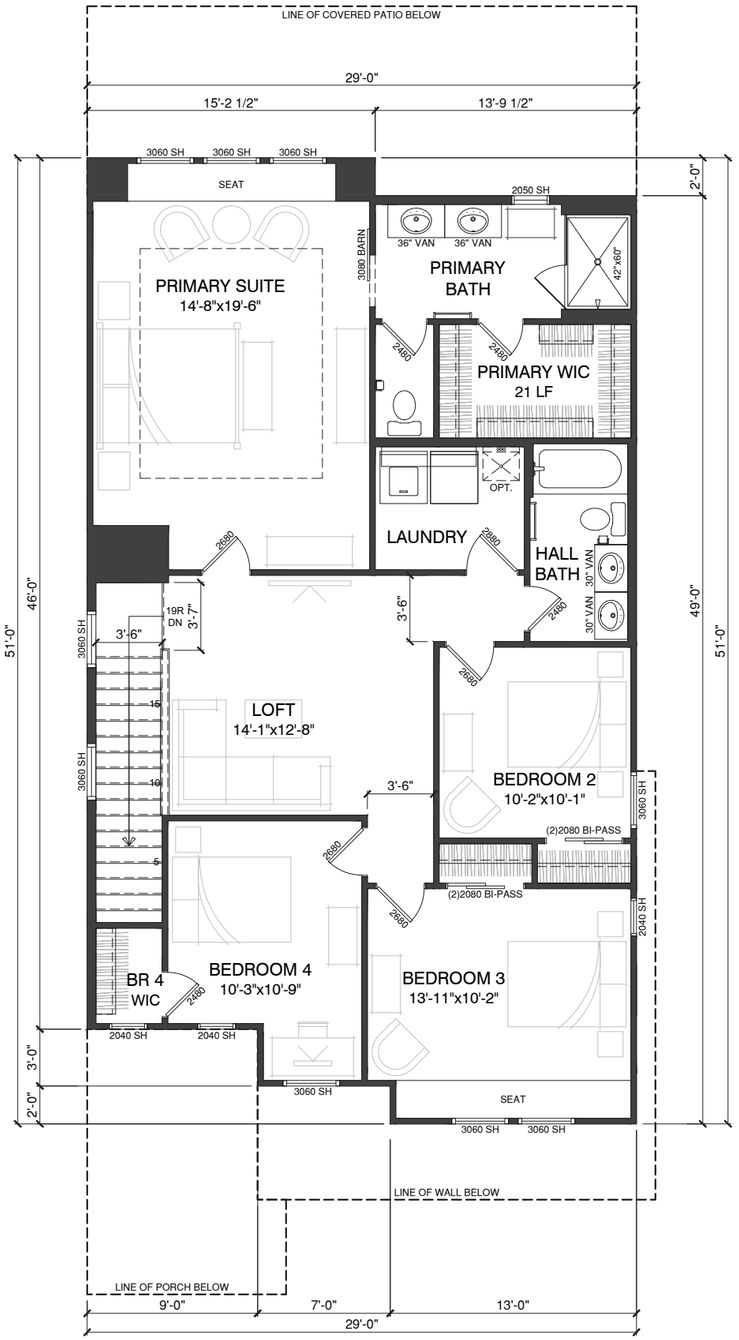


FIRST FLOOR PLAN
YD - CRAFTSMAN



SECOND FLOOR PLAN
YD - CRAFTSMAN

AZD Havenwood Manor :: Chandler, AZ

30' MARKET RATE :: SPEC-3

PLAN 1

LIV. SF:	2,349
PLAN W x D:	29'-0" X 68'-0"
PLAN #:	**7345**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	PRAIRIE WILLOW

VITAL STATS

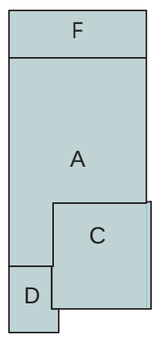
BEDROOM	**5**
BATH	**3**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

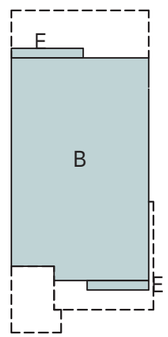
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,349
(A) 1ST FLR LIVABLE:	**1,013**
(B) 2ND FLR LIVABLE:	**1,366**
(C) GARAGE:	
2 CAR GARAGE:	**465**
(D) COVERED ENTRY:	
ELEVATION UD:	**131**
ELEVATION WD:	**130**
ELEVATION YD:	**134**
ELEVATION ZD:	**131**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**0+56**
ELEVATION WD:	**0+30**
ELEVATION YD:	**0+56**
ELEVATION ZD:	**0+62**
(F) COVERED PATIO:	**290**
MAX FOOTPRINT	1,902

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,902 / 4,120 = 46.1%**





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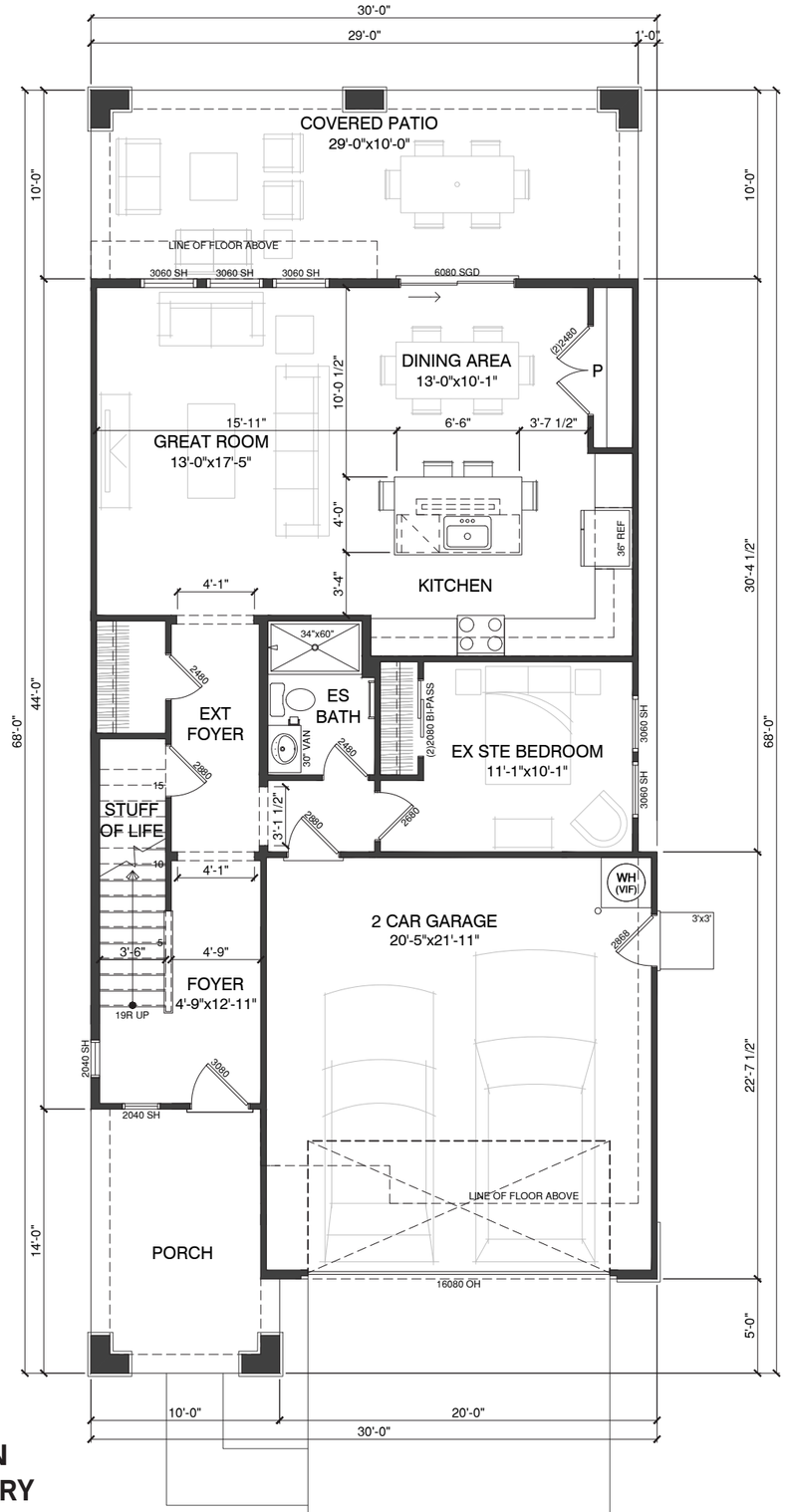
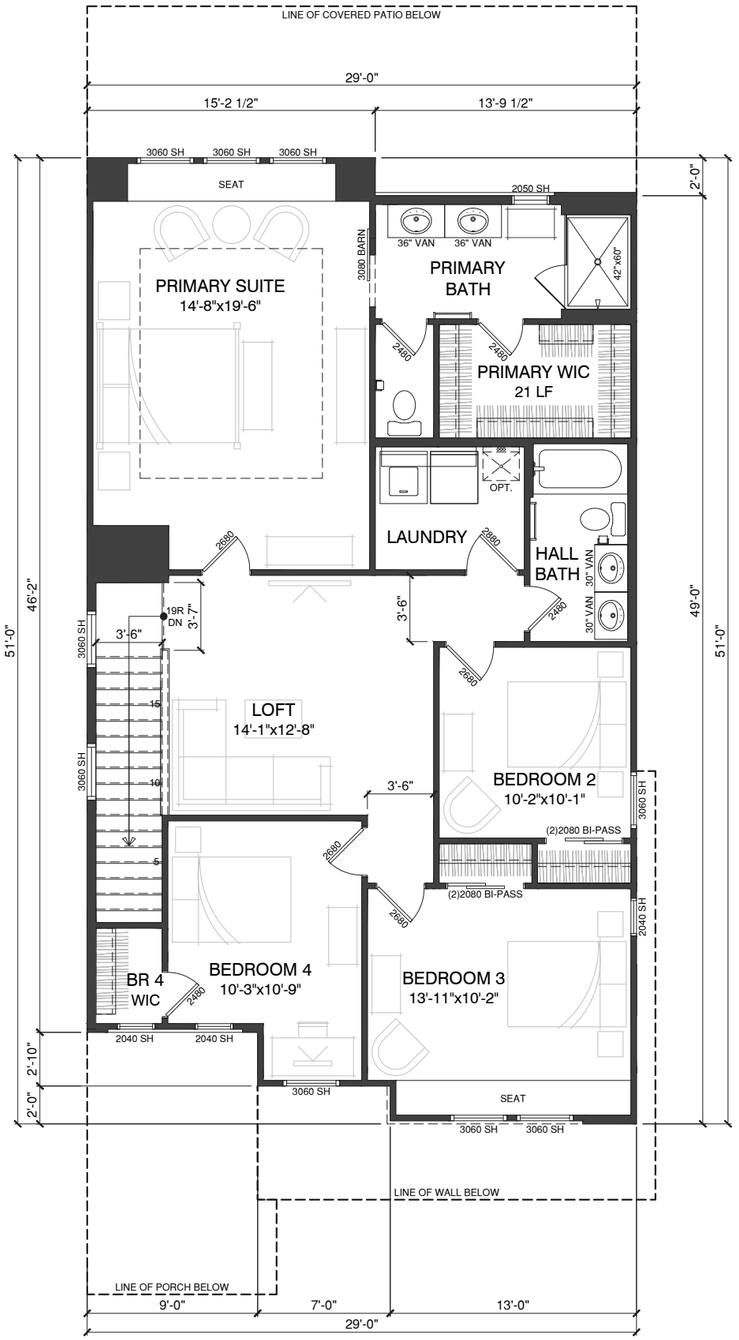


FIRST FLOOR PLAN
ZD - CONTEMPORARY



SECOND FLOOR PLAN
ZD - CONTEMPORARY

AZD Havenwood Manor :: Chandler, AZ

30' MARKET RATE :: SPEC-3

PLAN 1

LIV. SF:	2,349
PLAN W x D:	29'-0" X 68'-0"
PLAN #:	**7345**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	PRAIRIE WILLOW

VITAL STATS

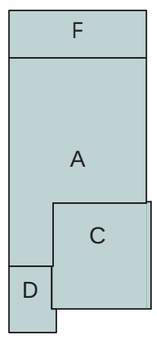
BEDROOM	**5**
BATH	**3**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

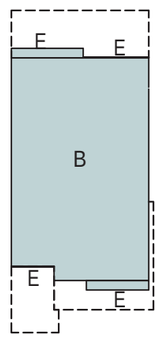
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,349
(A) 1ST FLR LIVABLE:	**1,013**
(B) 2ND FLR LIVABLE:	**1,366**
(C) GARAGE:	
2 CAR GARAGE:	**465**
(D) COVERED ENTRY:	
ELEVATION UD:	**131**
ELEVATION WD:	**130**
ELEVATION YD:	**134**
ELEVATION ZD:	**131**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**0+56**
ELEVATION WD:	**0+30**
ELEVATION YD:	**0+56**
ELEVATION ZD:	**0+62**
(F) COVERED PATIO:	**290**
MAX FOOTPRINT	1,902

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,902 / 4,120 = 46.1%**





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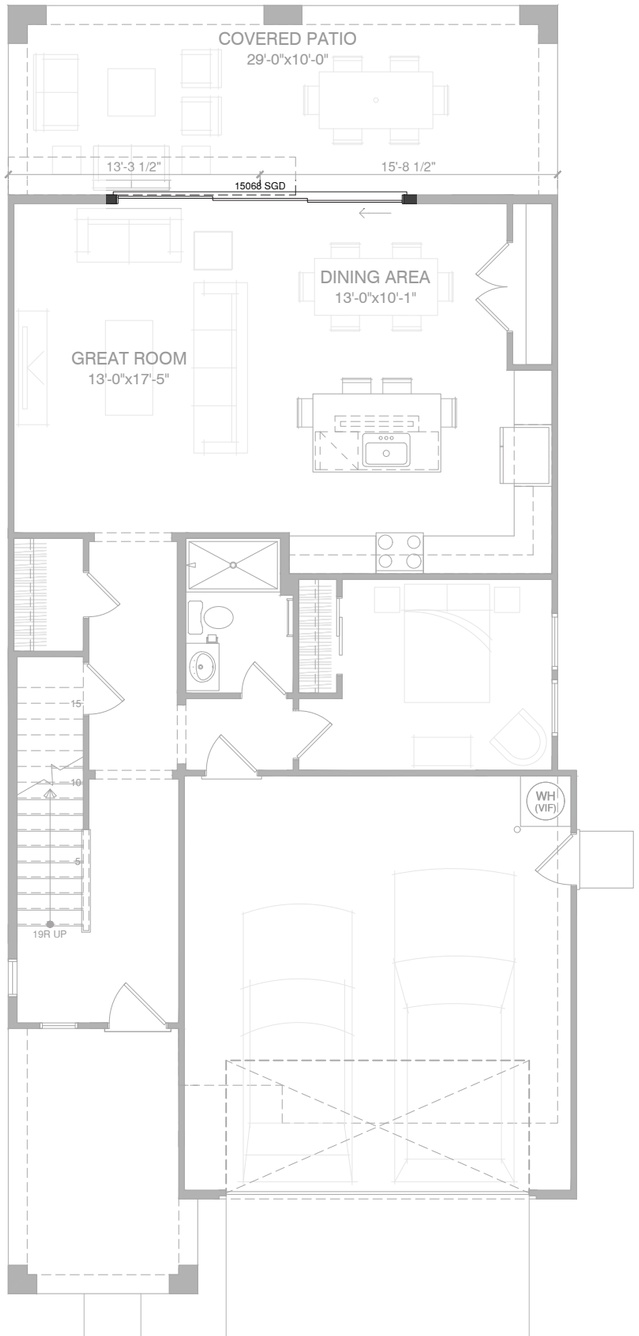
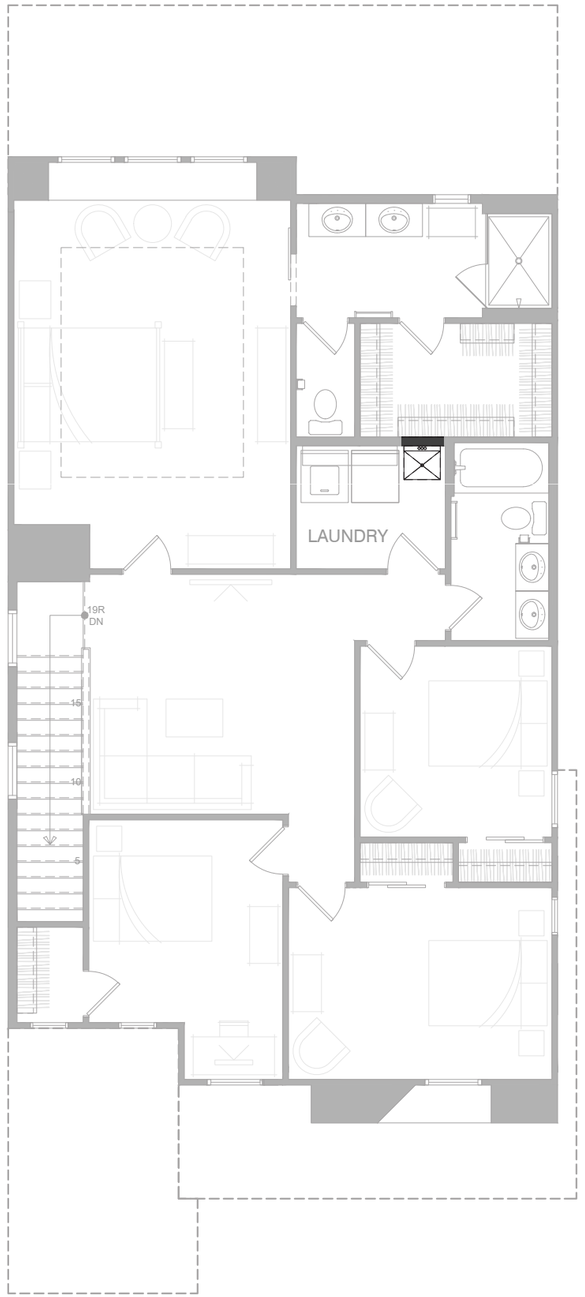


FIRST FLOOR PLAN
UD - SPANISH MODERN



SECOND FLOOR PLAN
UD - SPANISH MODERN

PLAN 1

LIV. SF:	2,349
PLAN W x D:	29'-0" X 68'-0"
PLAN #:	**7345**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	PRAIRIE WILLOW

VITAL STATS

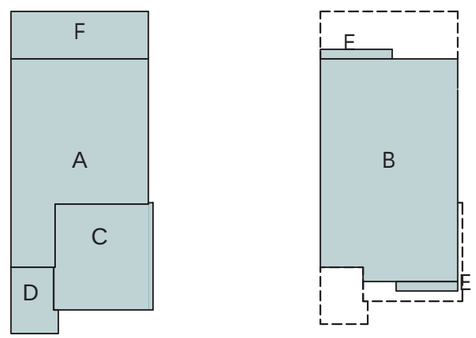
BEDROOM	**5**
BATH	**3**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,349
(A) 1ST FLR LIVABLE:	**1,013**
(B) 2ND FLR LIVABLE:	**1,366**
(C) GARAGE:	
2 CAR GARAGE:	**465**
(D) COVERED ENTRY:	
ELEVATION UD:	**131**
ELEVATION WD:	**130**
ELEVATION YD:	**134**
ELEVATION ZD:	**131**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**0+56**
ELEVATION WD:	**0+30**
ELEVATION YD:	**0+56**
ELEVATION ZD:	**0+62**
(F) COVERED PATIO:	**290**
MAX FOOTPRINT	1,902

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,902 / 4,120 = 46.1%**



OPTION :: 15080 SGD AT GREAT ROOM AND DINING AREA
OPTION :: LAUNDRY TUB AT LAUNDRY

30' MARKET RATE :: SP-3

PLAN 1

PRAIRIE WILLOW

LIV. SF:	2,379
PLAN W x D:	29'-0" x 68'-0"
PLAN #:	7345

FORM: UD - SPANISH MODERN



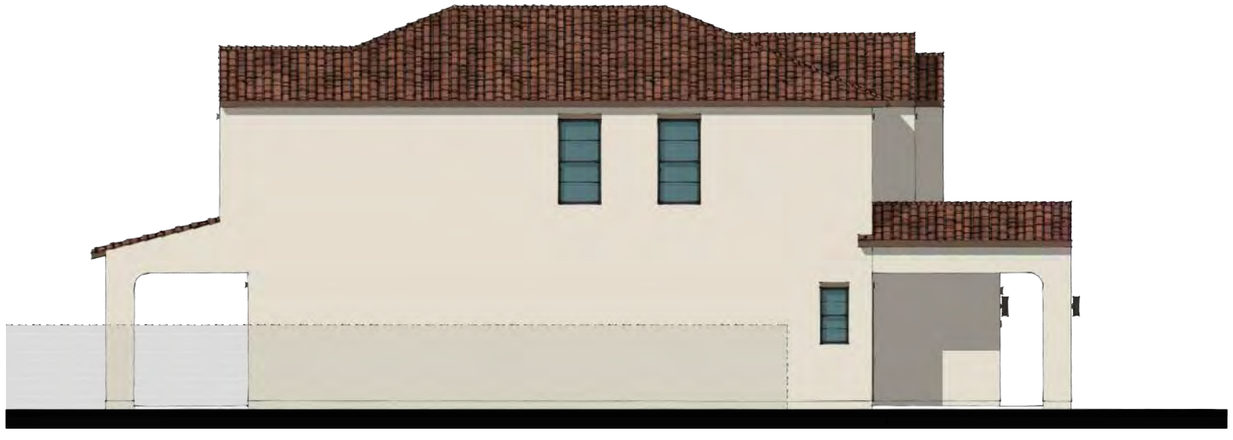
FORM UD - SPANISH MODERN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



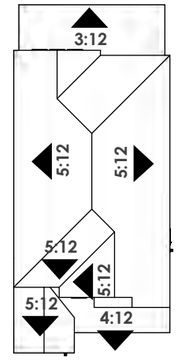
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'S' TILES
3. 0" RAKES AND 12" EAVES
4. TAPERED RECESS AT WINDOWS
5. DECORATIVE ARCH DETAILS
6. DECORATIVE GABLE RECESS DETAILS
7. DECORATIVE SHUTTERS
8. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
9. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.
10. PLATE @ ENTRY - 11'-1" A.F.F.

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30' MARKET RATE :: SP-3

PLAN 1

PRAIRIE WILLOW

LIV. SF:	2,3**4**9
PLAN W x D:	29'-0" x 68'-0"
PLAN #:	7345

FORM: WD - FARMHOUSE



FORM WD - FARMHOUSE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



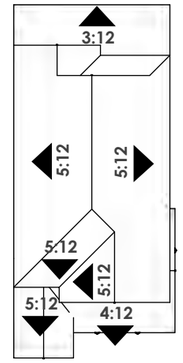
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE VENT DETAILS
5. DECORATIVE CORBLE DETAILS
6. DECORATIVE BOARD & BATTON
7. DECORATIVE SHUTTERS
8. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
9. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.
10. PLATE @ ENTRY - 10'-7" A.F.F.

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30' MARKET RATE :: SP-3

PLAN 1

PRAIRIE WILLOW

LIV. SF:	2,3**4**9
PLAN W x D:	29'-0" x 68'-0"
PLAN #:	7345
FORM:	YD - CRAFTSMAN



FORM YD - CRAFTSMAN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



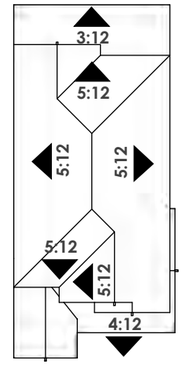
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE BRACKET DETAILS
5. DECORATIVE SIDING
6. DECORATIVE SHUTTERS
7. DECORATIVE VENEER ACCENTS
8. PLATE HEIGHT - 10-1" A.F.F. / 9'-1" A.S.F.F.
9. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.
10. PLATE @ ENTRY - 10'-7" A.F.F.

KHovnanian Homes

30' MARKET RATE :: SP-3

PLAN 1

PRAIRIE WILLOW

LIV. SF:	2,349
PLAN W x D:	29'-0" x 68'-0"
PLAN #:	7345

FORM: ZD - CONTEMPORARY



FORM ZD - CONTEMPORARY
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



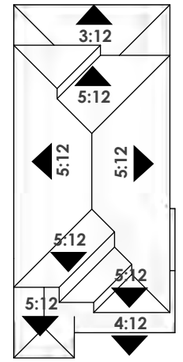
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT HIPS
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE SIDING
5. MASONRY VENEER ACCENTS
6. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
7. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.
8. PLATE @ ENTRY - 10'-7" A.F.F.

KHovnanian Homes

PLAN 1

PRAIRIE WILLOW

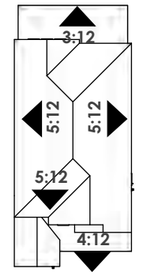
LIV. SF:	**2,379**
PLAN W x D:	VARIES
PLAN #:	7345

OPT. 15080 MULTI-SLIDE AT COVERED PATIO



FORM UD - SPANISH MODERN

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"

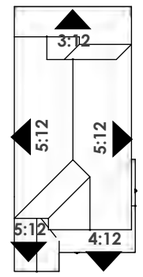


FORM UD - SPANISH MODERN



FORM WD - FARMHOUSE

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"

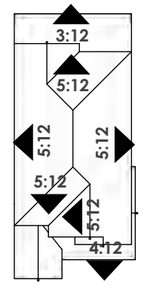


FORM WD - FARMHOUSE



FORM YD - CRAFTSMAN

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"



FORM YD - CRAFTSMAN

KHovnanian® Homes

30' MARKET RATE :: SP-3

PLAN 1

PRAIRIE WILLOW

LIV. SF:	**2,349**
PLAN W x D:	VARIES
PLAN #:	7345

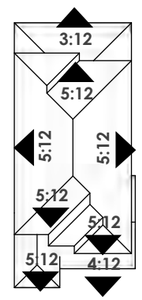
OPT. 15080 MULTI-SLIDE AT COVERED PATIO



FORM ZD - CONTEMPORARY

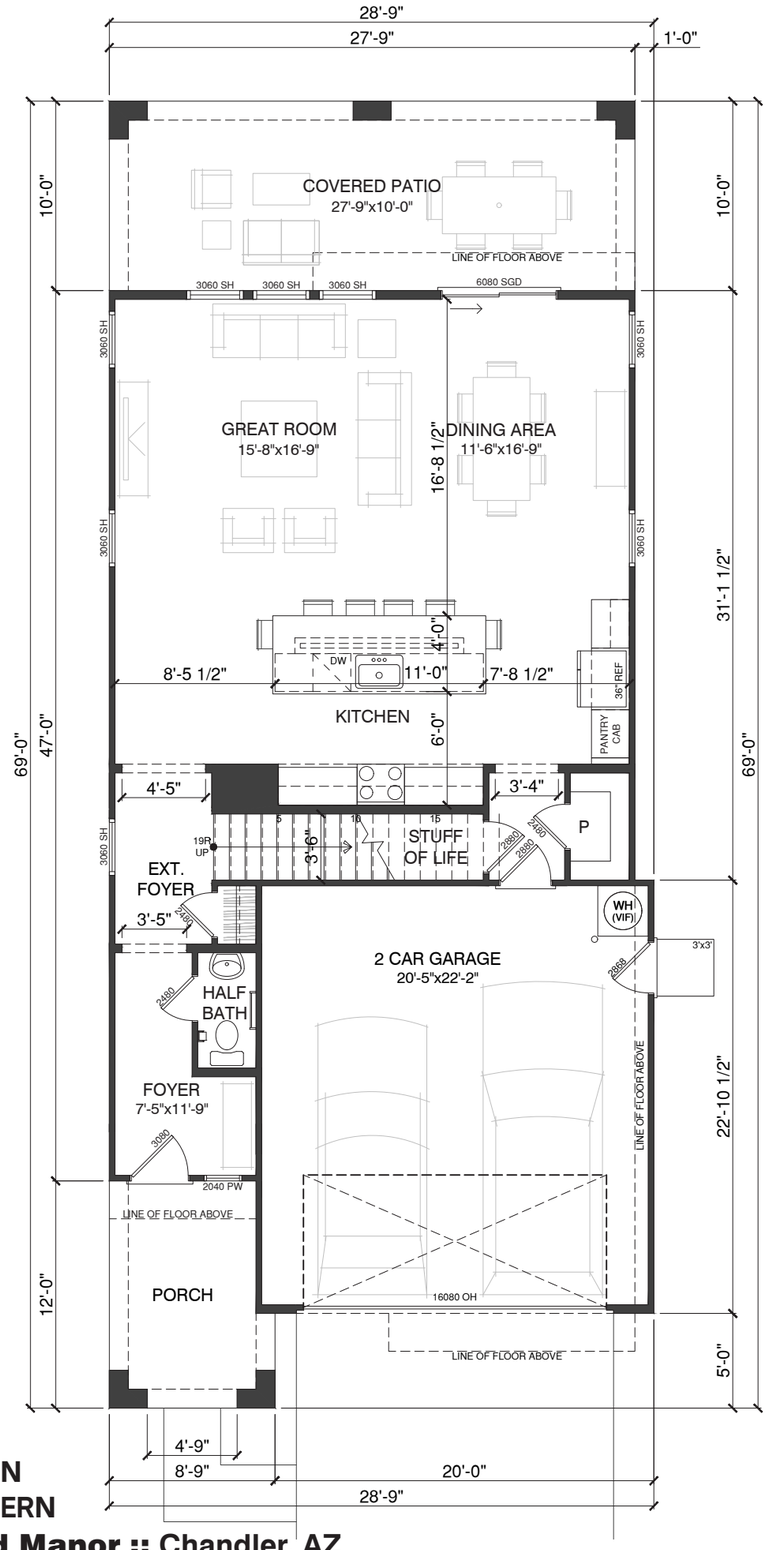
OPT. REAR ELEVATION

SCALE: 3/32" = 1'-0"

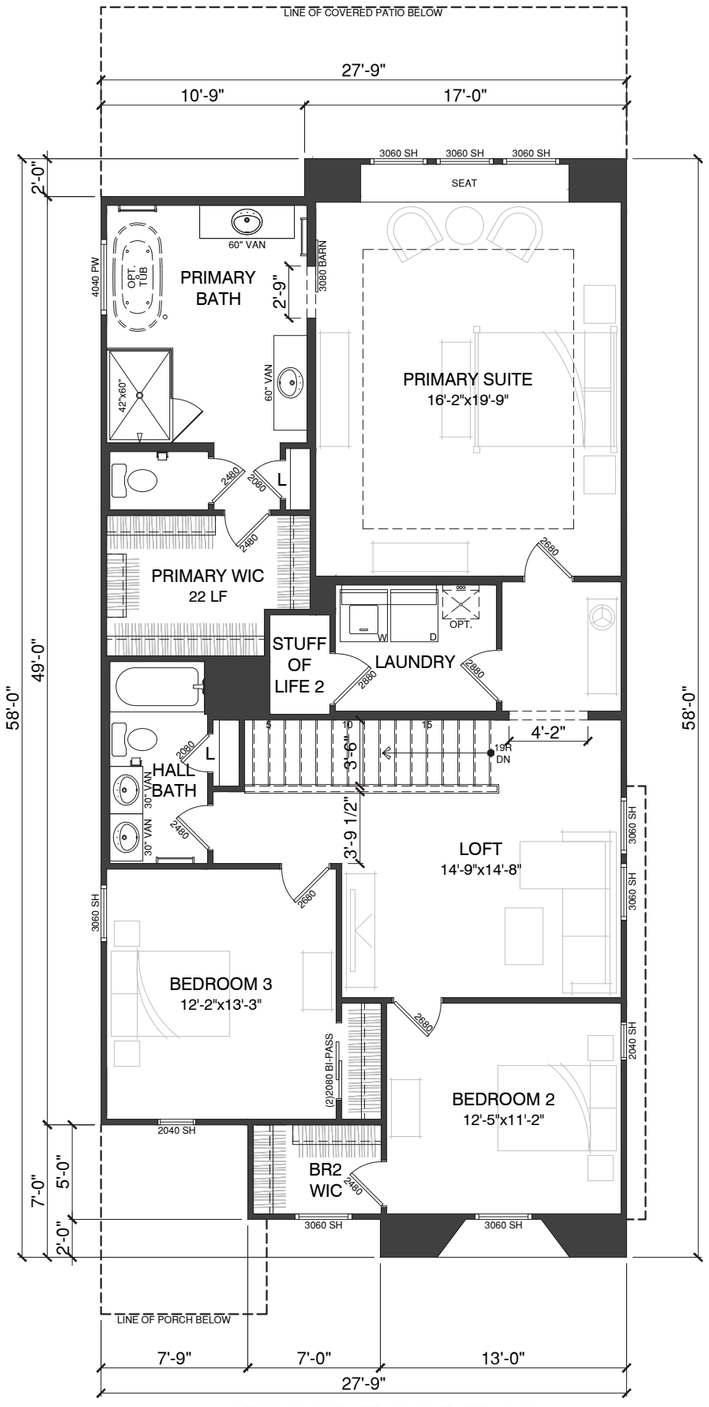


FORM ZD - CONTEMPORARY

KHovnanian Homes



FIRST FLOOR PLAN
UD - SPANISH MODERN



SECOND FLOOR PLAN
UD - SPANISH MODERN

AZD Havenwood Manor :: Chandler, AZ

30' MARKET RATE :: SPEC-3

PLAN 2

LIV. SF:	2,457
PLAN W x D:	28'-9" x 69'-0"
PLAN #:	**7351**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	AVALON I

VITAL STATS

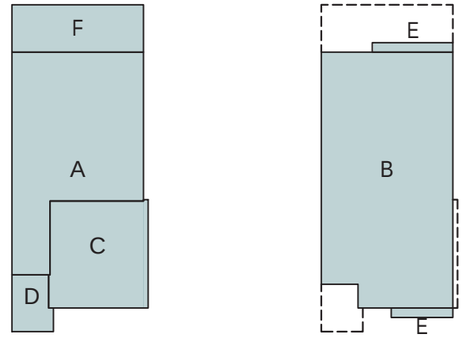
BEDROOM	**3**
BATH	**2.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

STATUS **| NTL PORTFOLIO PLAN**

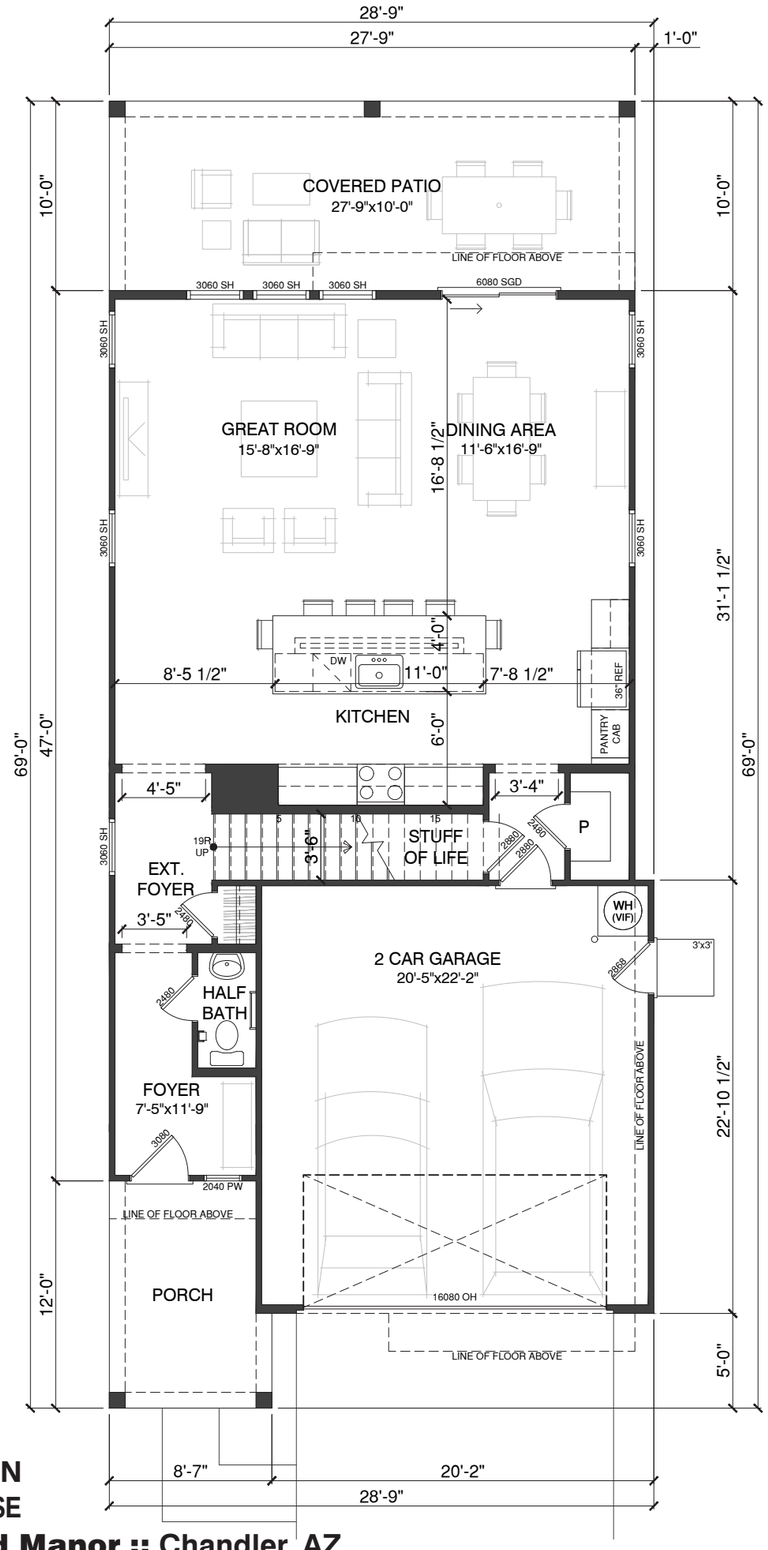
AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,457
(A) 1ST FLR LIVABLE:	**997**
(B) 2ND FLR LIVABLE:	**1,493**
(C) GARAGE:	
2 CAR GARAGE:	**470**
(D) COVERED ENTRY:	
ELEVATION UD:	**98**
ELEVATION WD:	**97**
ELEVATION YD:	**100**
ELEVATION ZD:	**98**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**0+60**
ELEVATION WD:	**0+60**
ELEVATION YD:	**0+58**
ELEVATION ZD:	**0+85**
(F) COVERED PATIO:	**277**
MAX FOOTPRINT	1,844

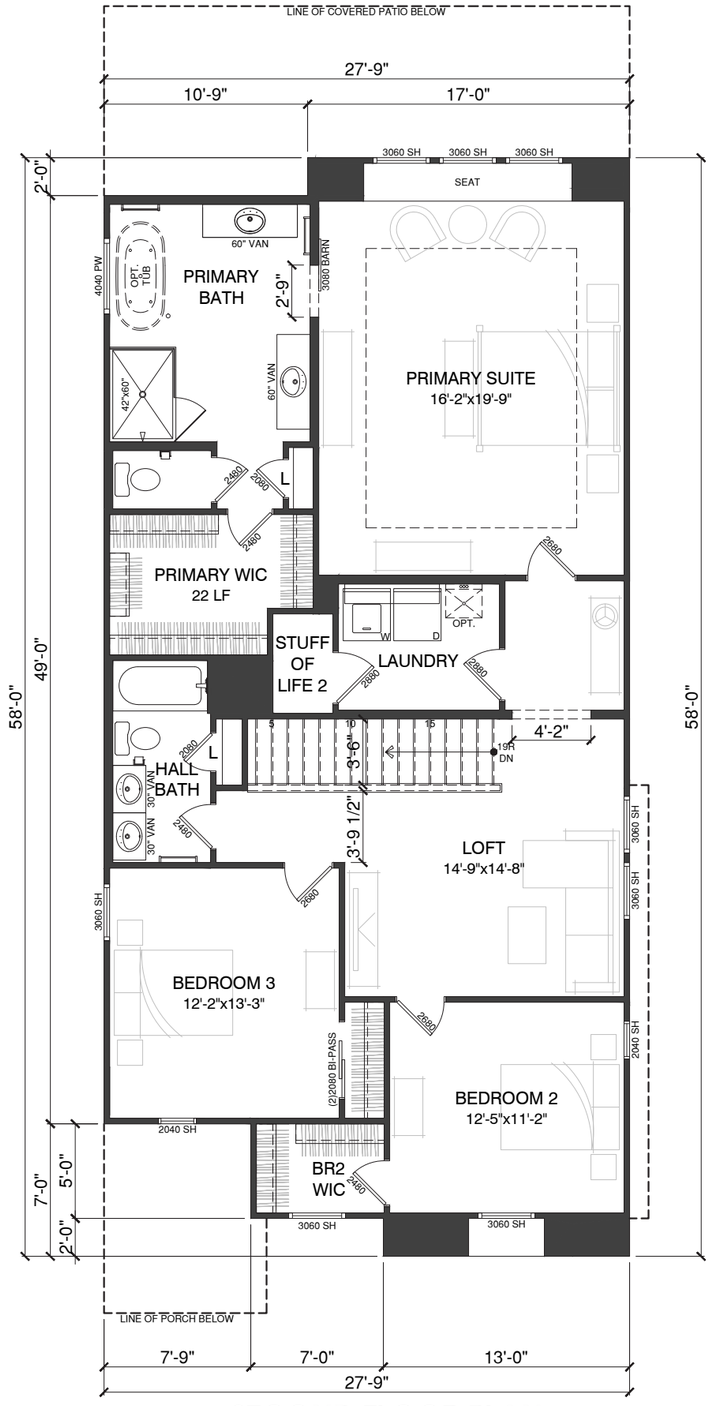
TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,844 / 4,120 = 44.7%**



KHovnanian Homes



FIRST FLOOR PLAN
WD - FARMHOUSE



SECOND FLOOR PLAN
WD - FARMHOUSE

30' MARKET RATE :: SPEC-3

PLAN 2

LIV. SF:	2,457
PLAN W x D:	28'-9" x 69'-0"
PLAN #:	**7351**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	AVALON I

VITAL STATS

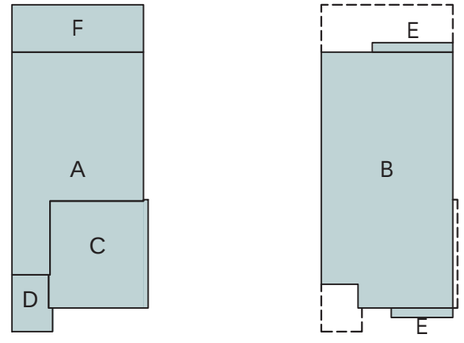
BEDROOM	**3**
BATH	**2.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

STATUS **| NTL PORTFOLIO PLAN**

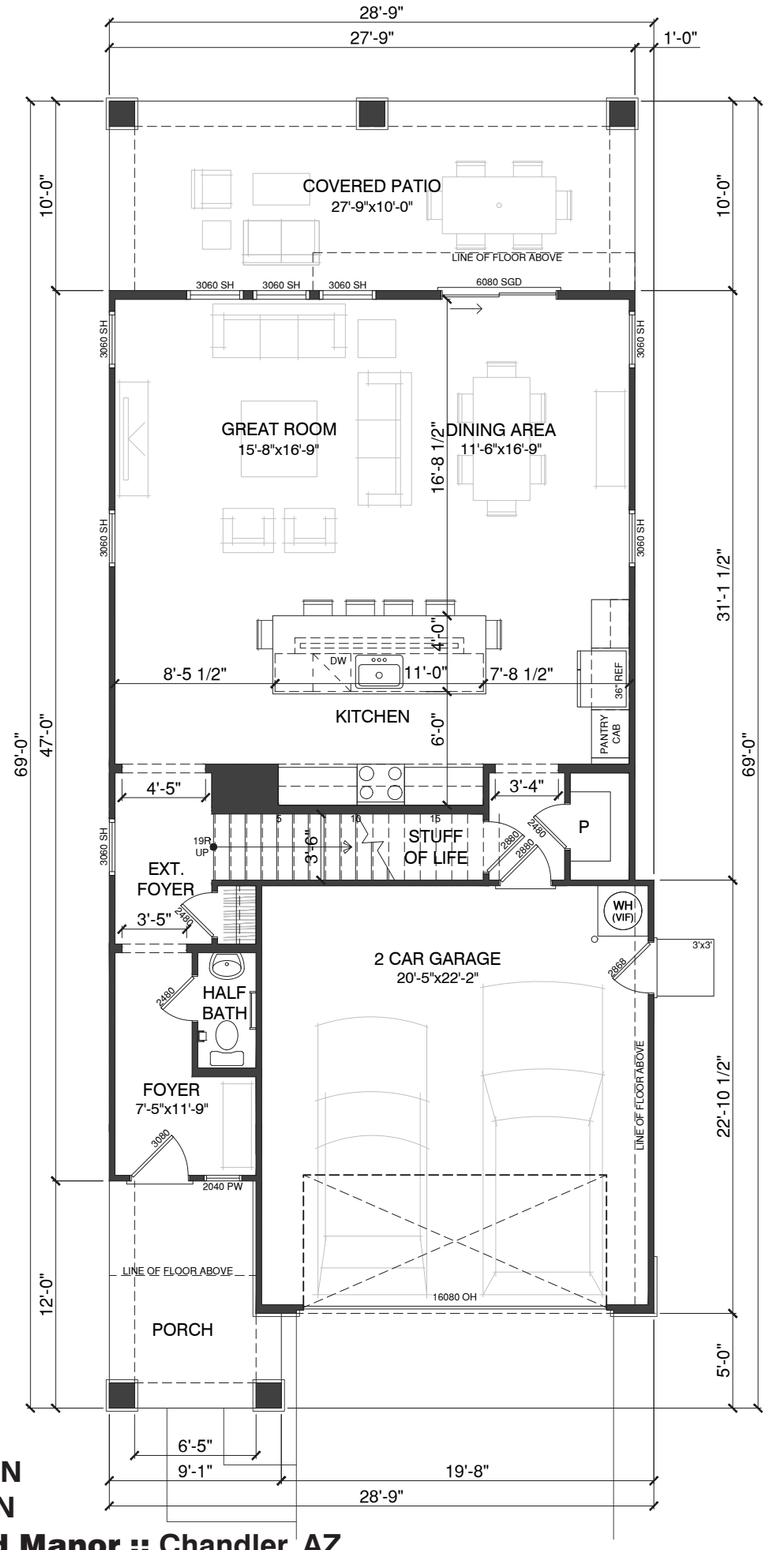
AREA S.F. BREAKDOWN

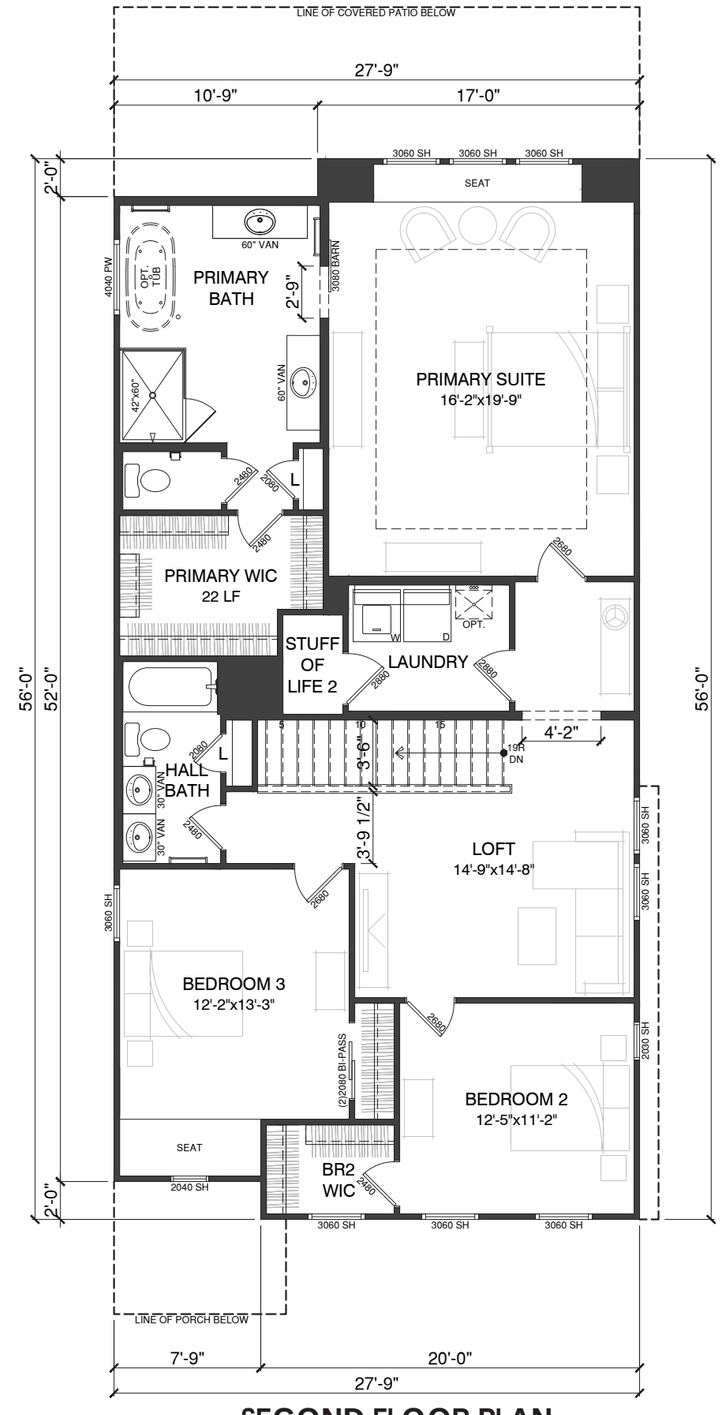
MAX. LIVABLE (A+B):	2,457
(A) 1ST FLR LIVABLE:	**997**
(B) 2ND FLR LIVABLE:	**1,493**
(C) GARAGE:	
2 CAR GARAGE:	**470**
(D) COVERED ENTRY:	
ELEVATION UD:	**98**
ELEVATION WD:	**97**
ELEVATION YD:	**100**
ELEVATION ZD:	**98**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**0+60**
ELEVATION WD:	**0+60**
ELEVATION YD:	**0+58**
ELEVATION ZD:	**0+85**
(F) COVERED PATIO:	**277**
MAX FOOTPRINT	1,844

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,844 / 4,120 = 44.7%**



AZD Havenwood Manor :: Chandler, AZ





FIRST FLOOR PLAN
YD - CRAFTSMAN

SECOND FLOOR PLAN
YD - CRAFTSMAN

AZD Havenwood Manor :: Chandler, AZ

30' MARKET RATE :: SPEC-3

PLAN 2

LIV. SF:	2,457
PLAN W x D:	28'-9" x 69'-0"
PLAN #:	**7351**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	AVALON I

VITAL STATS

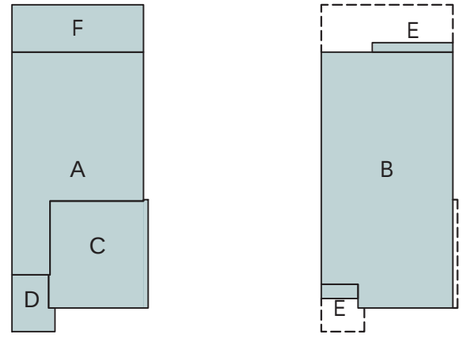
BEDROOM	**3**
BATH	**2.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

STATUS **| NTL PORTFOLIO PLAN**

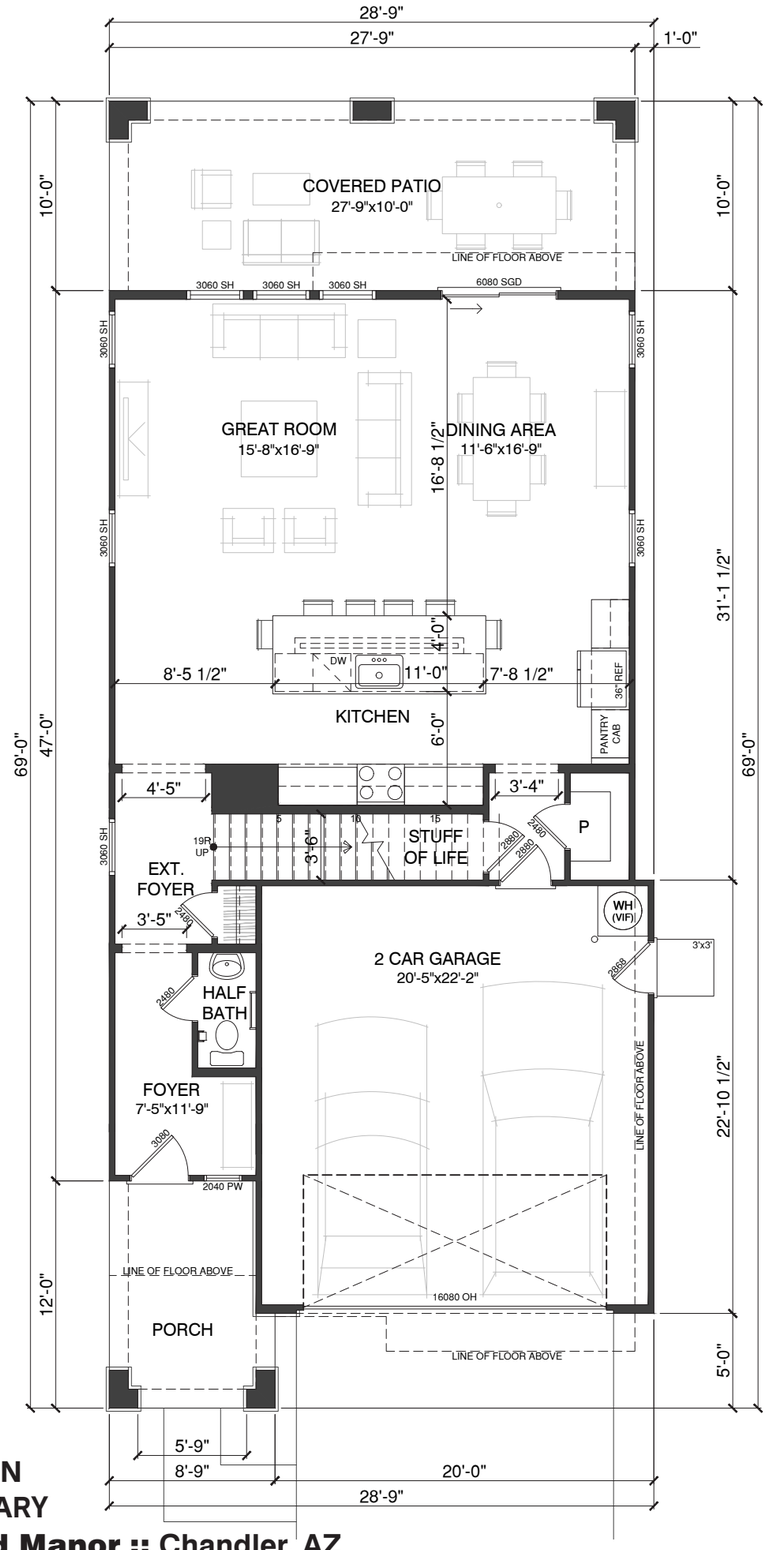
AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,457
(A) 1ST FLR LIVABLE:	**997**
(B) 2ND FLR LIVABLE:	**1,493**
(C) GARAGE:	
2 CAR GARAGE:	**470**
(D) COVERED ENTRY:	
ELEVATION UD:	**98**
ELEVATION WD:	**97**
ELEVATION YD:	**100**
ELEVATION ZD:	**98**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**0+60**
ELEVATION WD:	**0+60**
ELEVATION YD:	**0+58**
ELEVATION ZD:	**0+85**
(F) COVERED PATIO:	**277**
MAX FOOTPRINT	1,844

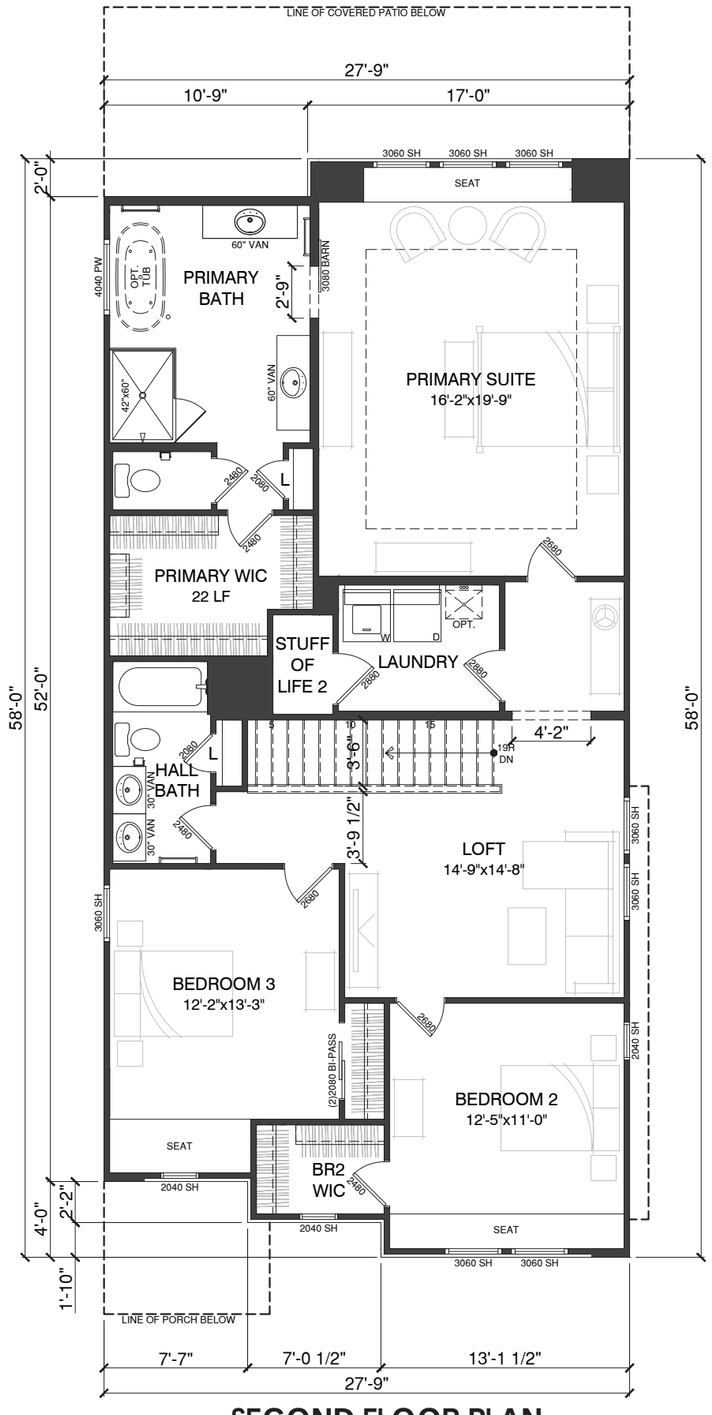
TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,844 / 4,120 = 44.7%**



KHovnanian Homes



FIRST FLOOR PLAN
ZD - CONTEMPORARY



SECOND FLOOR PLAN
ZD - CONTEMPORARY

30' MARKET RATE :: SPEC-3

PLAN 2

LIV. SF:	2,457
PLAN W x D:	28'-9" x 69'-0"
PLAN #:	**7351**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	AVALON I

VITAL STATS

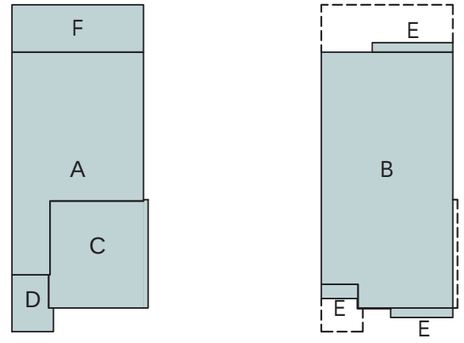
BEDROOM	**3**
BATH	**2.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,457
(A) 1ST FLR LIVABLE:	**997**
(B) 2ND FLR LIVABLE:	**1,493**
(C) GARAGE:	
2 CAR GARAGE:	**470**
(D) COVERED ENTRY:	
ELEVATION UD:	**98**
ELEVATION WD:	**97**
ELEVATION YD:	**100**
ELEVATION ZD:	**98**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**0+60**
ELEVATION WD:	**0+60**
ELEVATION YD:	**0+58**
ELEVATION ZD:	**0+85**
(F) COVERED PATIO:	**277**
MAX FOOTPRINT	1,844

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,844 / 4,120 = 44.7%**



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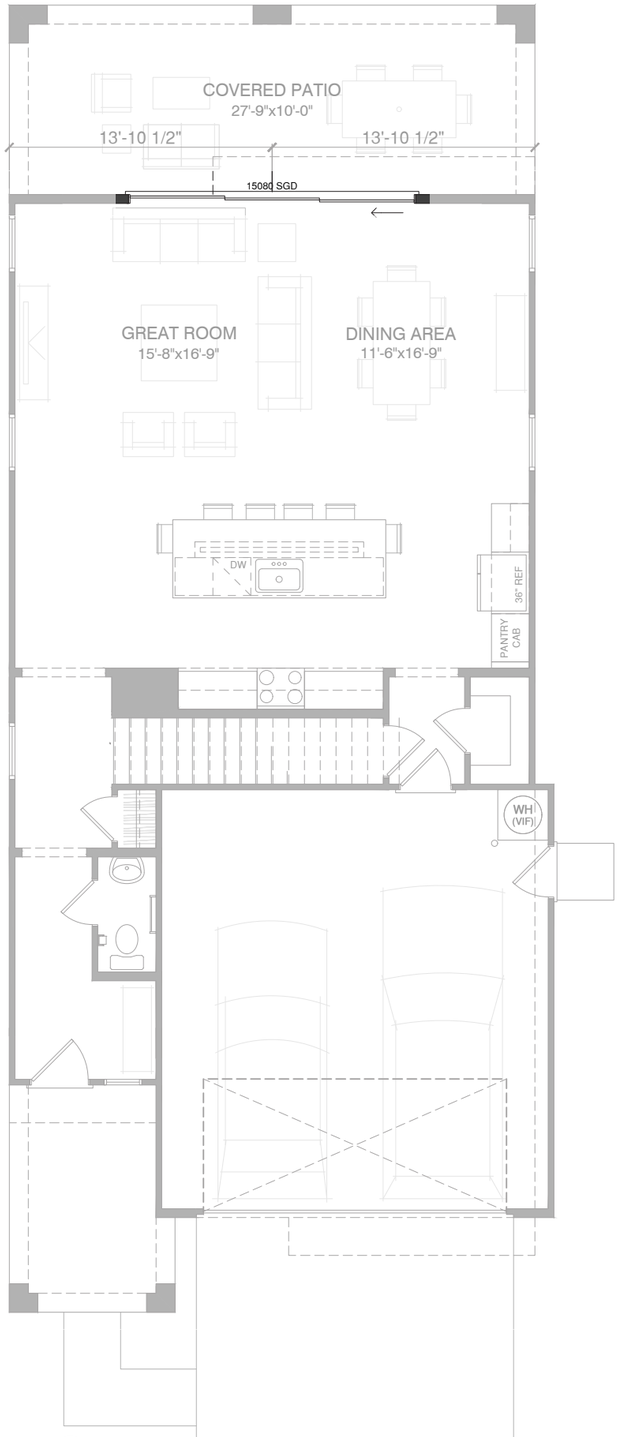
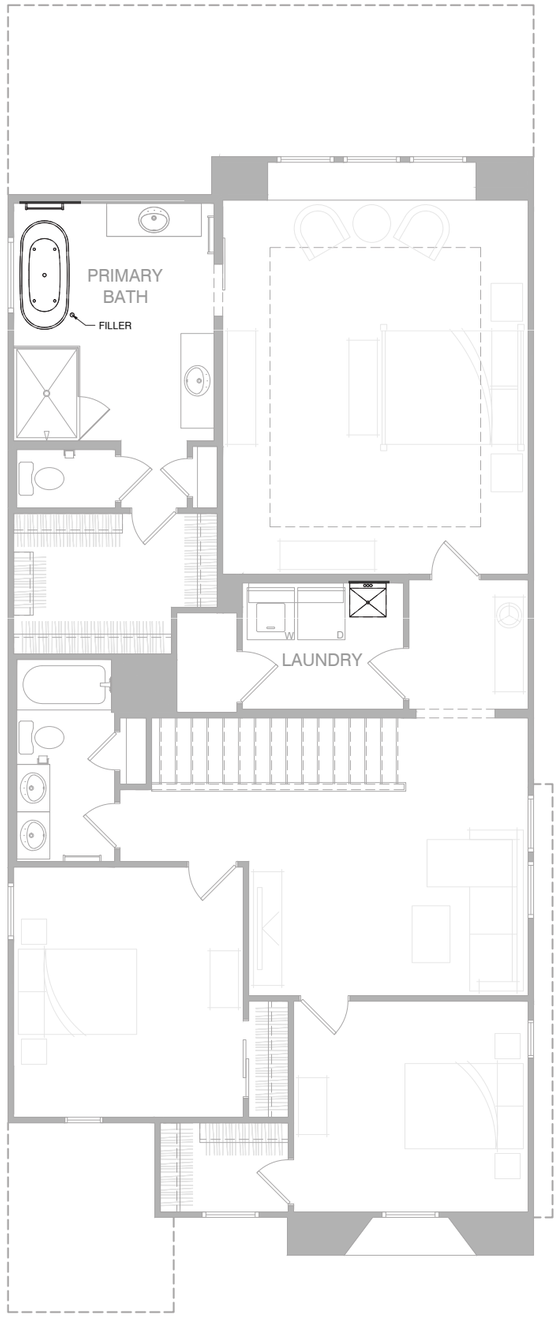
AZD Havenwood Manor :: Chandler, AZ





PLAN 2 *(OPTIONS)*

LIV. SF:	2,457
PLAN W x D:	28'-9" x 69'-0"
PLAN #:	**7351**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	AVALON I

VITAL STATS

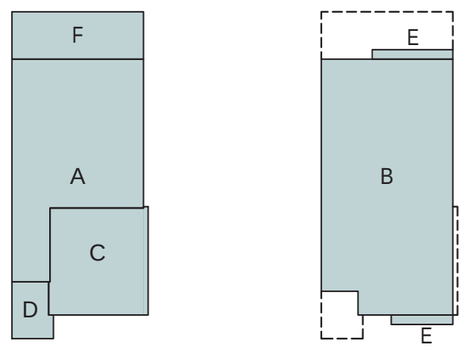
BEDROOM	**3**
BATH	**2.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,457
(A) 1ST FLR LIVABLE:	**997**
(B) 2ND FLR LIVABLE:	**1,493**
(C) GARAGE:	
2 CAR GARAGE:	**470**
(D) COVERED ENTRY:	
ELEVATION UD:	**98**
ELEVATION WD:	**97**
ELEVATION YD:	**100**
ELEVATION ZD:	**98**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**0+60**
ELEVATION WD:	**0+60**
ELEVATION YD:	**0+58**
ELEVATION ZD:	**0+85**
(F) COVERED PATIO:	**277**
MAX FOOTPRINT	1,844

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,844 / 4,120 = 44.7%**



FIRST FLOOR PLAN
UD - SPANISH MODERN

SECOND FLOOR PLAN
UD - SPANISH MODERN

OPTION :: 15080 SGD AT GREAT ROOM AND DINING AREA
OPTION :: FREESTANDING-TUB AT PRIMARY BATH
OPTION :: LAUNDRY TUB AT LAUNDRY

KHovnanian Homes

30' MARKET RATE :: SP-3

PLAN 2

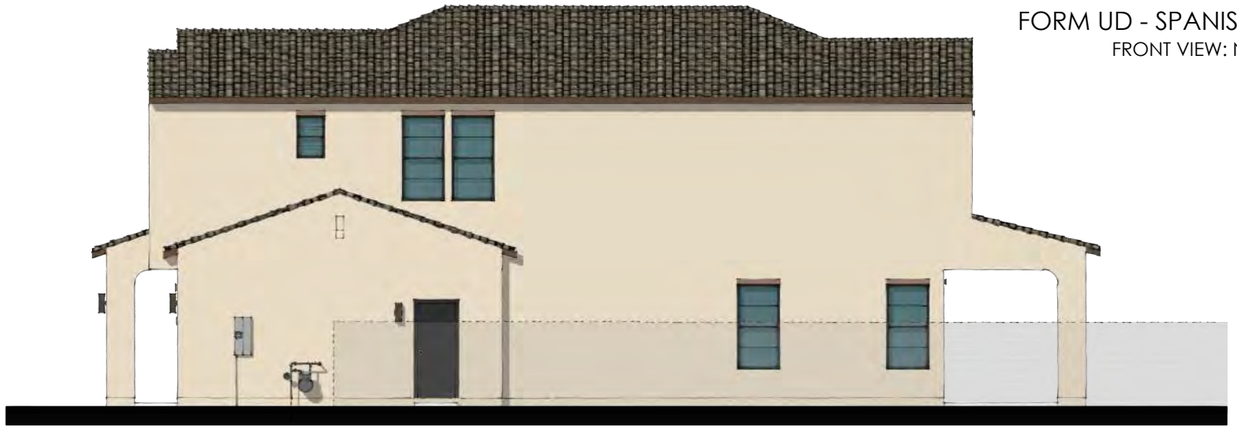
AVALON

LIV. SF:	2,490
PLAN W x D:	28'-9" x 69'-0"
PLAN #:	7351

FORM: UD - SPANISH MODERN



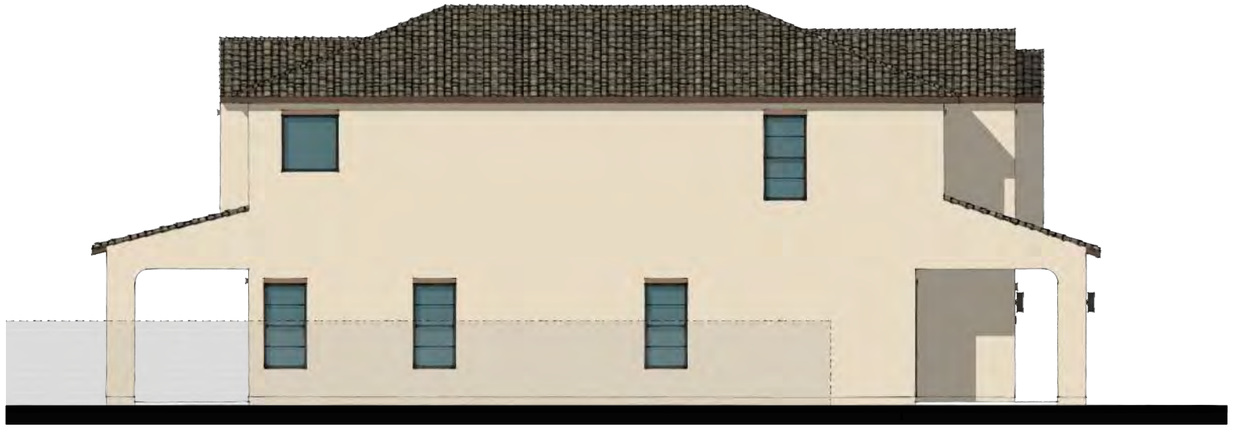
FORM UD - SPANISH MODERN
FRONT VIEW: N.T.S.



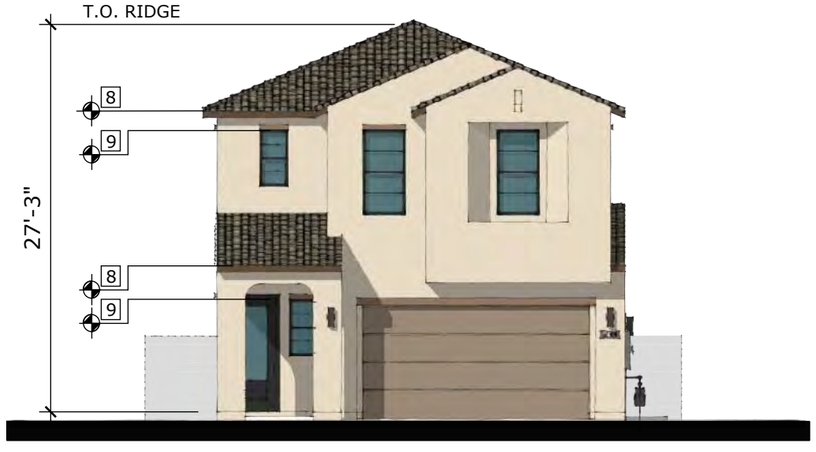
RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



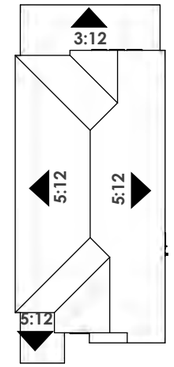
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'S' TILES
3. 0" RAKES AND 12" EAVES
4. TAPERED RECESS AT WINDOWS
5. DECORATIVE ARCH DETAILS
6. DECORATIVE GABLE RECESS
7. DECORATIVE SHUTTERS
8. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
9. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.

KHovnanian Homes

30' MARKET RATE :: SP-3

PLAN 2

AVALON

LIV. SF:	2,4**57**
PLAN W x D:	28'-9" x 69'-0"
PLAN #:	7351
FORM:	WD - FARMHOUSE



FORM WD - FARMHOUSE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



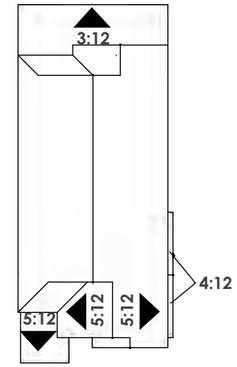
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1	PROMINENT GABLES
2	CONCRETE 'FLAT' TILES
3	12" RAKES AND EAVES
4	DECORATIVE VENT DETAILS
5	DECORATIVE CORBLE DETAILS
6	DECORATIVE BOARD & BATTON
7	PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
8	WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.

30' MARKET RATE :: SP-3

PLAN 2

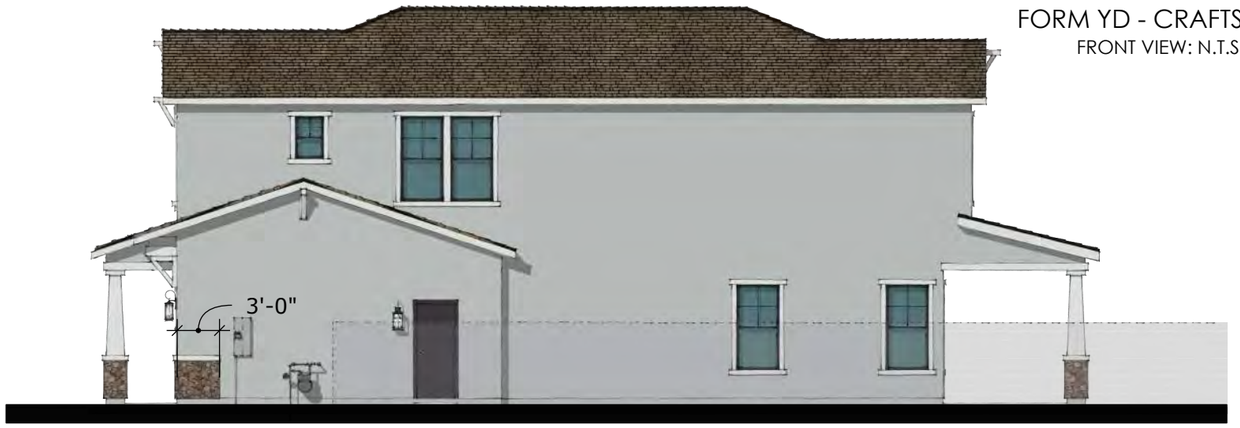
AVALON

LIV. SF:	2,4**57**
PLAN W x D:	28'-9" x 69'-0"
PLAN #:	7351

FORM: YD - CRAFTSMAN



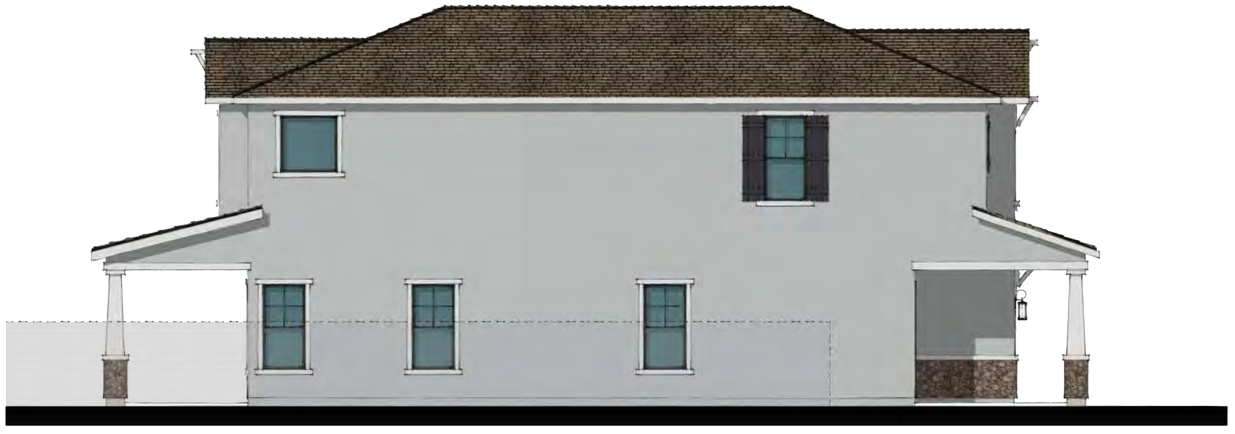
FORM YD - CRAFTSMAN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



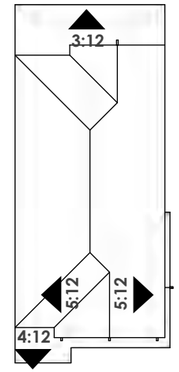
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE BRACKET DETAILS
5. DECORATIVE SIDING
6. DECORATIVE SHUTTERS
7. DECORATIVE VENEER ACCENTS
8. PLATE HEIGHT - 10-1" A.F.F. / 9'-1" A.S.F.F.
9. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.

KHovnanian Homes

30' MARKET RATE :: SP-3

PLAN 2

AVALON

LIV. SF:	2,4**57**
PLAN W x D:	28'-9" x 69'-0"
PLAN #:	7351

FORM: ZD - CONTEMPORARY



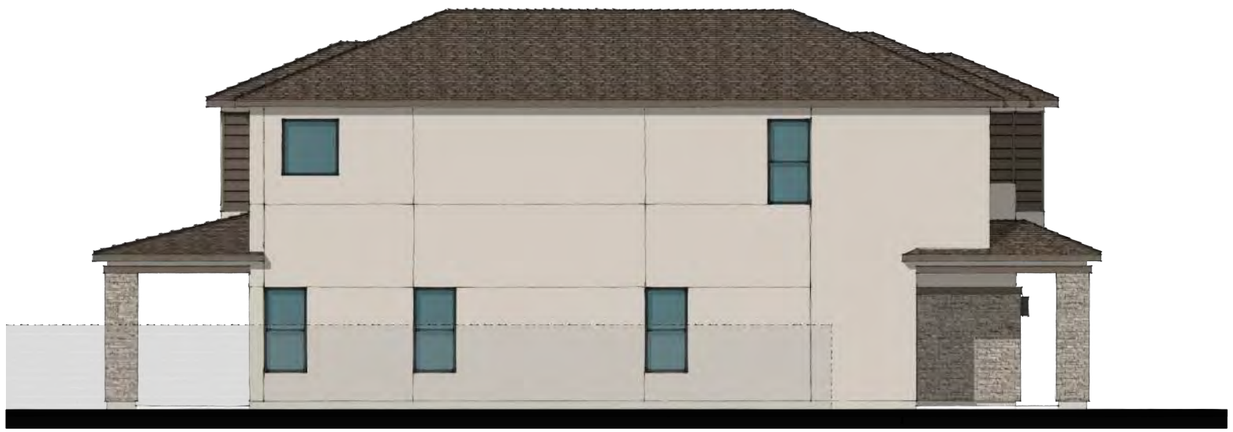
FORM ZD - CONTEMPORARY
FRONT VIEW: N.T.S.



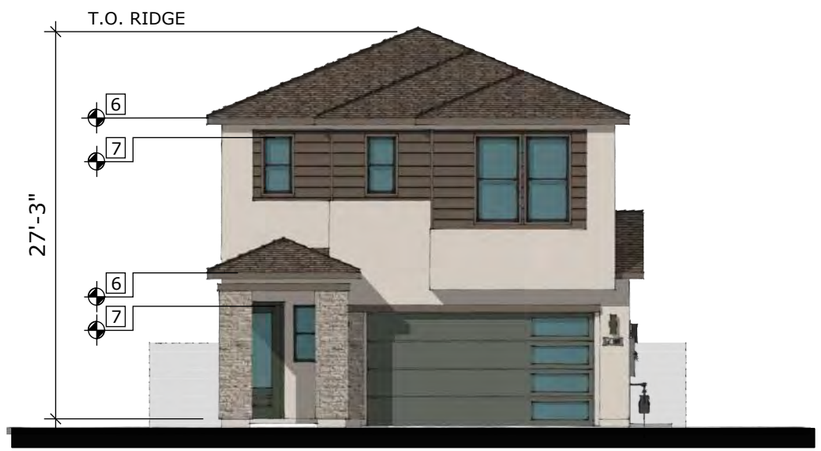
RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



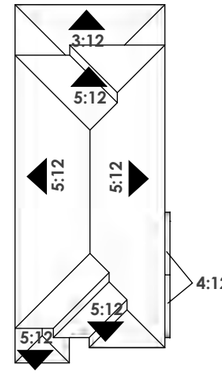
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT HIPS
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE SIDING
5. MASONRY VENEER ACCENTS
6. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
7. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.

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FORM UD - SPANISH MODERN

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"



FORM WD - FARMHOUSE

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"



FORM YD - CRAFTSMAN

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"

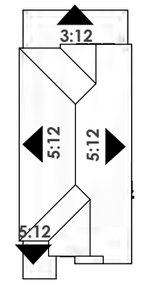
30' MARKET RATE :: SP-3

PLAN 2

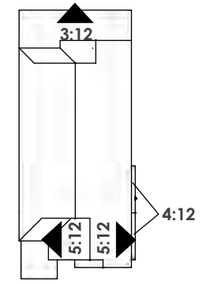
AVALON

LIV. SF:	**2,490**
PLAN W x D:	VARIES
PLAN #:	7351

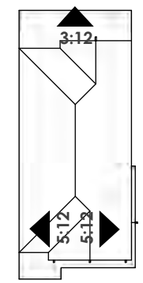
OPT. 15080 MULTI-SLIDE AT COVERED PATIO



FORM UD - SPANISH MODERN



FORM WD - FARMHOUSE



FORM YD - CRAFTSMAN

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30' MARKET RATE :: SP-3

PLAN 2

AVALON

LIV. SF:	2,4**57**
PLAN W x D:	VARIES
PLAN #:	7351

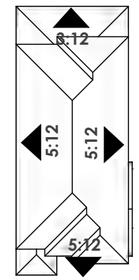
OPT. 15080 MULTI-SLIDE AT COVERED PATIO



FORM ZD - CONTEMPORARY

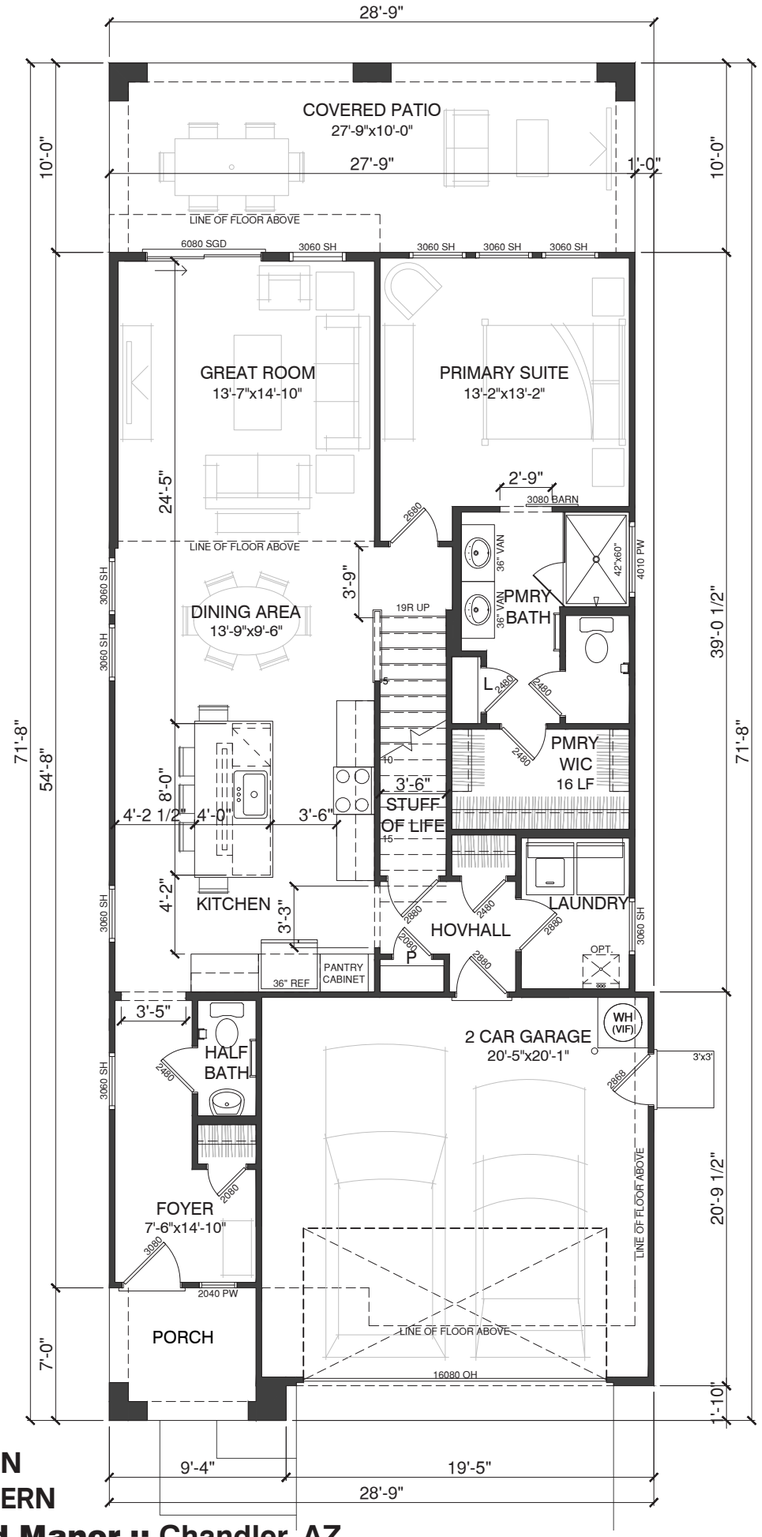
OPT. REAR ELEVATION

SCALE: 3/32" = 1'-0"

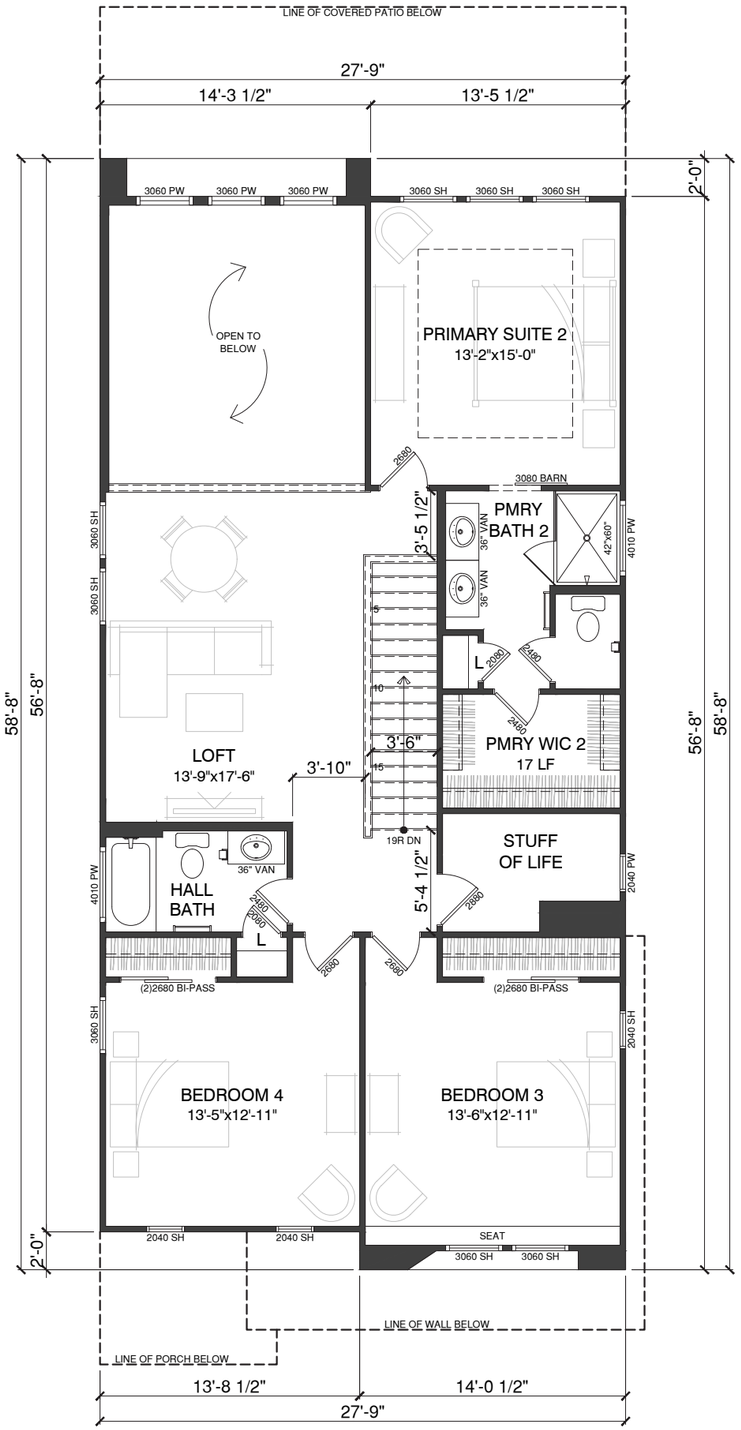


FORM ZD - CONTEMPORARY

KHovnanian Homes



FIRST FLOOR PLAN
UA - SPANISH MODERN



SECOND FLOOR PLAN
UA - SPANISH MODERN

AZD Havenwood Manor :: Chandler, AZ

30' MARKET RATE :: SPEC-3

PLAN 3

LIV. SF:	2,519
PLAN W x D:	28'-9" X 71'-8"
PLAN #:	**7357**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	SEAVIEW I

VITAL STATS

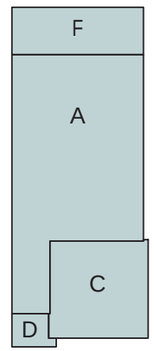
BEDROOM	**4**
BATH	**3.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

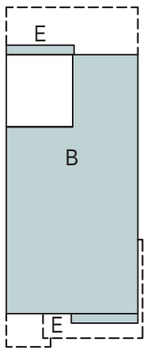
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,519
(A) 1ST FLR LIVABLE:	**1,215**
(B) 2ND FLR LIVABLE:	**1,304**
(C) GARAGE:	
2 CAR GARAGE:	**426**
(D) COVERED ENTRY:	
ELEVATION UA:	**57**
ELEVATION WA:	**56**
ELEVATION YA:	**76**
ELEVATION ZA:	**56**
(E) ARCH. PROJECTIONS	
ELEVATION UA:	**0+57**
ELEVATION WA:	**0+57**
ELEVATION YA:	**0+59**
ELEVATION ZA:	**0+51**
(F) COVERED PATIO:	**278**
MAX FOOTPRINT	1,995

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,995 / 4,120 = 48.4%**





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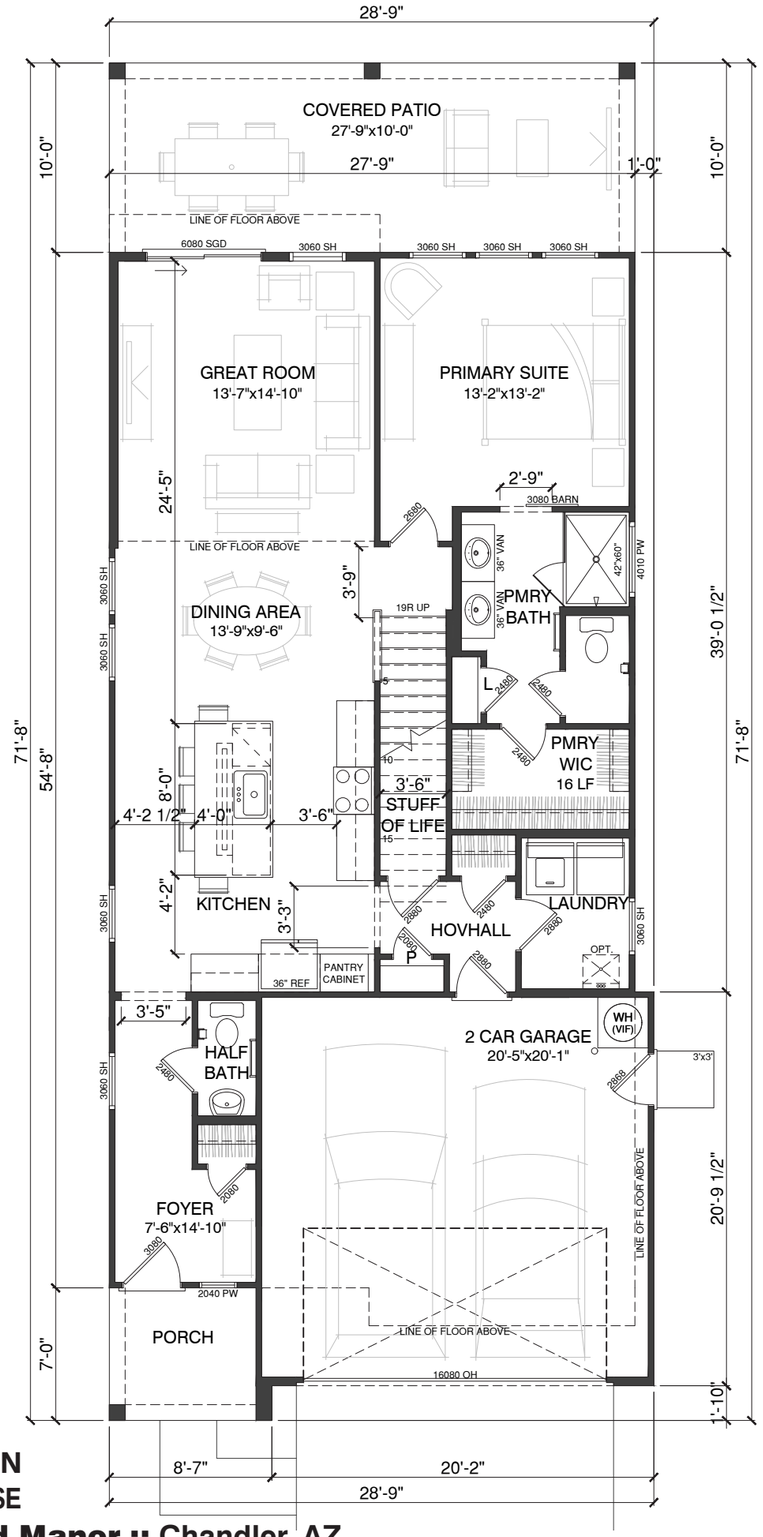
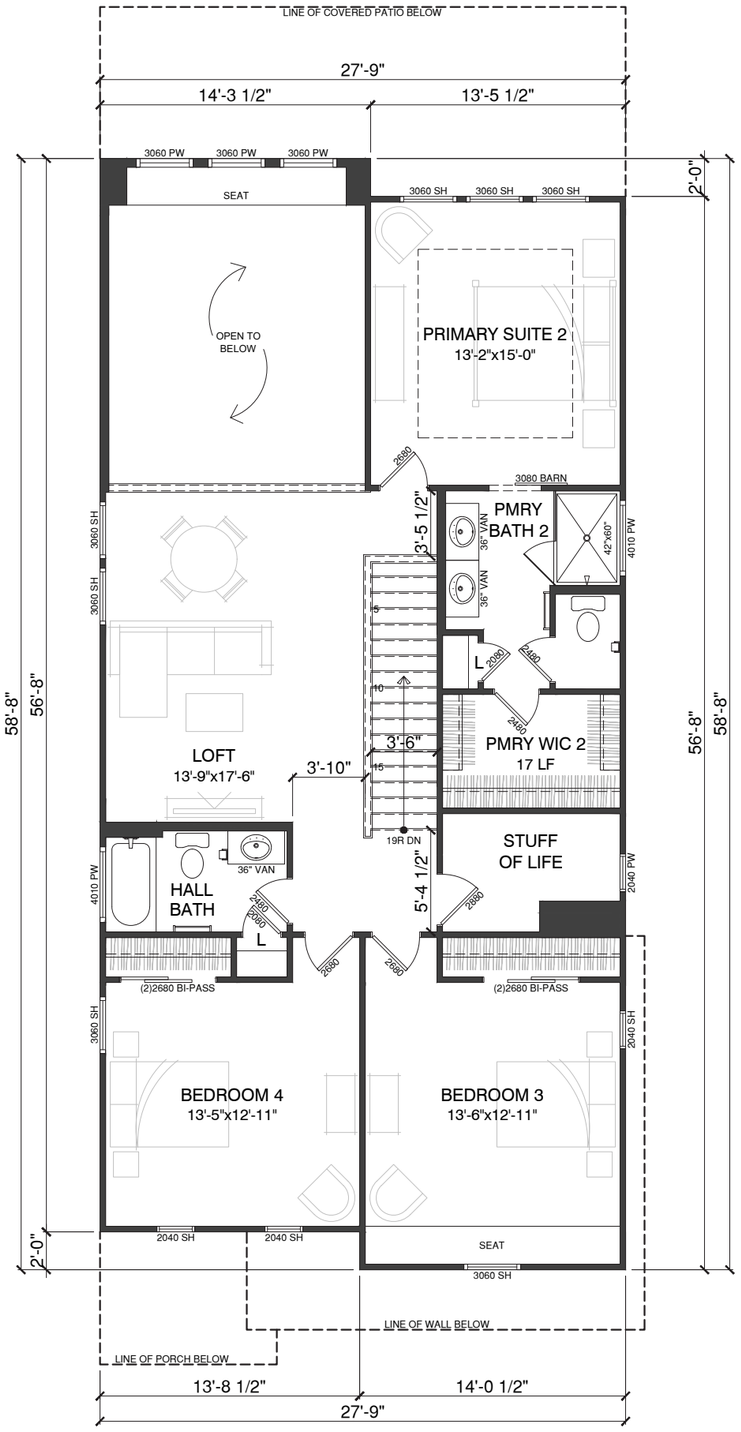


FIRST FLOOR PLAN
WA - FARMHOUSE



SECOND FLOOR PLAN
WA - FARMHOUSE

30' MARKET RATE :: SPEC-3

PLAN 3

LIV. SF:	2,519
PLAN W x D:	28'-9" X 71'-8"
PLAN #:	**7357**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	SEAVIEW I

VITAL STATS

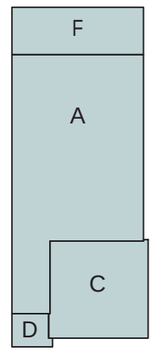
BEDROOM	**4**
BATH	**3.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

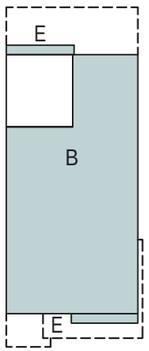
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,519
(A) 1ST FLR LIVABLE:	**1,215**
(B) 2ND FLR LIVABLE:	**1,304**
(C) GARAGE:	
2 CAR GARAGE:	**426**
(D) COVERED ENTRY:	
ELEVATION UA:	**57**
ELEVATION WA:	**56**
ELEVATION YA:	**76**
ELEVATION ZA:	**56**
(E) ARCH. PROJECTIONS	
ELEVATION UA:	**0+57**
ELEVATION WA:	**0+57**
ELEVATION YA:	**0+59**
ELEVATION ZA:	**0+51**
(F) COVERED PATIO:	**278**
MAX FOOTPRINT	1,995

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,995 / 4,120 = 48.4%**





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AZD Havenwood Manor :: Chandler, AZ

PLAN 3

LIV. SF:	2,519
PLAN W x D:	28'-9" X 73'-8"
PLAN #:	**7357**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	SEAVIEW I

VITAL STATS

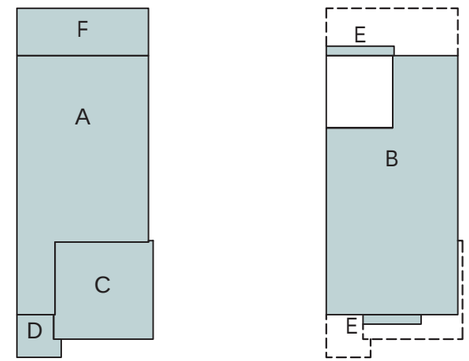
BEDROOM	**4**
BATH	**3.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

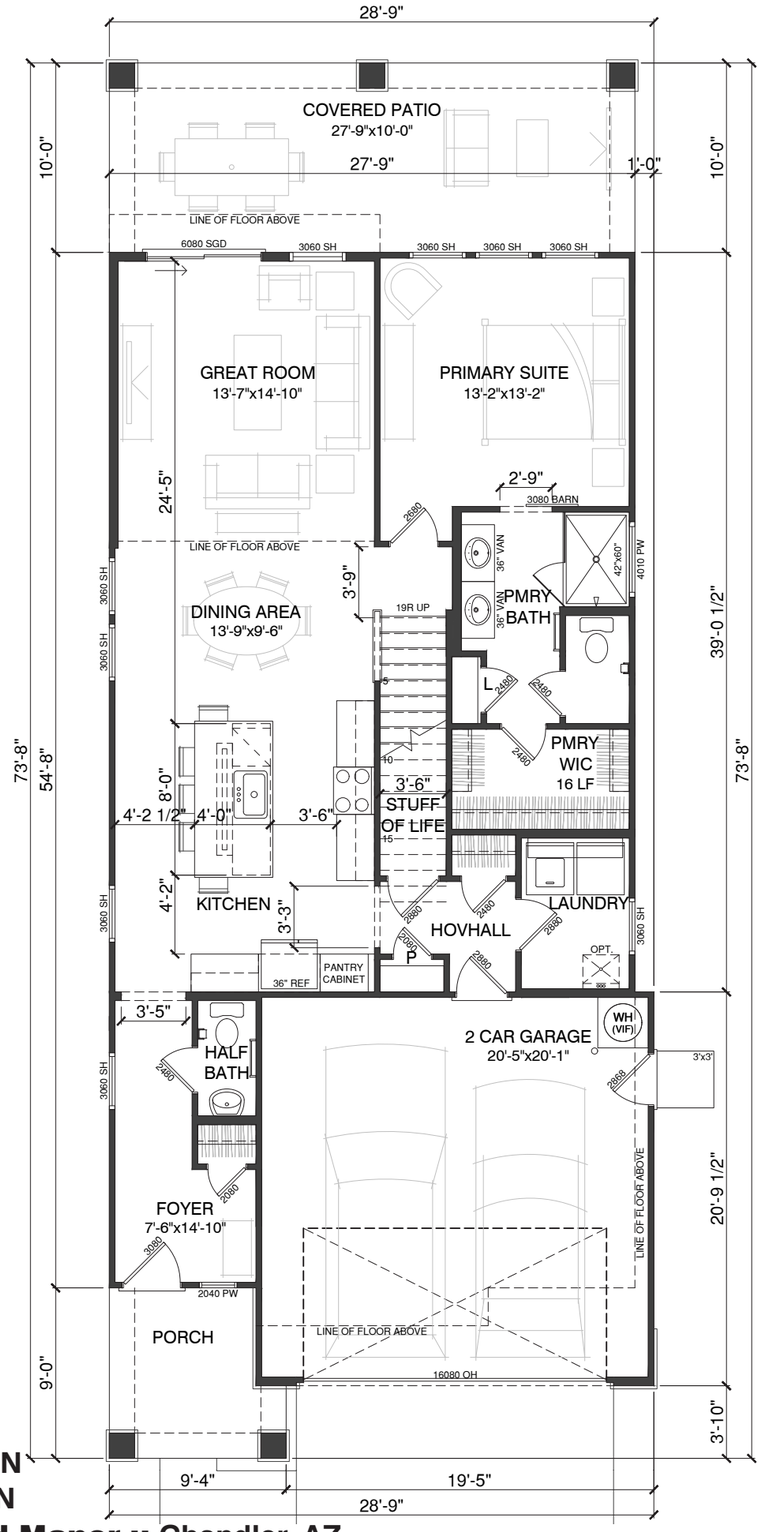
STATUS **| NTL PORTFOLIO PLAN**

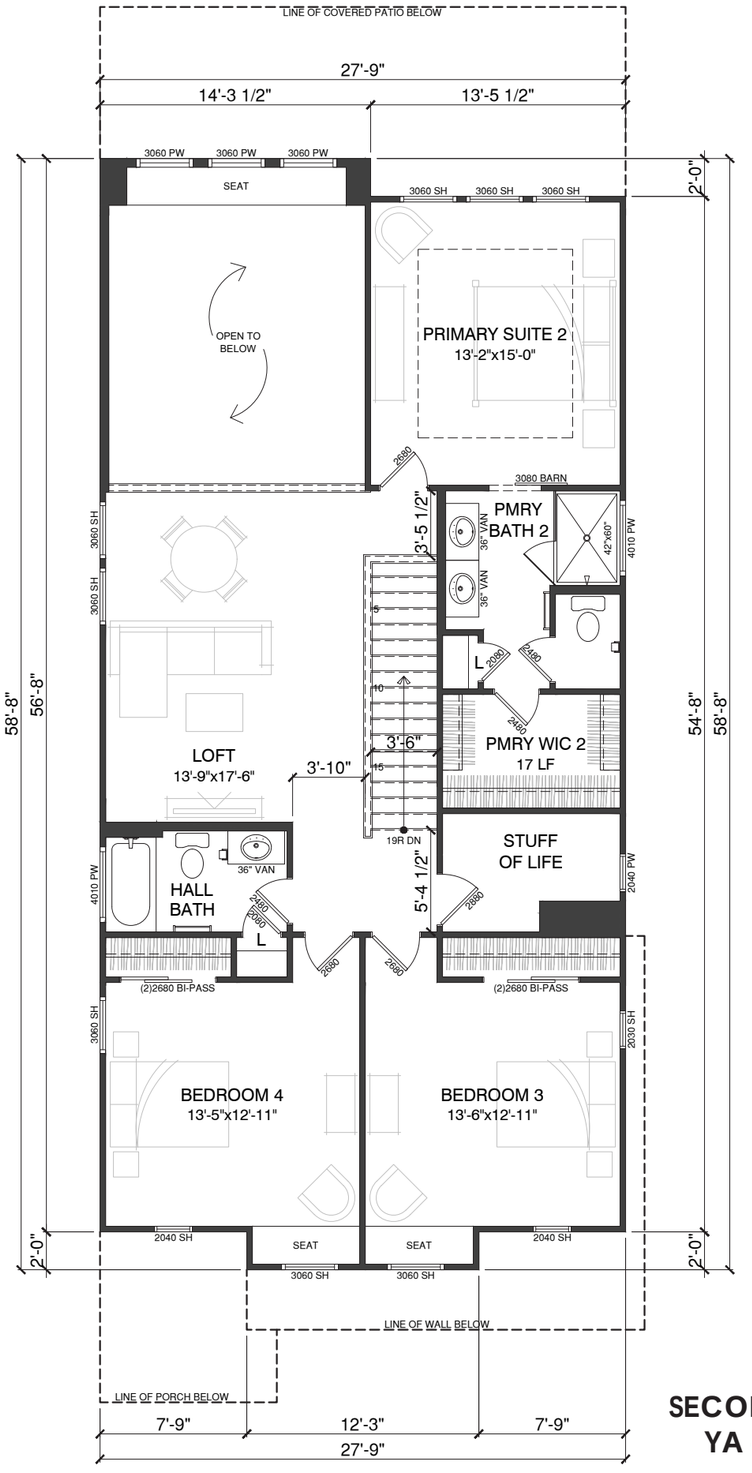
AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,519
(A) 1ST FLR LIVABLE:	**1,215**
(B) 2ND FLR LIVABLE:	**1,304**
(C) GARAGE:	
2 CAR GARAGE:	**426**
(D) COVERED ENTRY:	
ELEVATION UA:	**57**
ELEVATION WA:	**56**
ELEVATION YA:	**76**
ELEVATION ZA:	**56**
(E) ARCH. PROJECTIONS	
ELEVATION UA:	**0+57**
ELEVATION WA:	**0+57**
ELEVATION YA:	**0+59**
ELEVATION ZA:	**0+51**
(F) COVERED PATIO:	**278**
MAX FOOTPRINT	1,995

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,995 / 4,120 = 48.4%**





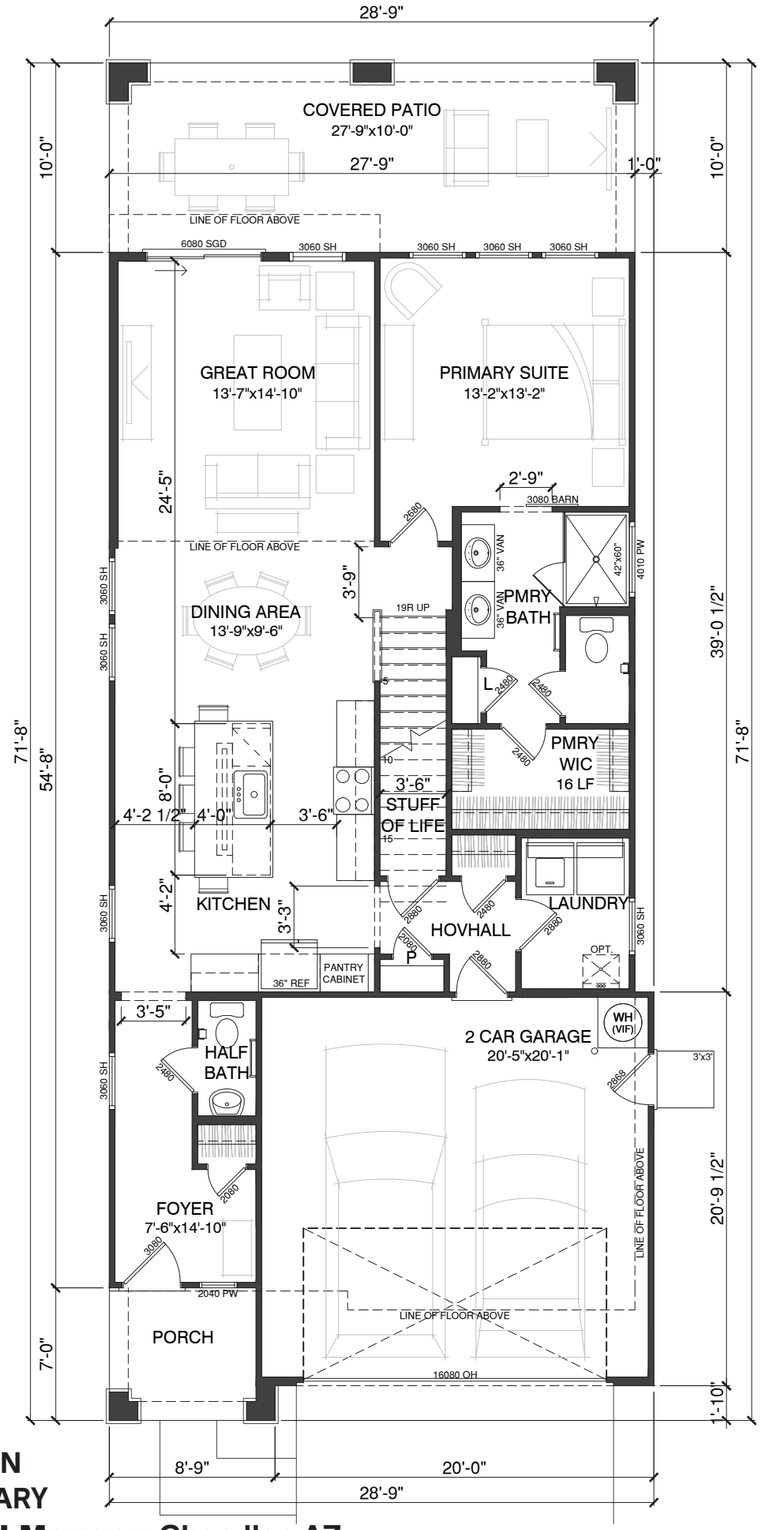


FIRST FLOOR PLAN
YA - CRAFTSMAN

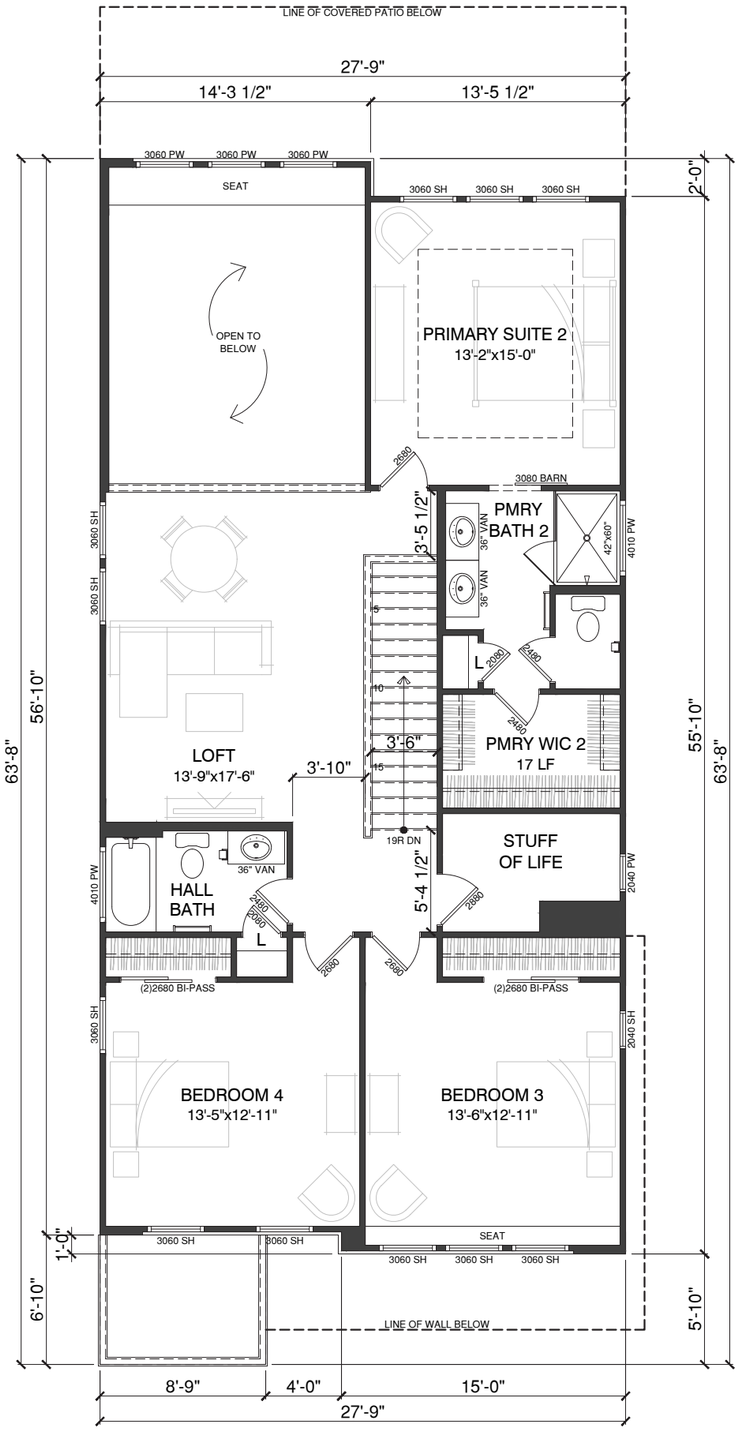
SECOND FLOOR PLAN
YA - CRAFTSMAN

AZD Havenwood Manor :: Chandler, AZ

KHovnanian Homes



FIRST FLOOR PLAN
ZA - CONTEMPORARY



SECOND FLOOR PLAN
ZA - CONTEMPORARY

30' MARKET RATE :: SPEC-3

PLAN 3

LIV. SF:	2,519
PLAN W x D:	28'-9" X 71'-8"
PLAN #:	**7357**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	SEAVIEW I

VITAL STATS

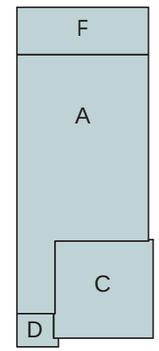
BEDROOM	**4**
BATH	**3.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

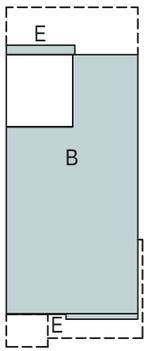
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,519
(A) 1ST FLR LIVABLE:	**1,215**
(B) 2ND FLR LIVABLE:	**1,304**
(C) GARAGE:	
2 CAR GARAGE:	**426**
(D) COVERED ENTRY:	
ELEVATION UA:	**57**
ELEVATION WA:	**56**
ELEVATION YA:	**76**
ELEVATION ZA:	**56**
(E) ARCH. PROJECTIONS	
ELEVATION UA:	**0+57**
ELEVATION WA:	**0+57**
ELEVATION YA:	**0+59**
ELEVATION ZA:	**0+51**
(F) COVERED PATIO:	**278**
MAX FOOTPRINT	1,995

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,995 / 4,120 = 48.4%**





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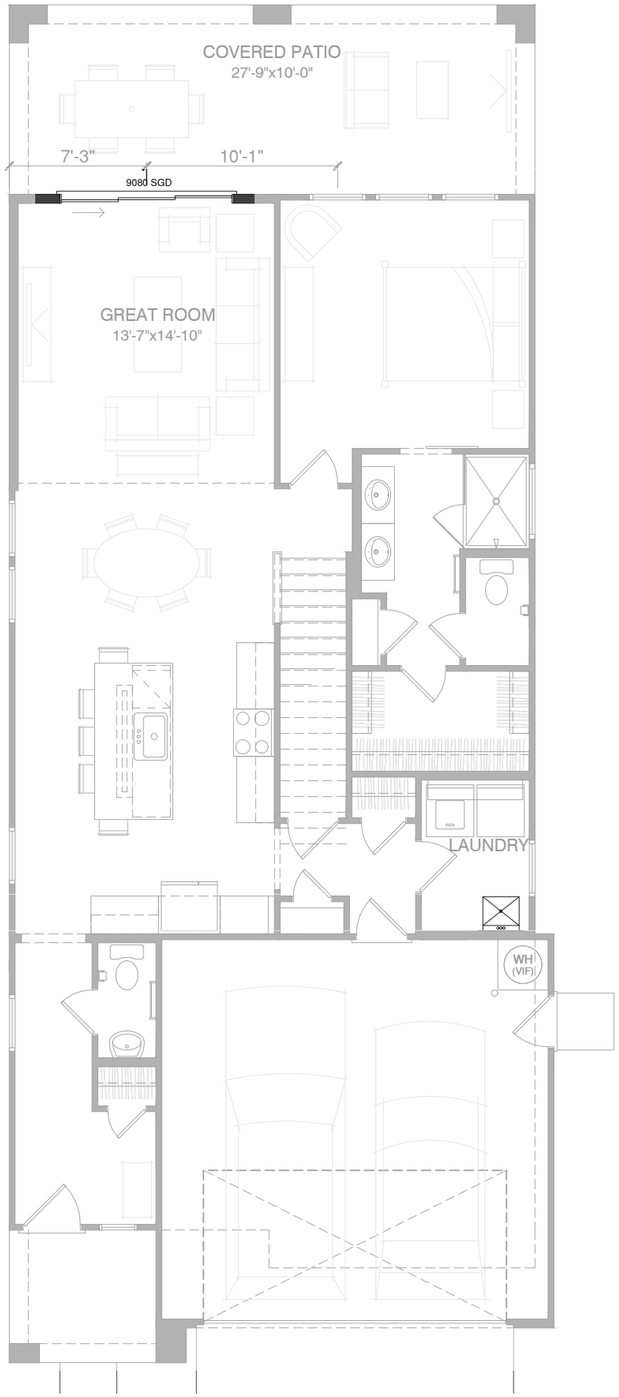
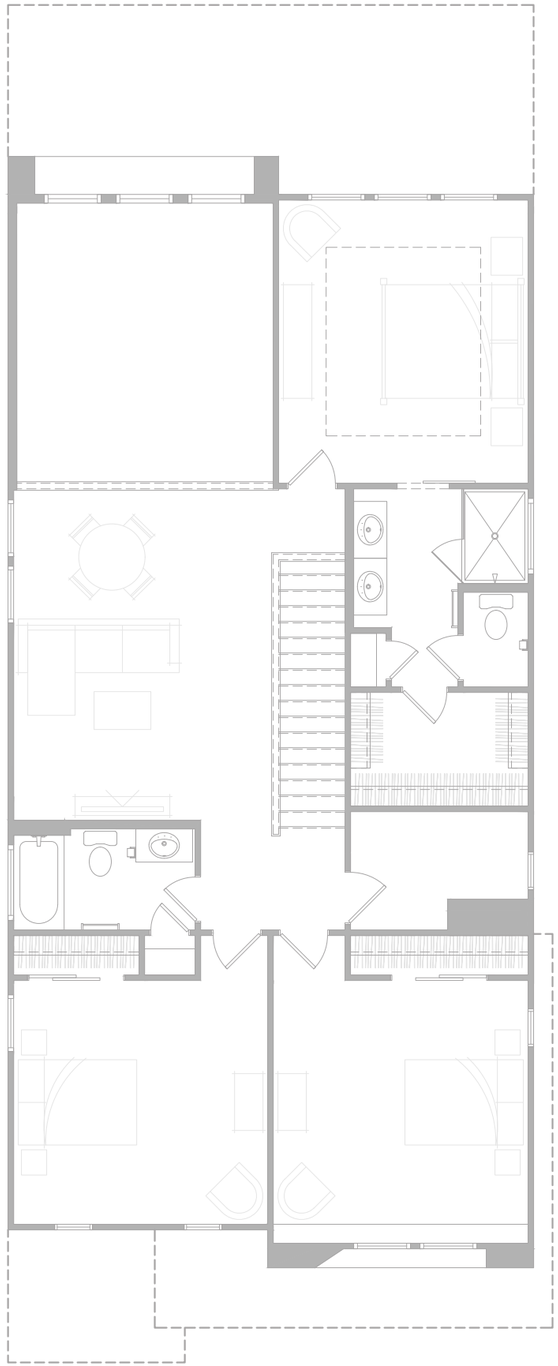
AZD Havenwood Manor :: Chandler, AZ



FIRST FLOOR PLAN
UA - SPANISH MODERN



OPTION :: 9080 SGD AT GREAT ROOM
OPTION :: LAUNDRY TUB AT LAUNDRY

SECOND FLOOR PLAN
UA - SPANISH MODERN

PLAN 3 *(OPTIONS)*

LIV. SF:	2,519
PLAN W x D:	28'-9" X 71'-8"
PLAN #:	**7357**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	SEAVIEW I

VITAL STATS

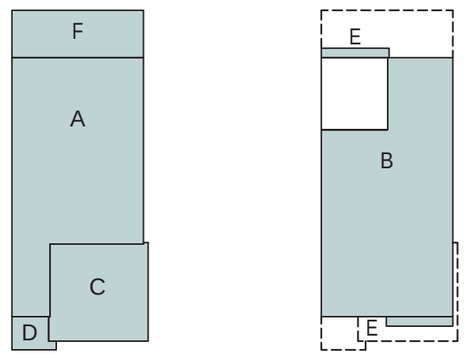
BEDROOM	**4**
BATH	**3.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,519
(A) 1ST FLR LIVABLE:	**1,215**
(B) 2ND FLR LIVABLE:	**1,304**
(C) GARAGE:	
2 CAR GARAGE:	**426**
(D) COVERED ENTRY:	
ELEVATION UA:	**57**
ELEVATION WA:	**56**
ELEVATION YA:	**76**
ELEVATION ZA:	**56**
(E) ARCH. PROJECTIONS	
ELEVATION UA:	**0+57**
ELEVATION WA:	**0+57**
ELEVATION YA:	**0+59**
ELEVATION ZA:	**0+51**
(F) COVERED PATIO:	**278**
MAX FOOTPRINT	1,995

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,995 / 4,120 = 48.4%**



AZD Havenwood Manor :: Chandler, AZ

30' MARKET RATE :: SP-3

PLAN 3

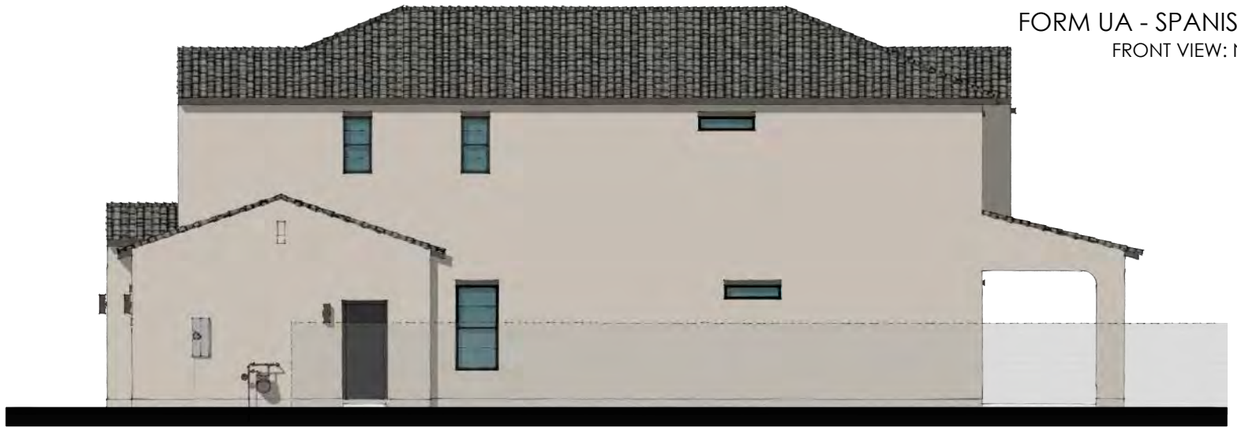
SEAVIEW

LIV. SF:	2,519
PLAN W x D:	28'-9" x 71'-8"
PLAN #:	7357

FORM: UA - SPANISH MODERN



FORM UA - SPANISH MODERN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



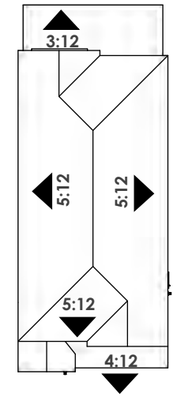
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'S' TILES
3. 0" RAKES AND 12" EAVES
4. TAPERED RECESS AT WINDOWS
5. DECORATIVE ARCH DETAILS
6. DECORATIVE GABLE RECESS
7. DECORATIVE SHUTTERS
8. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
9. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.
10. PLATE @ ENTRY - 11'-1" A.F.F.

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PLAN 3

SEAVIEW

LIV. SF:	2,519
PLAN W x D:	28'-9" x 71'-8"
PLAN #:	7357

FORM: WA - FARMHOUSE



FORM WA - FARMHOUSE
FRONT VIEW: N.T.S.



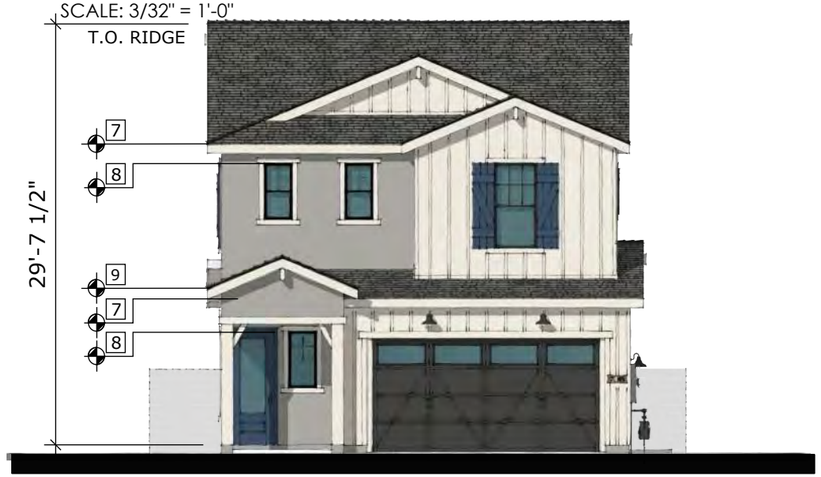
RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



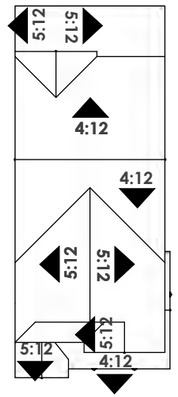
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE VENT DETAILS
5. DECORATIVE CORBLE DETAILS
6. DECORATIVE BOARD & BATTON
7. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
8. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.
9. PLATE @ ENTRY - 10'-1" A.F.F.

30' MARKET RATE :: SP-3

PLAN 3

SEAVIEW

LIV. SF:	2,519
PLAN W x D:	28'-9" x 73'-8"
PLAN #:	7357

FORM: YA - CRAFTSMAN



FORM YA - CRAFTSMAN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



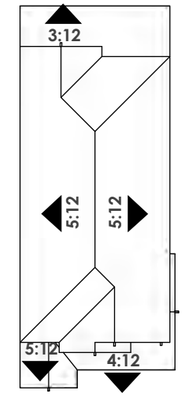
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE BRACKET DETAILS
5. DECORATIVE SIDING
6. DECORATIVE SHUTTERS
7. DECORATIVE VENEER ACCENTS
8. PLATE HEIGHT - 10-1" A.F.F. / 9'-1" A.S.F.F.
9. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.

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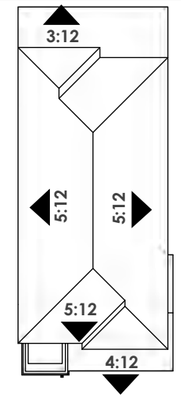
PLAN 3

SEAVIEW

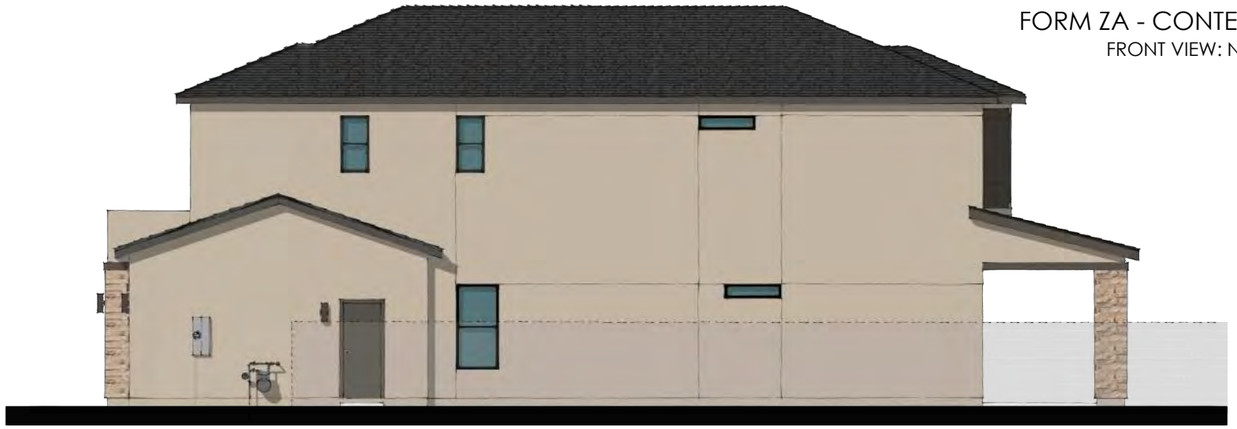
LIV. SF:	2,519
PLAN W x D:	28'-9" x 71'-8"
PLAN #:	7357

FORM: ZA - CONTEMPORARY





FORM ZA - CONTEMPORARY
FRONT VIEW: N.T.S.



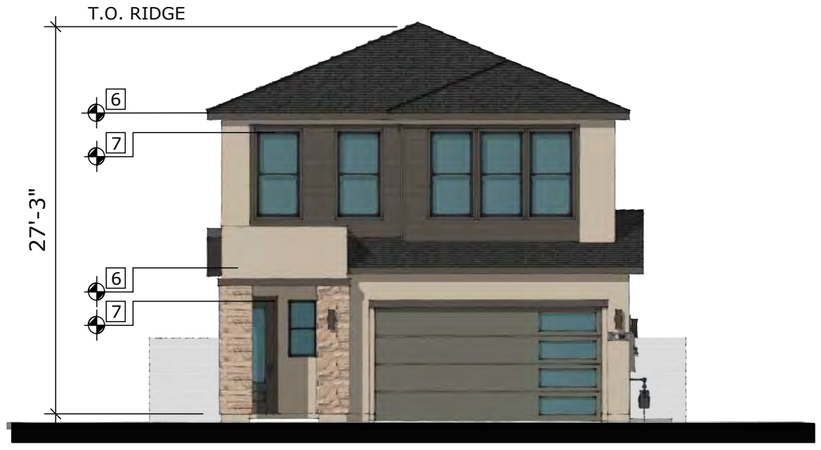
RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT HIPS
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE SIDING
5. MASONRY VENEER ACCENTS
6. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
7. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.

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FORM UA - SPANISH MODERN

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"



FORM WA - FARMHOUSE

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"



FORM YA - CRAFTSMAN

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"

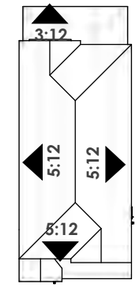
30' MARKET RATE :: SP-3

PLAN 3

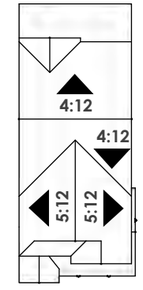
SEAVIEW

LIV. SF:	2,519
PLAN W x D:	VARIES
PLAN #:	7350

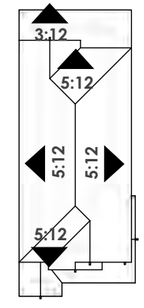
OPT. 12080 MULTI-SLIDE AT COVERED PATIO



FORM UA - SPANISH MODERN



FORM WA - FARMHOUSE



FORM YA - CRAFTSMAN

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30' MARKET RATE :: SP-3

PLAN 3

SEAVIEW

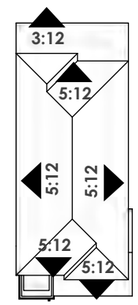
LIV. SF:	2,519
PLAN W x D:	VARIES
PLAN #:	7350

OPT. 12080 MULTI-SLIDE AT COVERED PATIO



FORM ZA - CONTEMPORARY

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"



FORM ZA - CONTEMPORARY

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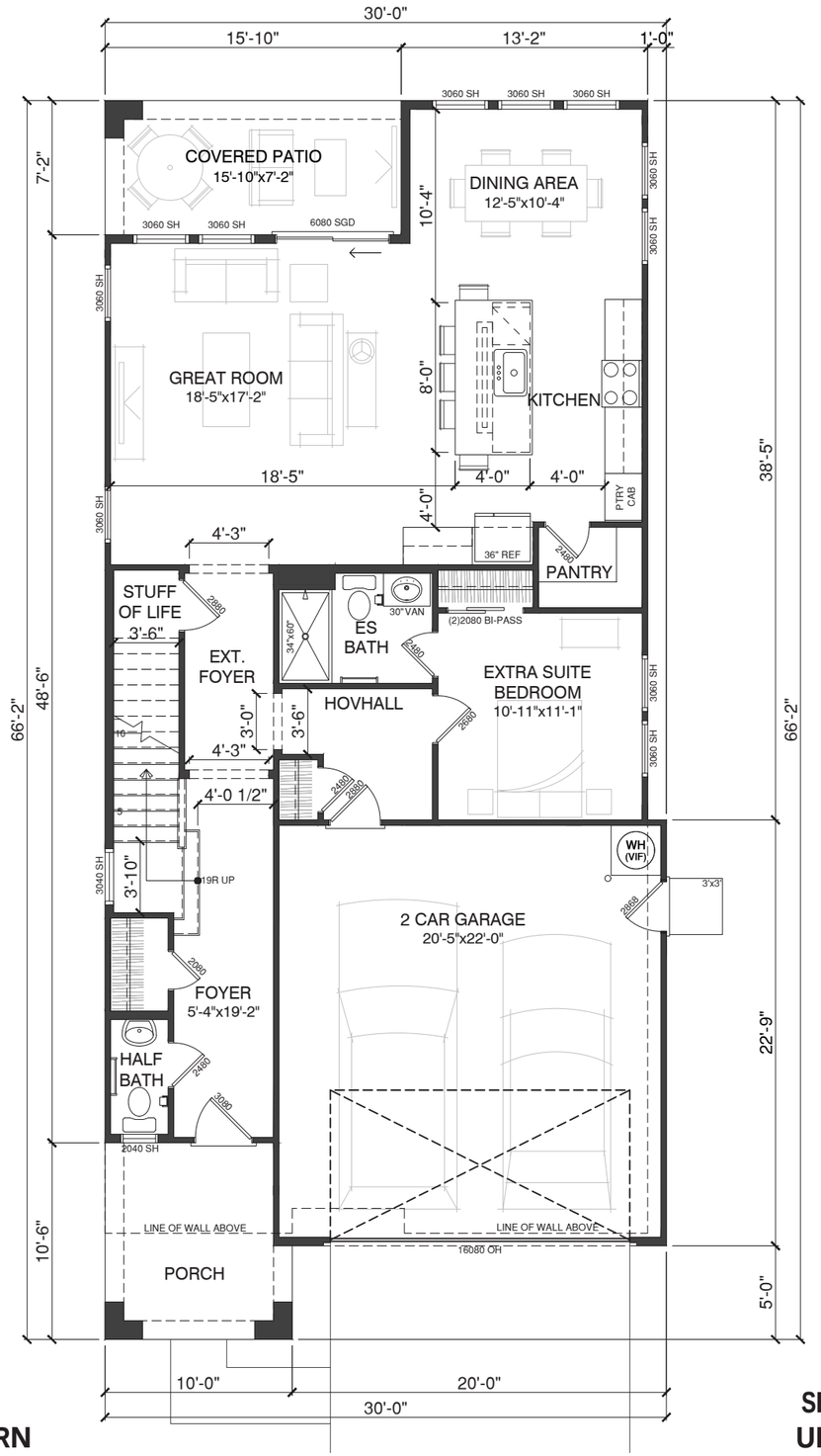
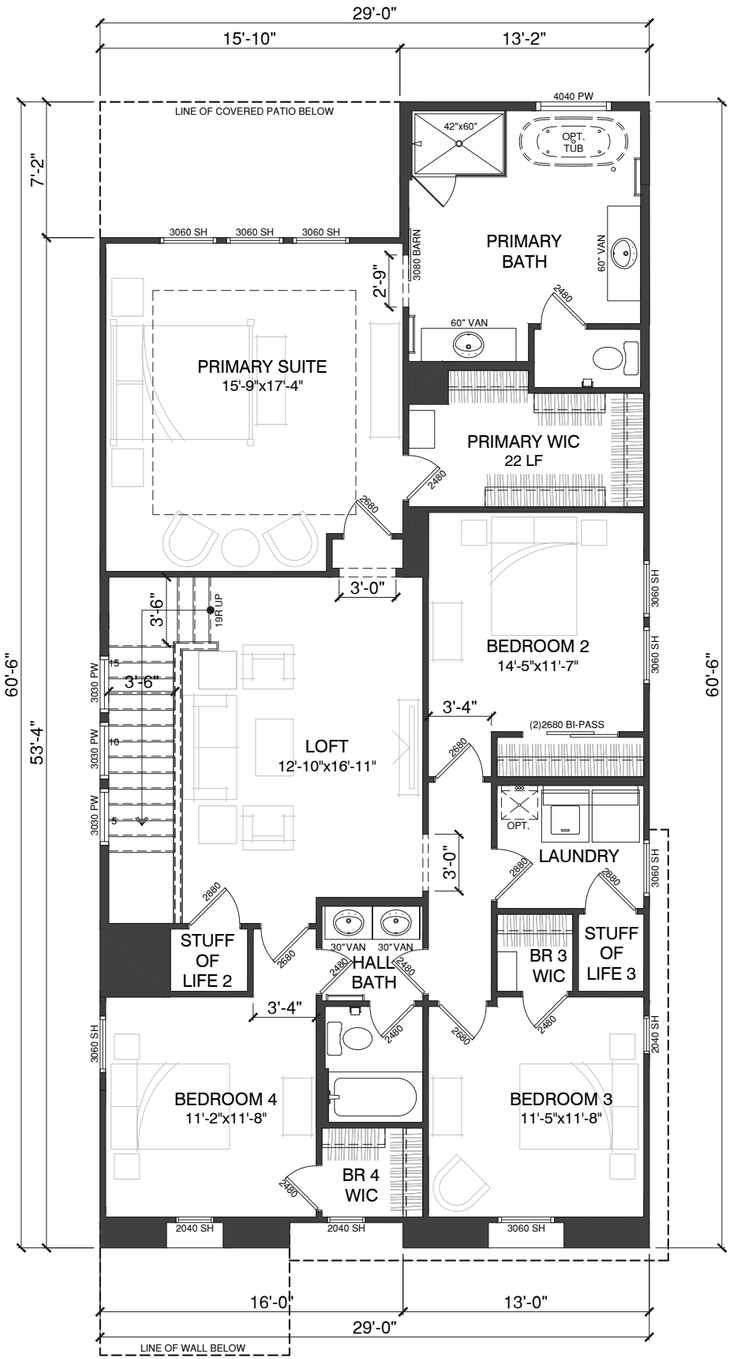


FIRST FLOOR PLAN
UD - SPANISH MODERN



SECOND FLOOR PLAN
UD - SPANISH MODERN

30' MARKET RATE :: SPEC-3

PLAN 4

LIV. SF:	2,762
PLAN W x D:	30'-0" X 66'-2"
PLAN #:	**7156**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	HAMPTON

VITAL STATS

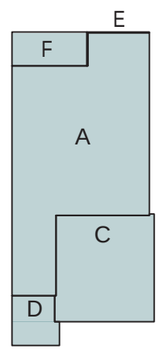
BEDROOM	**5**
BATH	**3.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

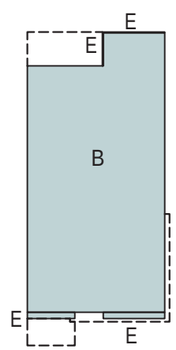
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,762
(A) 1ST FLR LIVABLE:	**1,163**
(B) 2ND FLR LIVABLE:	**1,599**
(C) GARAGE:	
2 CAR GARAGE:	**467**
(D) COVERED ENTRY:	
ELEVATION UD:	**100**
ELEVATION WD:	**100**
ELEVATION YD:	**100**
ELEVATION ZD:	**100**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**3+33**
ELEVATION WD:	**3+33**
ELEVATION YD:	**3+33**
ELEVATION ZD:	**3+33**
(F) COVERED PATIO:	**111**
MAX FOOTPRINT	1,847

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,847 / 4,120 = 44.8%**





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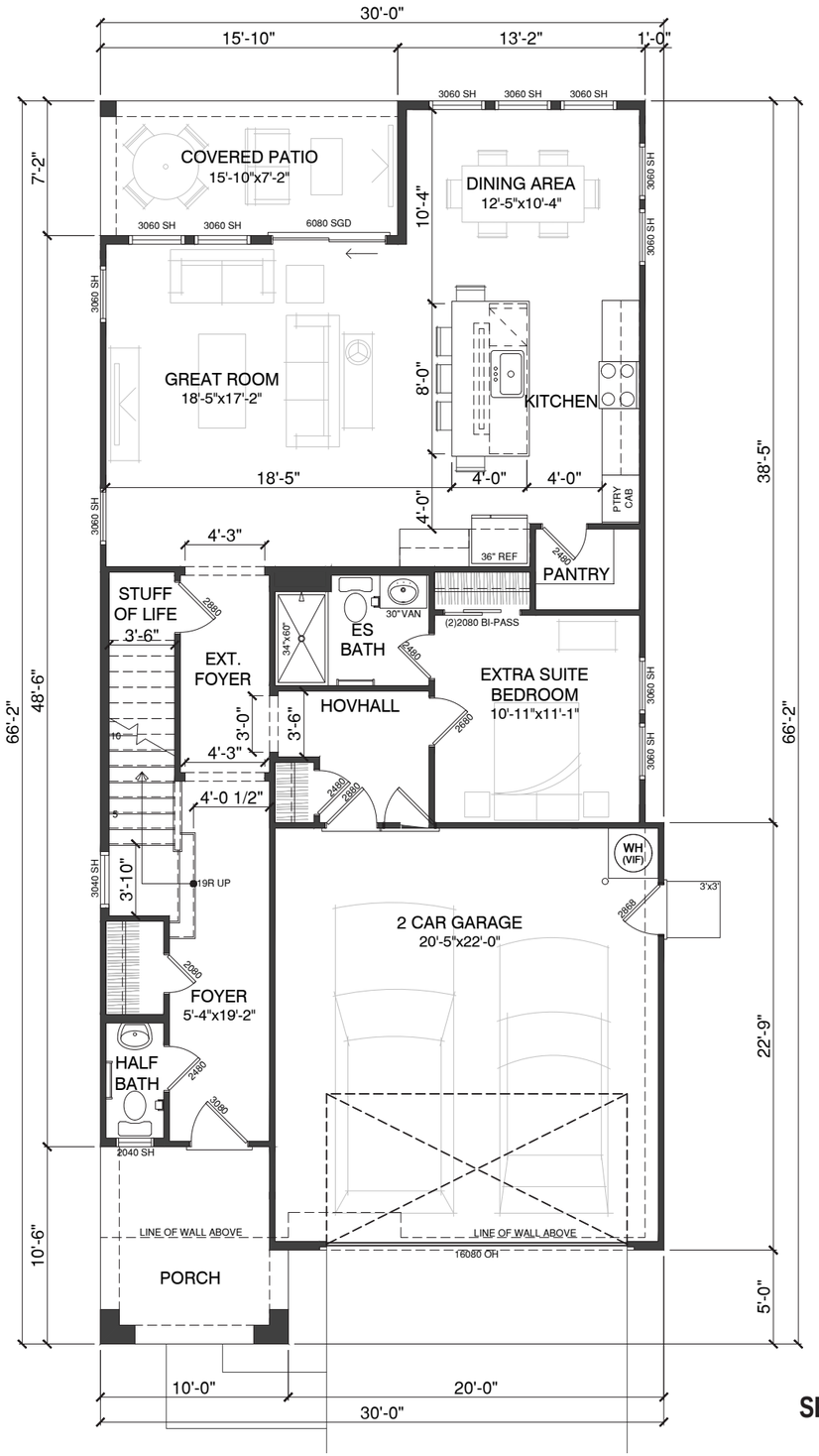
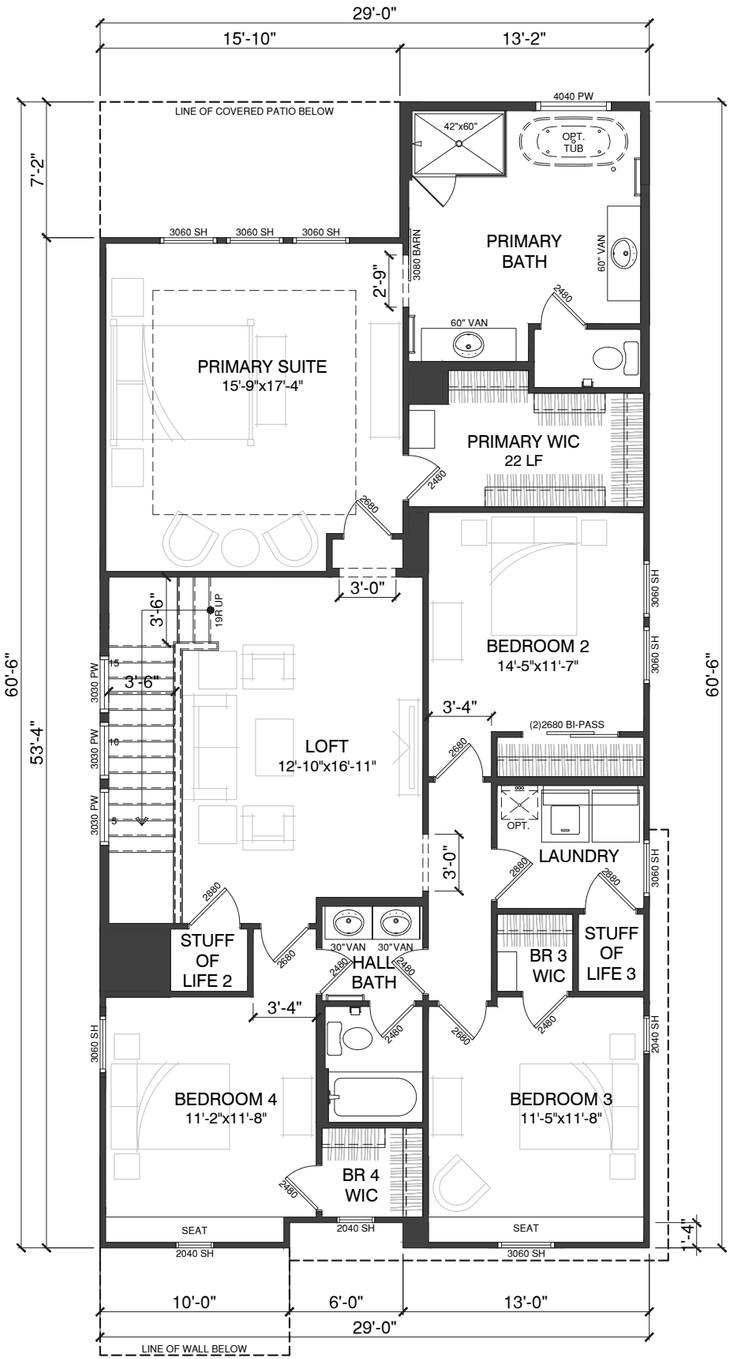




FIRST FLOOR PLAN
WD - FARMHOUSE

SECOND FLOOR PLAN
WD - FARMHOUSE

30' MARKET RATE :: SPEC-3

PLAN 4

LIV. SF:	2,762
PLAN W x D:	30'-0" X 66'-2"
PLAN #:	**7156**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	HAMPTON

VITAL STATS

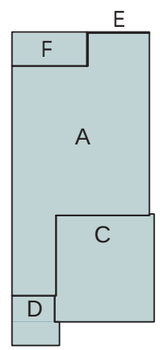
BEDROOM	**5**
BATH	**3.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

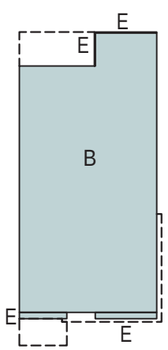
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

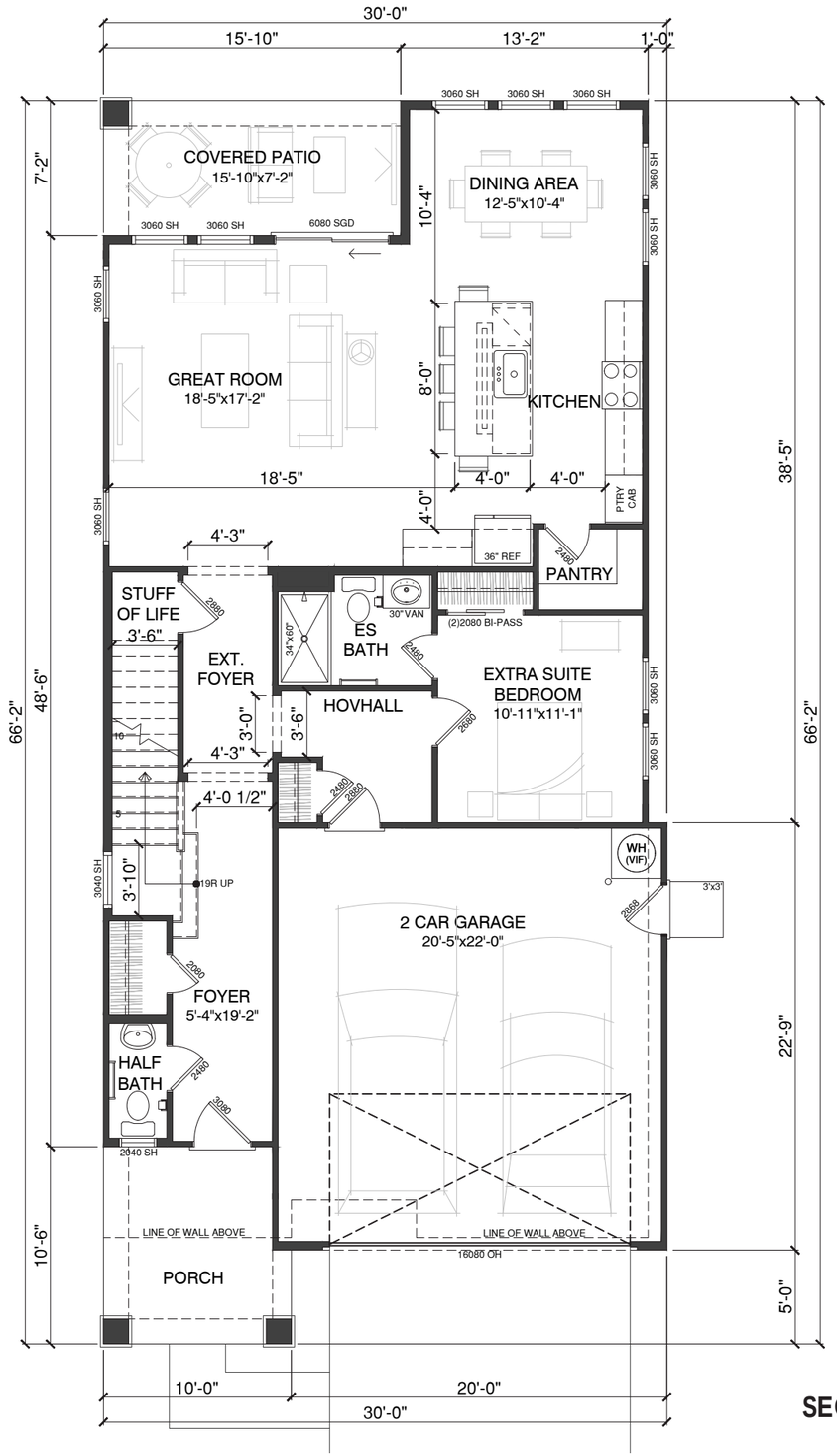
MAX. LIVABLE (A+B):	2,762
(A) 1ST FLR LIVABLE:	**1,163**
(B) 2ND FLR LIVABLE:	**1,599**
(C) GARAGE:	
2 CAR GARAGE:	**467**
(D) COVERED ENTRY:	
ELEVATION UD:	**100**
ELEVATION WD:	**100**
ELEVATION YD:	**100**
ELEVATION ZD:	**100**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**3+33**
ELEVATION WD:	**3+33**
ELEVATION YD:	**3+33**
ELEVATION ZD:	**3+33**
(F) COVERED PATIO:	**111**
MAX FOOTPRINT	1,847

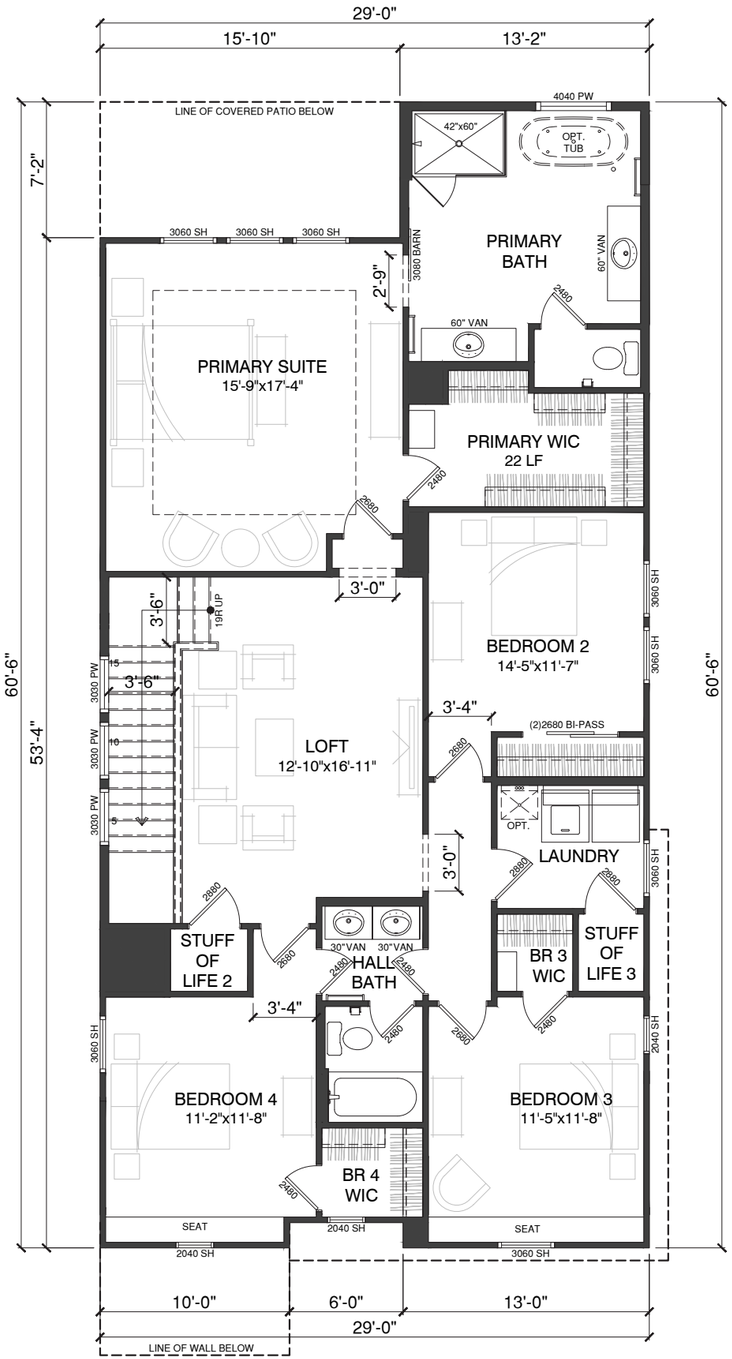
TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,847 / 4,120 = 44.8%**





AZD Havenwood Manor :: Chandler, AZ





FIRST FLOOR PLAN
YD - CRAFTSMAN

SECOND FLOOR PLAN
YD - CRAFTSMAN

AZD Havenwood Manor :: Chandler, AZ

30' MARKET RATE :: SPEC-3

PLAN 4

LIV. SF:	2,762
PLAN W x D:	30'-0" X 66'-2"
PLAN #:	**7156**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	HAMPTON

VITAL STATS

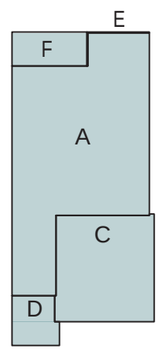
BEDROOM	**5**
BATH	**3.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

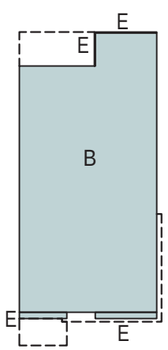
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

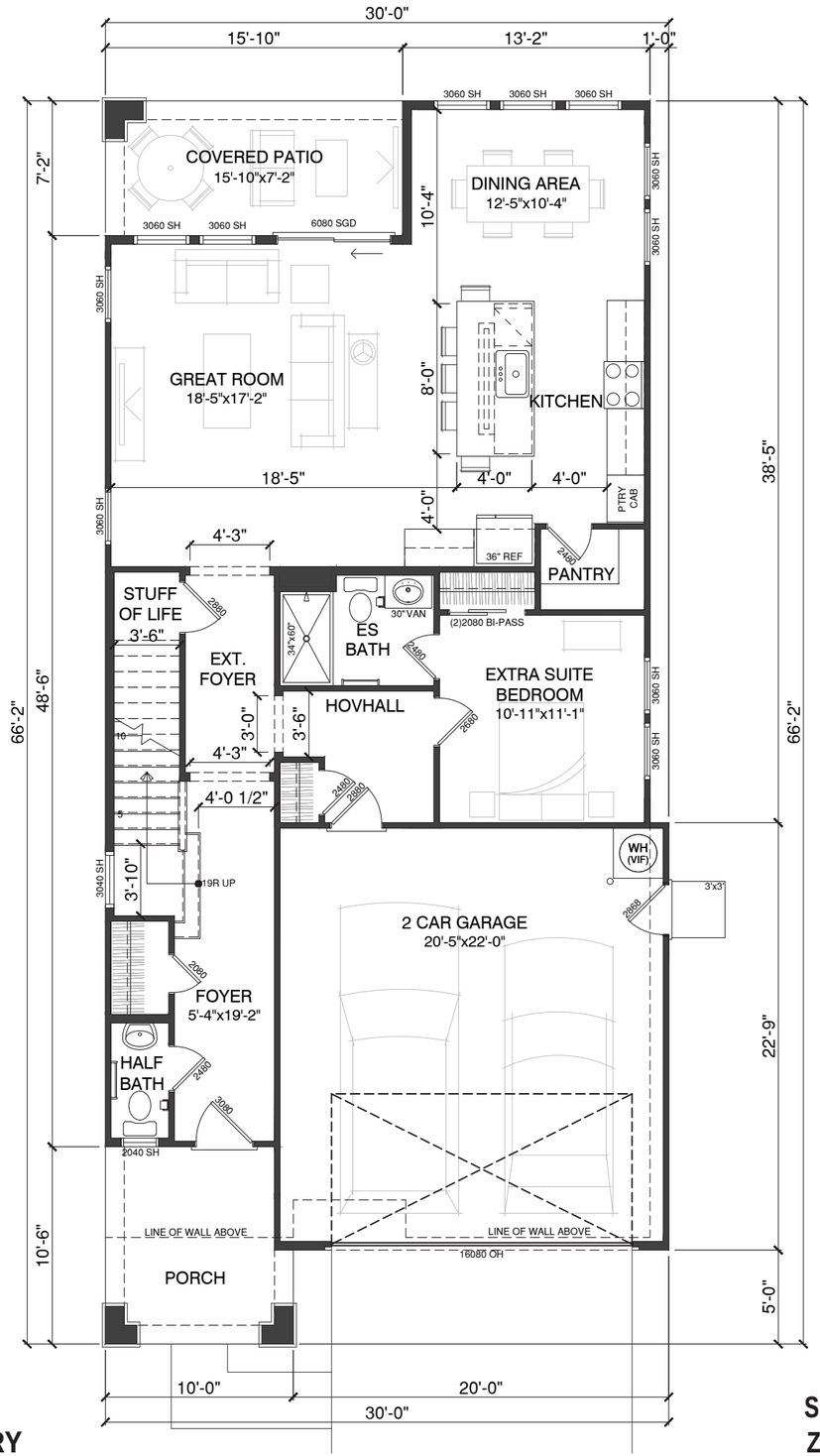
MAX. LIVABLE (A+B):	2,762
(A) 1ST FLR LIVABLE:	**1,163**
(B) 2ND FLR LIVABLE:	**1,599**
(C) GARAGE:	
2 CAR GARAGE:	**467**
(D) COVERED ENTRY:	
ELEVATION UD:	**100**
ELEVATION WD:	**100**
ELEVATION YD:	**100**
ELEVATION ZD:	**100**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**3+33**
ELEVATION WD:	**3+33**
ELEVATION YD:	**3+33**
ELEVATION ZD:	**3+33**
(F) COVERED PATIO:	**111**
MAX FOOTPRINT	1,847

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,847 / 4,120 = 44.8%**

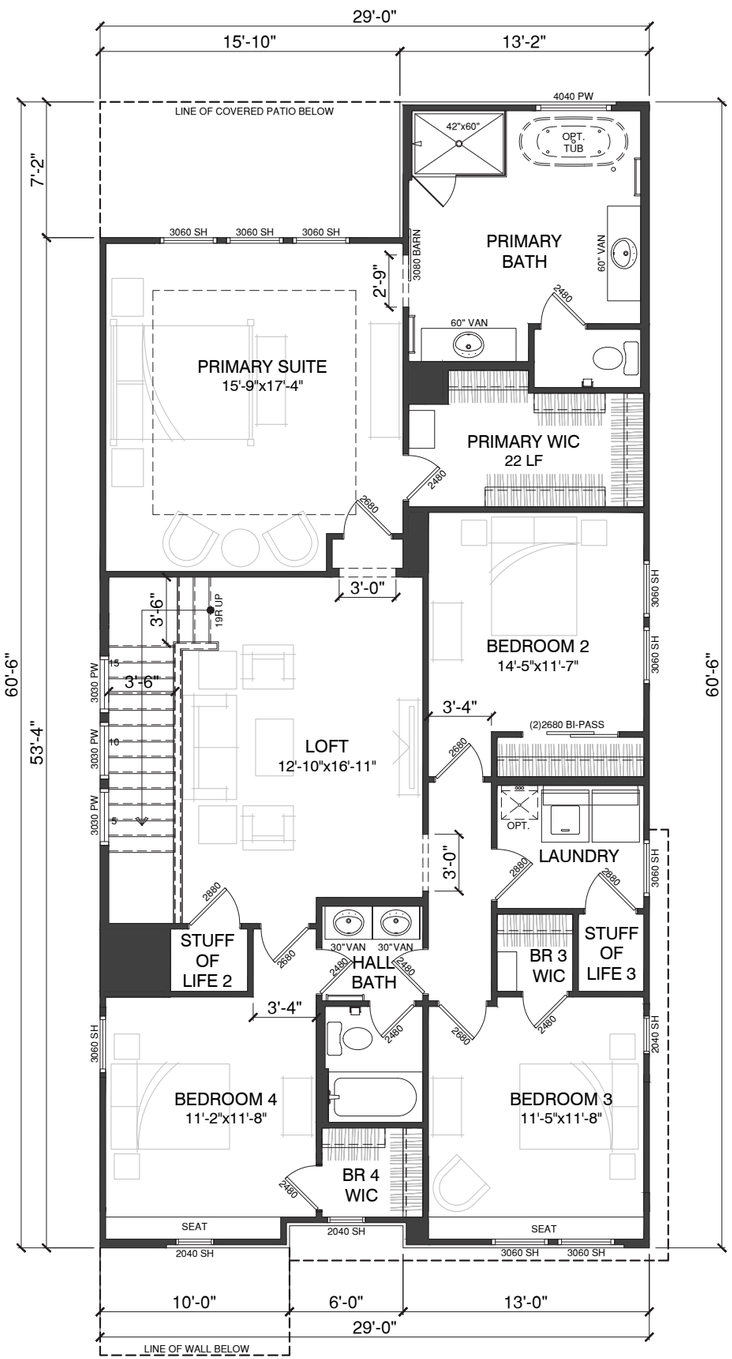




KHovnanian Homes



FIRST FLOOR PLAN
ZD - CONTEMPORARY



SECOND FLOOR PLAN
ZD - CONTEMPORARY

30' MARKET RATE :: SPEC-3

PLAN 4

LIV. SF:	2,762
PLAN W x D:	30'-0" X 66'-2"
PLAN #:	**7156**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	HAMPTON

VITAL STATS

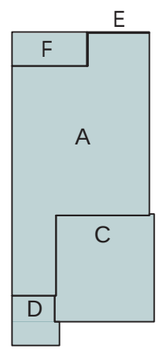
BEDROOM	**5**
BATH	**3.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

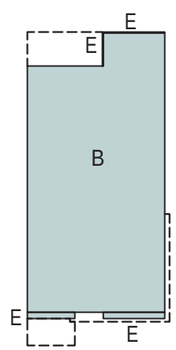
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

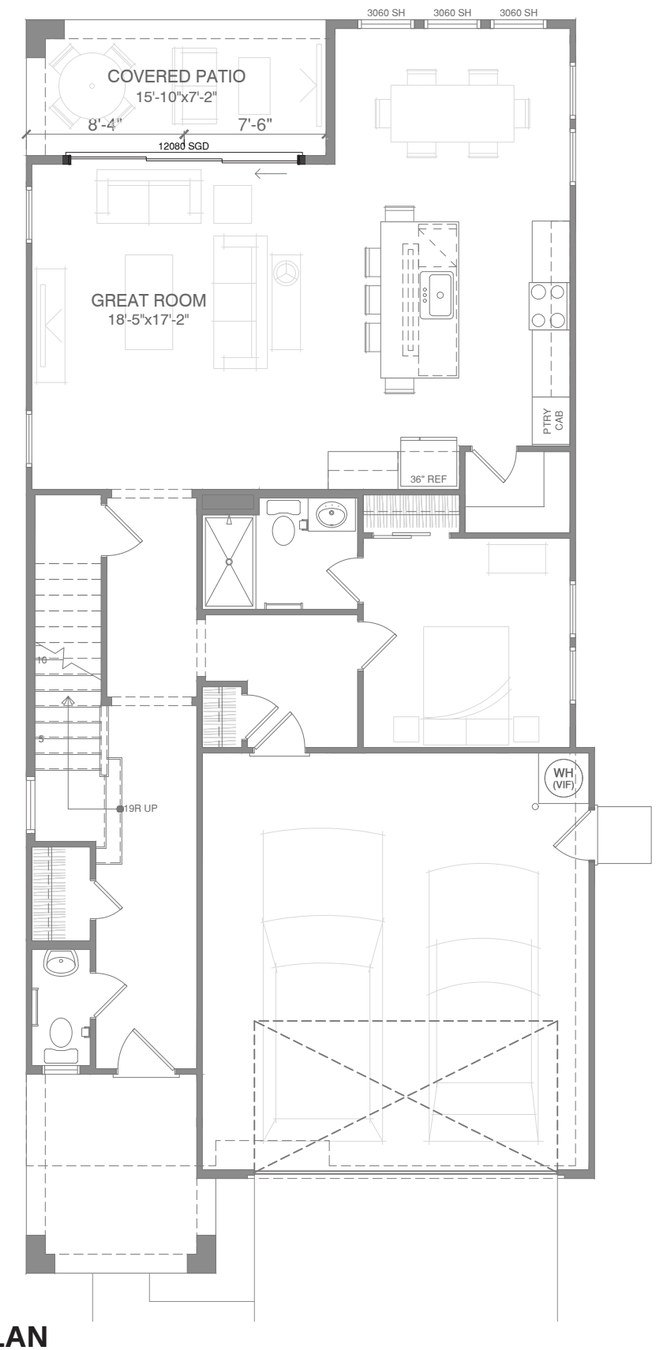
MAX. LIVABLE (A+B):	2,762
(A) 1ST FLR LIVABLE:	**1,163**
(B) 2ND FLR LIVABLE:	**1,599**
(C) GARAGE:	
2 CAR GARAGE:	**467**
(D) COVERED ENTRY:	
ELEVATION UD:	**100**
ELEVATION WD:	**100**
ELEVATION YD:	**100**
ELEVATION ZD:	**100**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**3+33**
ELEVATION WD:	**3+33**
ELEVATION YD:	**3+33**
ELEVATION ZD:	**3+33**
(F) COVERED PATIO:	**111**
MAX FOOTPRINT	1,847

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,847 / 4,120 = 44.8%**

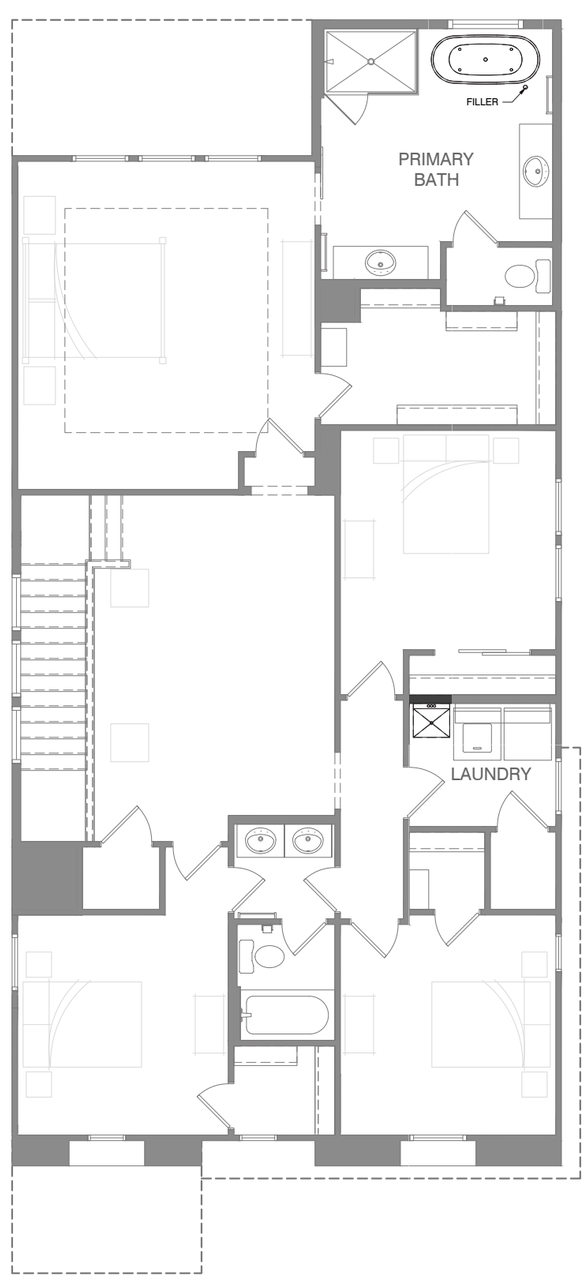




AZD Havenwood Manor :: Chandler, AZ



FIRST FLOOR PLAN
UD - SPANISH MODERN



SECOND FLOOR PLAN
UD - SPANISH MODERN

PLAN 4 *(OPTIONS)*

LIV. SF:	2,762
PLAN W x D:	30'-0" X 66'-2"
PLAN #:	**7156**
SCALE:	**1/8" = 1'-0"**
PLAN NAME:	HAMPTON

VITAL STATS

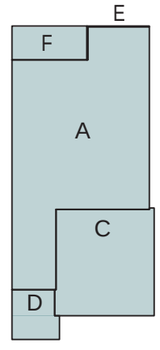
BEDROOM	**5**
BATH	**3.5**
CAR	**2**
CEILING	**10' | 9'**
WINDOW HDR	**8' | 8'**

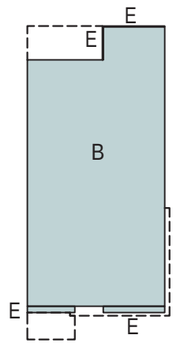
STATUS **| NTL PORTFOLIO PLAN**

AREA S.F. BREAKDOWN

MAX. LIVABLE (A+B):	2,762
(A) 1ST FLR LIVABLE:	**1,163**
(B) 2ND FLR LIVABLE:	**1,599**
(C) GARAGE:	
2 CAR GARAGE:	**467**
(D) COVERED ENTRY:	
ELEVATION UD:	**100**
ELEVATION WD:	**100**
ELEVATION YD:	**100**
ELEVATION ZD:	**100**
(E) ARCH. PROJECTIONS	
ELEVATION UD:	**3+33**
ELEVATION WD:	**3+33**
ELEVATION YD:	**3+33**
ELEVATION ZD:	**3+33**
(F) COVERED PATIO:	**111**
MAX FOOTPRINT	1,847

TYP LOT SIZE **| 40'x103' (SF)**
LOT COVERAGE ALLOW **| 60.0%**
LOT COVERAGE **| 1,847 / 4,120 = 44.8%**





OPTION :: 12080 SGD AT GREAT ROOM
OPTION :: FREESTANDING-TUB AT PRIMARY BATH
OPTION :: LAUNDRY TUB AT LAUNDRY

AZD Havenwood Manor :: Chandler, AZ

30' MARKET RATE :: SP-3

PLAN 4

HAMPTON

LIV. SF:	2,762
PLAN W x D:	30'-0" x 66'-0"
PLAN #:	7156

FORM: UD - SPANISH MODERN



FORM UD - SPANISH MODERN
FRONT VIEW: N.T.S.



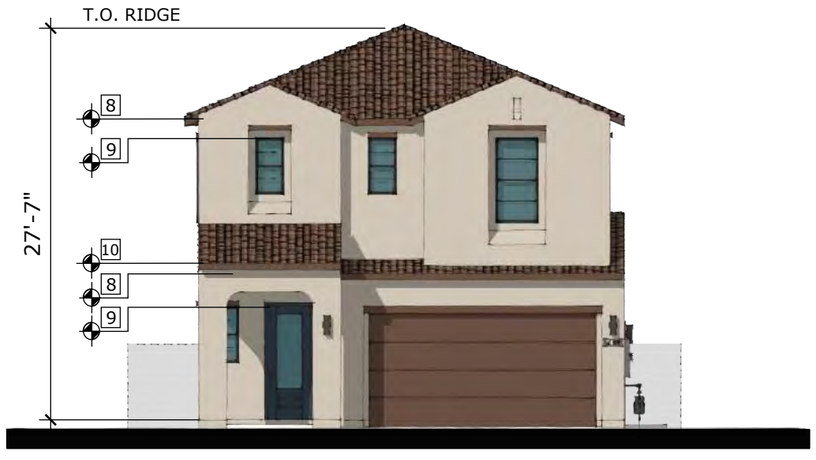
RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



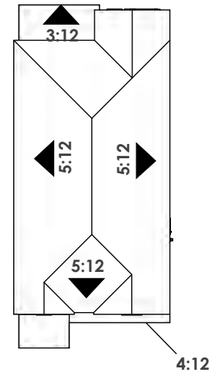
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'S' TILES
3. 0" RAKES AND 12" EAVES
4. TAPERED RECESS AT WINDOWS
5. DECORATIVE ARCH DETAILS
6. DECORATIVE GABLE RECESS
7. DECORATIVE SHUTTERS
8. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
9. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.
10. PLATE @ ENTRY - 10'-7" A.F.F.

KHovnanian Homes

30' MARKET RATE :: SP-3

PLAN 4

HAMPTON

LIV. SF:	2,762
PLAN W x D:	30'-0" x 66'-**2**"
PLAN #:	7156

FORM: WD - FARMHOUSE



FORM WD - FARMHOUSE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



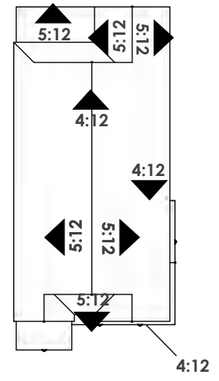
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE VENT DETAILS
5. DECORATIVE CORBLE DETAILS
6. DECORATIVE BOARD & BATTON
7. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
8. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.
9. PLATE @ ENTRY - 10'-7" A.F.F.

PLAN 4

HAMPTON

LIV. SF:	2,762
PLAN W x D:	30'-0" x 66'-**2**"
PLAN #:	7156

FORM: YD - CRAFTSMAN



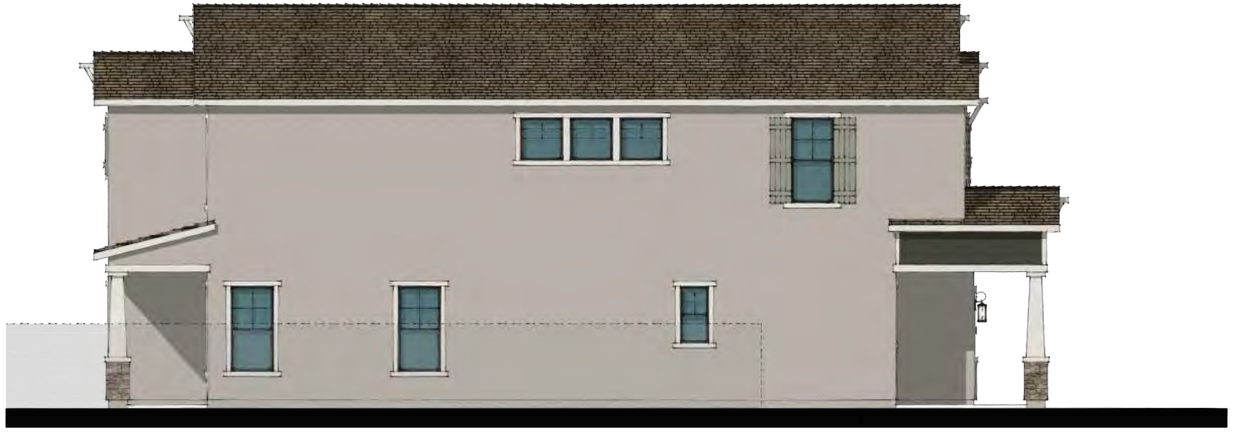
FORM YD - CRAFTSMAN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



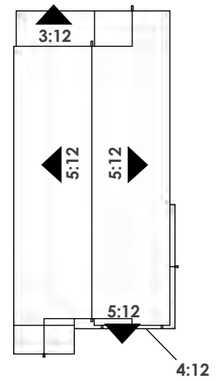
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE BRACKET DETAILS
5. DECORATIVE SIDING
6. DECORATIVE SHUTTERS
7. DECORATIVE VENEER ACCENTS
8. PLATE HEIGHT - 10-1" A.F.F. / 9'-1" A.S.F.F.
9. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.
10. PLATE @ ENTRY - 11'-1" A.F.F.

KHovnanian Homes

30' MARKET RATE :: SP-3

PLAN 4

HAMPTON

LIV. SF:	2,762
PLAN W x D:	30'-0" x 66'-**2**"
PLAN #:	7156

FORM: ZD - CONTEMPORARY



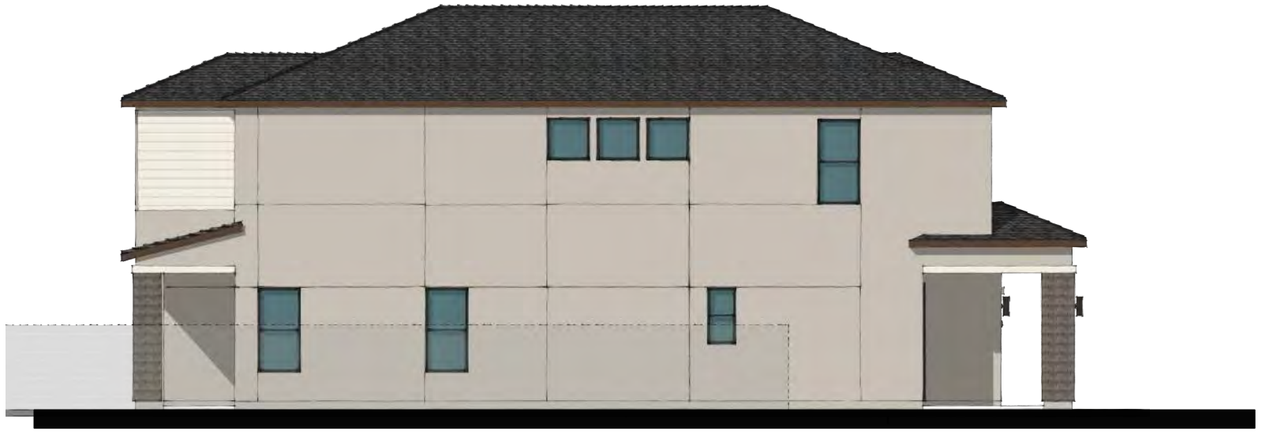
FORM ZD - CONTEMPORARY
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
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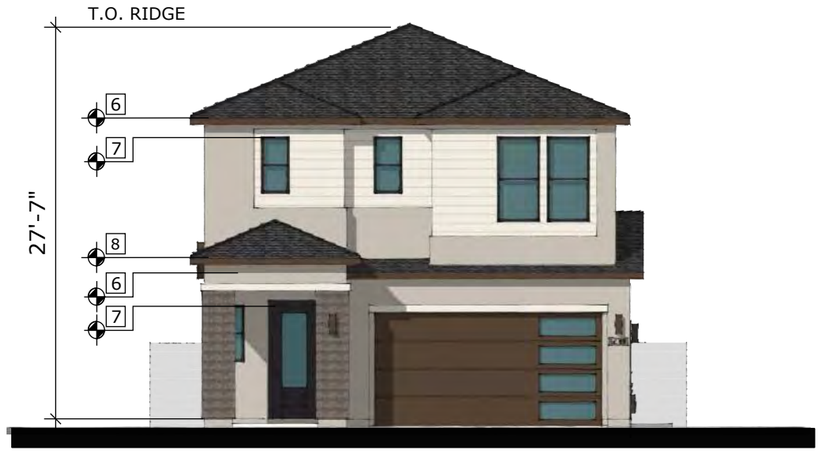

FRONT ELEVATION
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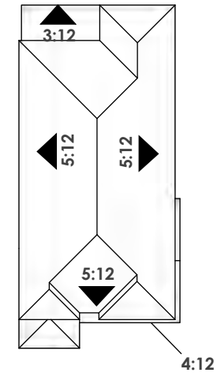


ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT HIPS
2. CONCRETE 'FLAT' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE SIDING
5. MASONRY VENEER ACCENTS
6. PLATE HEIGHT - 10'-1" A.F.F. / 9'-1" A.S.F.F.
7. WINDOW HEADER - 8'-0" A.F.F. / 8'-0" A.S.F.F.
8. PLATE @ ENTRY - 10'-7" A.F.F.

KHovnanian Homes

30' MARKET RATE :: SP-3

PLAN 4 — HAMPTON

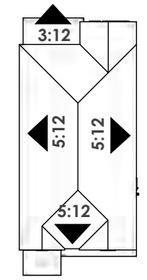
LIV. SF:	**2,762**
PLAN W x D:	VARIES
PLAN #:	7156

OPT. 12080 MULTI-SLIDE AT COVERED PATIO



FORM UD - SPANISH MODERN

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"

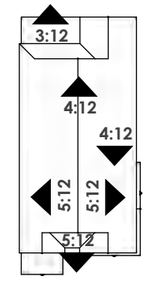


FORM UD - SPANISH MODERN



FORM WD - FARMHOUSE

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"

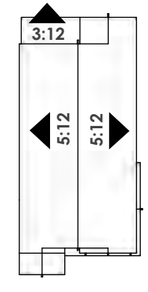


FORM WD - FARMHOUSE



FORM YD - CRAFTSMAN

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"



FORM YD - CRAFTSMAN

30' MARKET RATE :: SP-3

PLAN 4 HAMPTON

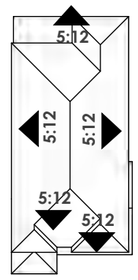
LIV. SF:	**2,762**
PLAN W x D:	VARIES
PLAN #:	7156

OPT. 12080 MULTI-SLIDE AT COVERED PATIO



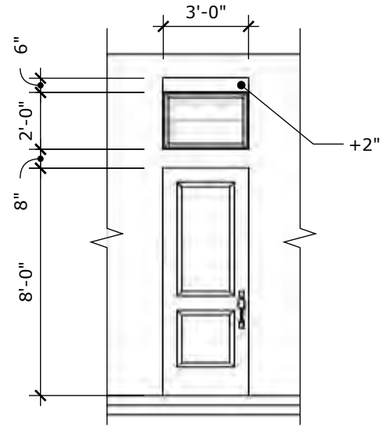
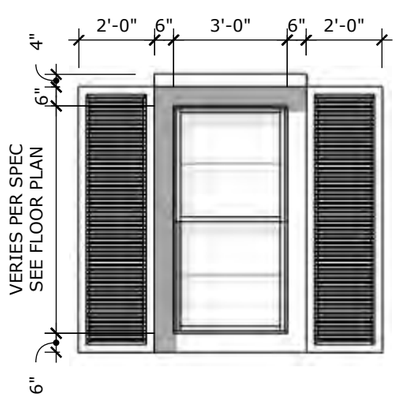
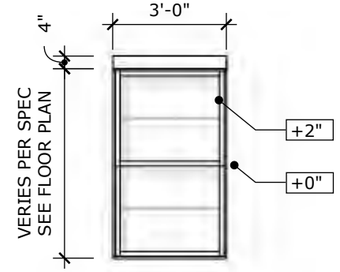
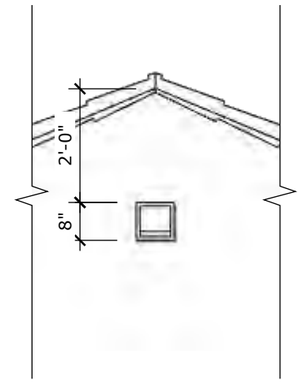
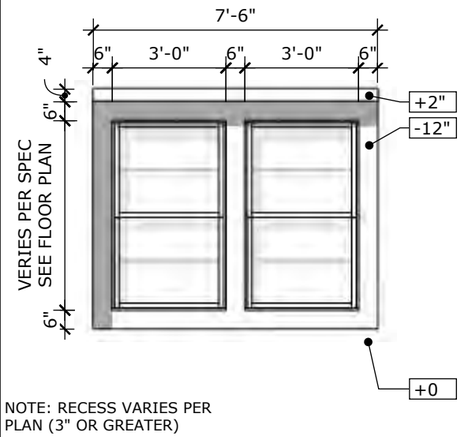
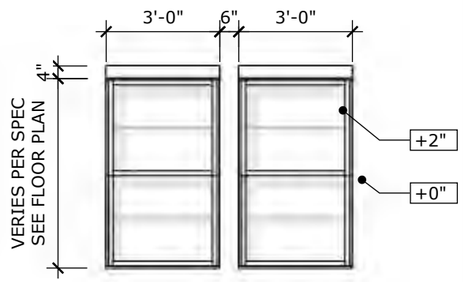
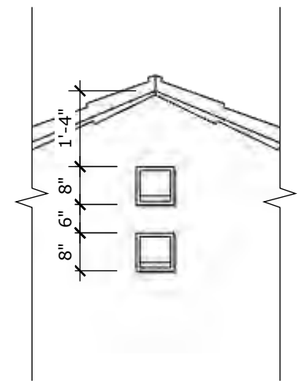
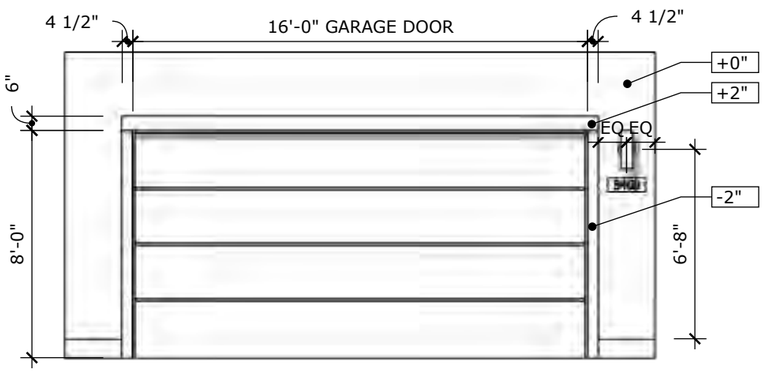
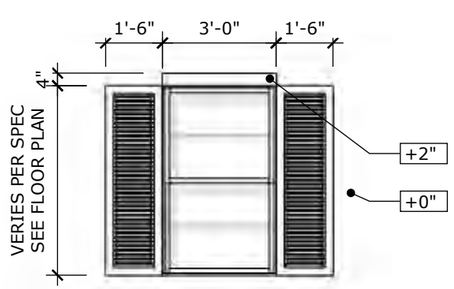
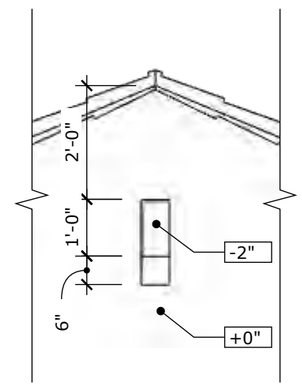
FORM ZD - CONTEMPORARY

OPT. REAR ELEVATION
SCALE: 3/32" = 1'-0"

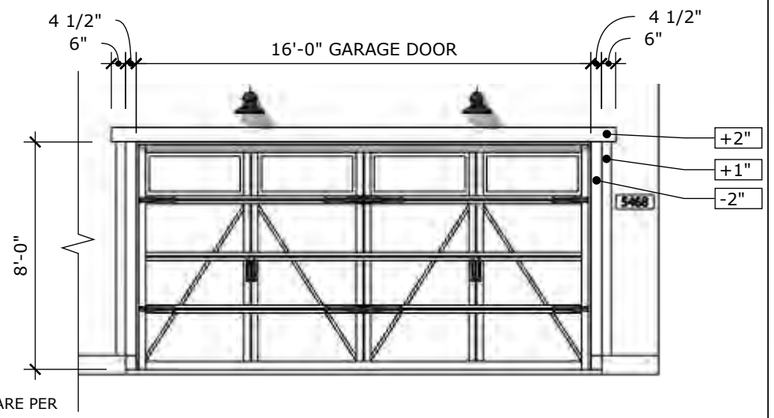


FORM ZD - CONTEMPORARY

KHovnanian Homes

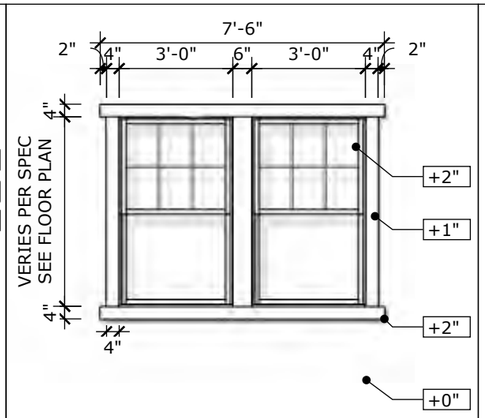
								
	U13	ENTRY DOOR W/TRANSOM	U10	RECESSED WINDOW W/SHUTTERS	U7	STUCCO TRIM @ (1)WINDOW	U4	GABLE DETAIL 1-TILE	U1
				 NOTE: RECESS VARIES PER PLAN (3" OR GREATER)				
	U14		U11	RECESSED (2)WINDOW	U8	STUCCO TRIM @ (2)WINDOW	U5	GABLE DETAIL 2-TILE	U2
								
	U15	RECESSED GARAGE DOOR	U9			STUCCO TRIM @ (1)WINDOW W/SUTTERS	U6	TAPER RECESSED GABLE DETAIL	U3

SPANISH MODERN EXTERIOR DETAILS
SCALE: NTS

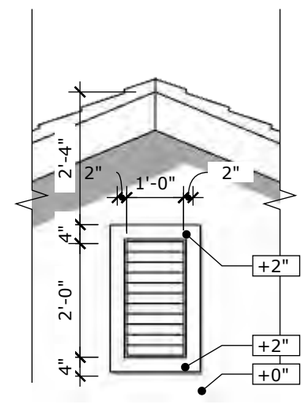


NOTE: DOOR HARDWARE PER SPECS

W13 RECESSED GARAGE DOOR W7



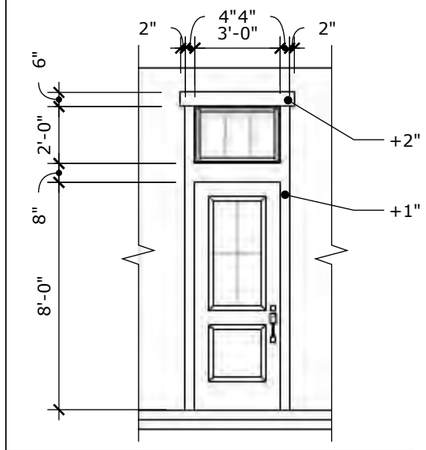
W4 STUCCO TRIM @ (2)WINDOW



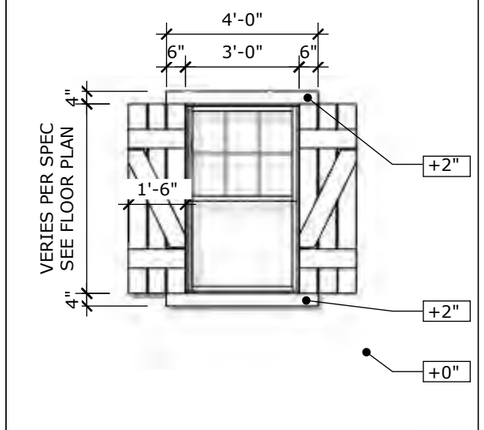
W1 DECORATIVE GABLE VENT DETAIL

W14

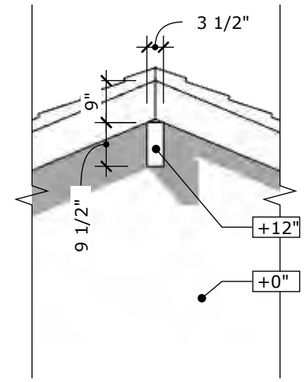
W11



W8 ENTRY DOOR W/TRANSOM



W5 STUCCO TRIM @ (1)WINDOW W/SUTTERS

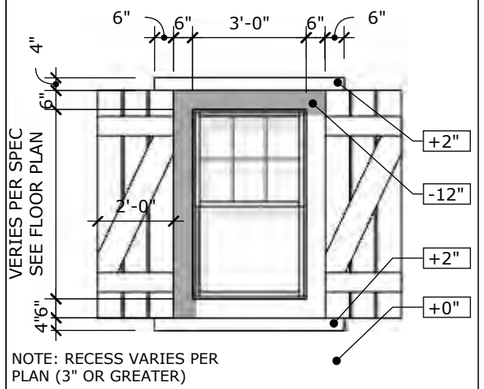


W2 DECORATIVE GABLE DETAIL

W15

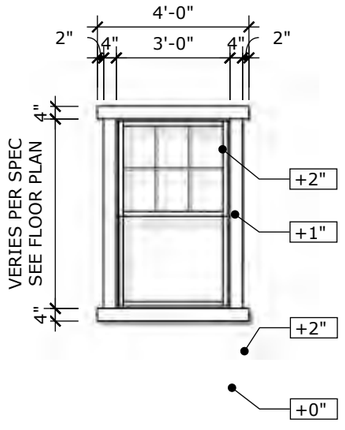
W12

W9



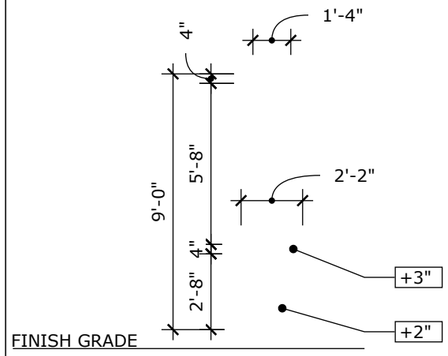
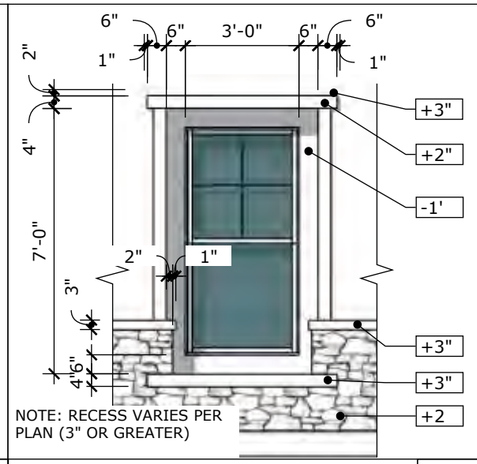
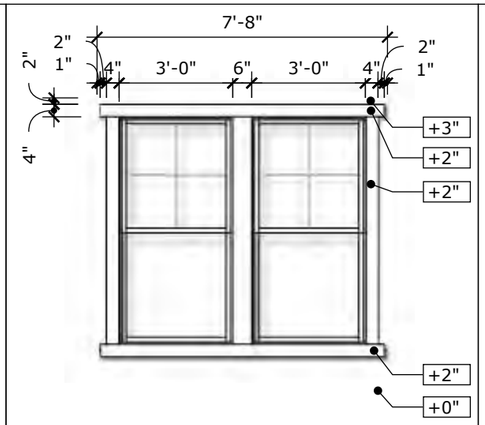
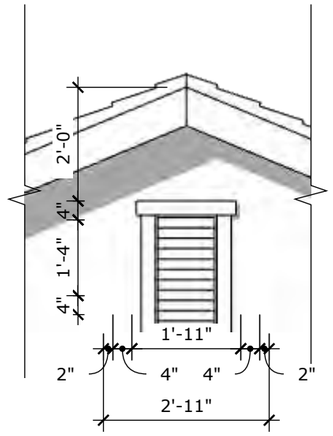
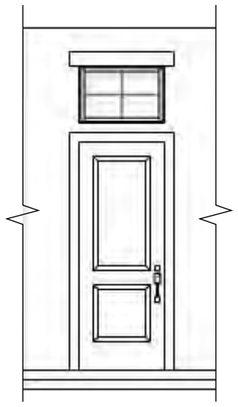
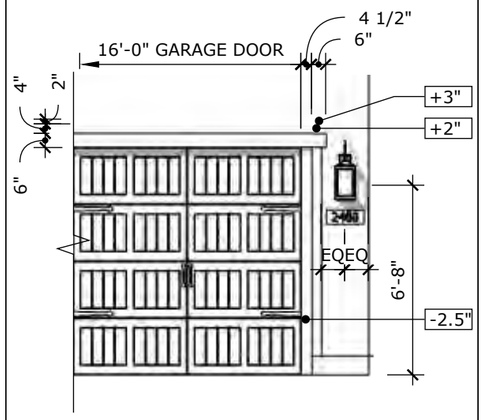
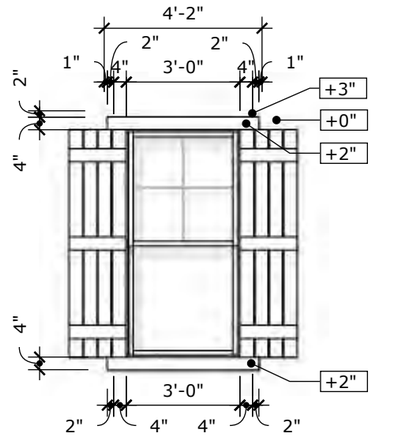
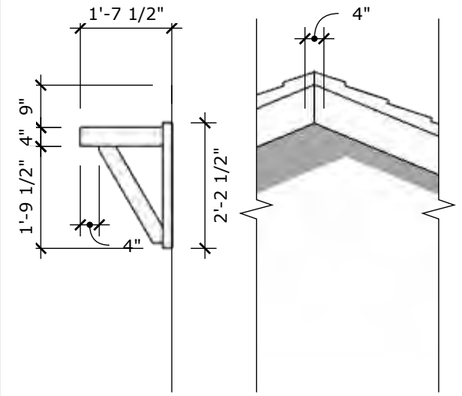
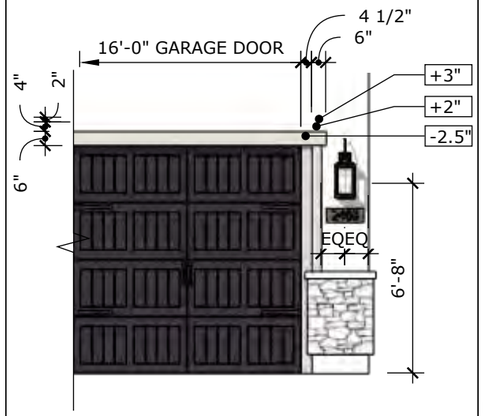
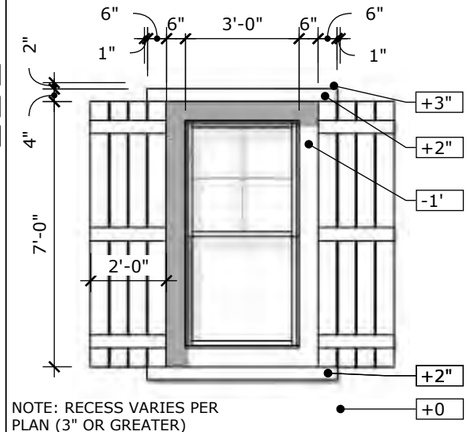
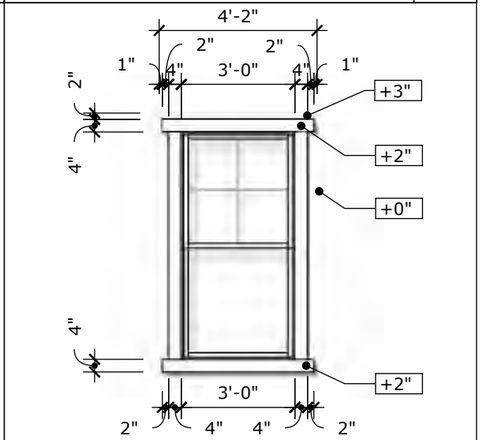
NOTE: RECESS VARIES PER PLAN (3" OR GREATER)

W6 RECESSED WINDOW W/SHUTTERS

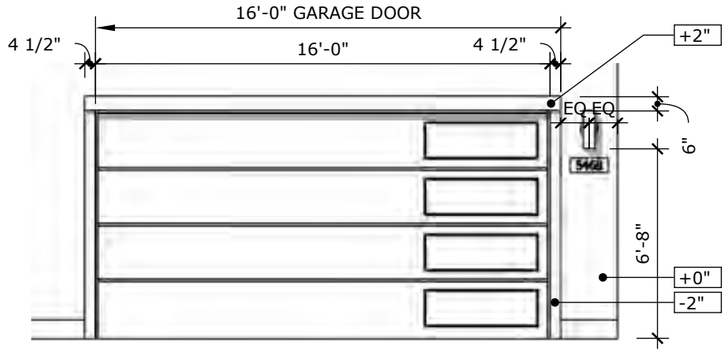


W3 STUCCO TRIM @ (1)WINDOW

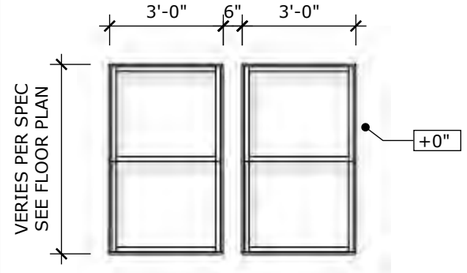
FARMHOUSE EXTERIOR DETAILS
SCALE: NTS

								
Y13	TAPPERED COLUMN	Y10	RECESSED WINDOW W/STONE	Y7	STUCCO TRIM @ (2)WINDOW	Y4	GABLE VENT DETAIL	Y1
								
Y14	ENTRY DOOR W/TRANSOM	Y11	RECESSED GARAGE DOOR	Y8	STUCCO TRIM @ (1)WINDOW W/SUTTERS	Y5	CORBEL DETAIL @ GABLE	Y2
							
Y15		Y12	RECESSED GARAGE DOOR W/STONE	Y9	RECESSED WINDOW W/SHUTTERS	Y6	STUCCO TRIM @ (1)WINDOW	Y3

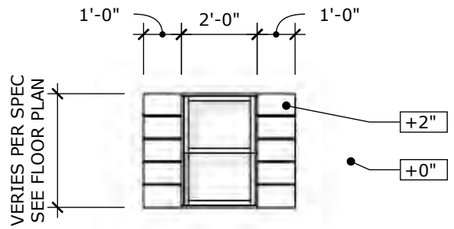
CRAFTSMAN EXTERIOR DETAILS
SCALE: NTS



RECESSED GARAGE DOOR | U10

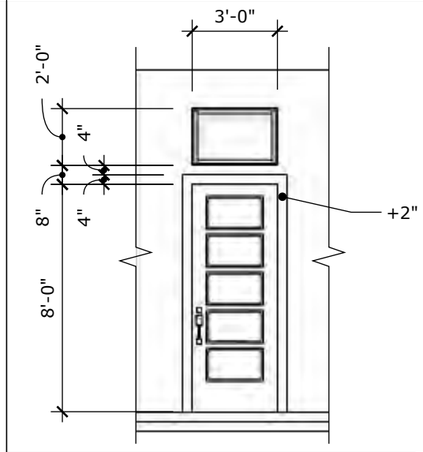


STUCCO TRIM @ (2)WINDOW | U7



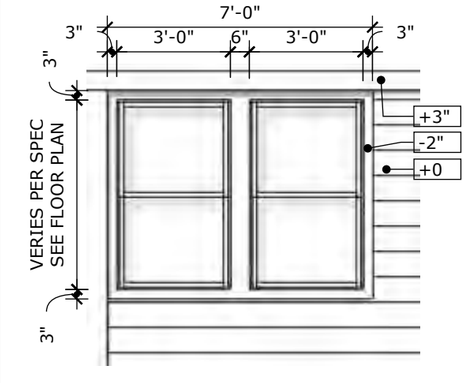
(2030 SH) WINDOW W/SUTTERS | U4

U1



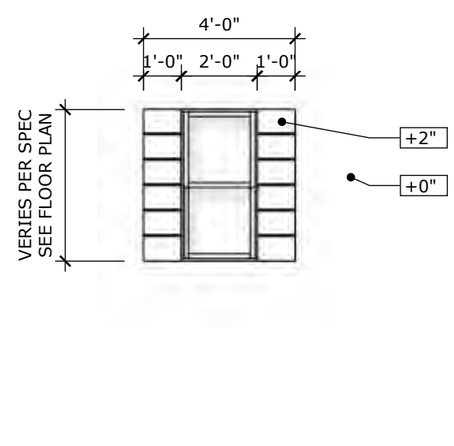
U14

ENTRY DOOR W/TRANSOM | U11



NOTE: RECESS VARIES PER PLAN
(2" DEEP RECESS CONDITION)

RECESSED WINDOW | U8

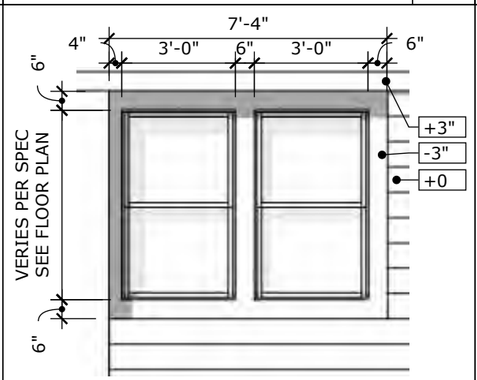


(2040 SH) WINDOW W/SUTTERS | U5

U2

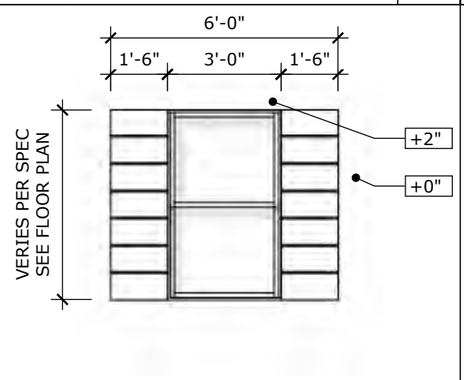
U15

U12

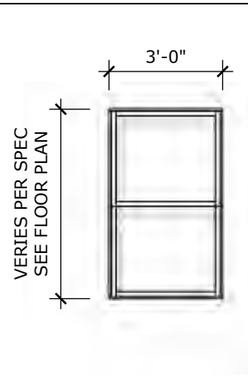


NOTE: RECESS VARIES PER
PLAN (3" DEEP OR GREATER)

TAPERED RECESSED WINDOW | U9



(2050 SH) WINDOW W/SUTTERS | U6



STUCCO TRIM @ (1)WINDOW | U3

CONTEMPORARY EXTERIOR DETAILS
SCALE: NTS

APPENDIX B:
COLOR & MATERIALS PALETTE

KHovnanian Homes

AZD Havenwood Manor

Chandler ,AZ

WIP Date: 4/14/2025
DR Approval Date:

Rev 1:
Rev 2:
Rev 3:

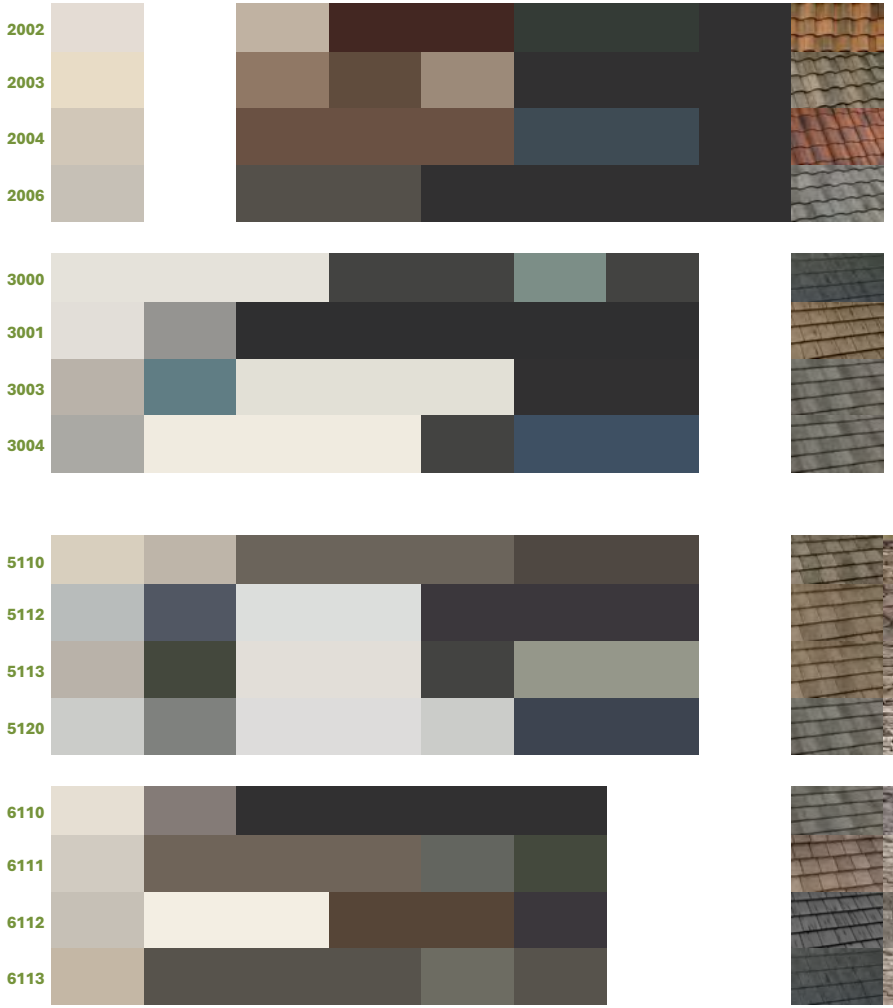
			Body	LRV	Siding	LRV	Trim	Fascia	Gar Door	Entry	Shutters	Pipe Vent	Roof Tile	Veneer
													Eagle	Eldorado Stone
FORM U - Spanish Modern	STL24914	**2002**	6077 Everyday White	72	NA	0	7037 Balanced Beige	2838 Polished Mahogany	2838 Polished Mahogany	6216 Jasper	6216 Jasper	6990 Caviar	Barrel_3645_Sunrise Blend	NA
	STL24888	**2003**	6119 Antique White	72	NA	0	6081 Down Home	9091 Half_Caff	7508 Tavern taupe	6990 Caviar	6990 Caviar	6990 Caviar	Barrel_3687_Brown Gray Range	NA
	STL24889	**2004**	7036 Accessible Beige	58	NA	0	7520 Dark Brown	7520 Dark Brown	7520 Dark Brown	7615 Sea Serpent	7615 Sea Serpent	6990 Caviar	Barrel_3636_Piedmont Blend	NA
	STL24915	**2006**	7641 Colonnade Gray	53	NA	0	7048 Urbane Bronze	7048 Urbane Bronze	6990 Caviar	6990 Caviar	6990 Caviar	6990 Caviar	Barrel_3697_Slate Range	NA
FORM W - Farmhouse	STL24891	**3000**	7636 Origami White	76	7636 Origami White	76	7636 Origami White	7069 Iron Ore	7069 Iron Ore	6214 Underseas	7069 Iron Ore	NA	Flat_4595_Dark Charcoal	NA
	STL24920	**3001**	7014 Eider White	73	7669 Summit Gray	30	6258 Tricorn Black	6258 Tricorn Black	6258 Tricorn Black	6258 Tricorn Black	6258 Tricorn Black	NA	Flat_4502_Arcadia Canyon Brown	NA
	STL25012	**3003**	7023 Requisite Gray	45	6228 Refuge	9	7049 Nuance	7049 Nuance	7049 Nuance	6990 Caviar	6990 Caviar	NA	Flat_5699_Charcoal Range	NA
	STL24893	**3004**	7650 Ellie Gray	40	8917 Shell White	83	8917 Shell White	8917 Shell White	7069 Iron Ore	7602 Indigo Batik	7602 Indigo Batik	NA	Flat_5699_Charcoal Range	NA
FORM Y - Craftsman W/ Stone	STL25149	**5110**	7541 Grecian Ivory	63	7044 Amazing Gray	47	7047 Porpoise	7047 Porpoise	7047 Porpoise	7020 Black Fox	7020 Black Fox	NA	Flat_5687_Brown Grey Range	Eldorado Stone_Cliffstone_Montecito
	STL25150	**5112**	7663 Monorail Silver	50	2740 Mineral Gray	9	7070 Site White	7070 Site White	6988 Bohemian Black	6988 Bohemian Black	6988 Bohemian Black	NA	Flat_5689_Brown Range	Eldorado Stone_Country Rubble_Polermo
	STL25188	**5113**	7023 Requisite Gray	45	6209 Ripe Olive	6	7014 Eider White	7014 Eider White	7069 Iron Ore	9130 Evergreen Fog	9130 Evergreen Fog	NA	Flat_5689_Brown Range	Eldorado Stone_Roughcut_Moonlight
	STL25201	**5120**	7064 Passive	60	7067 Cityscape	22	6259 Spatial White	6259 Spatial White	7064 Passive	2739 Charcoal Blue	2739 Charcoal Blue	NA	Flat_5699_Charcoal Range	Eldorado Stone_Cliffstone_Whitebark
FORM Z - Contemporary W/ Stone	STL25125	**6110**	7042 Shoji White	74	6004 Mink	21	6990 Caviar	6990 Caviar	6990 Caviar	6990 Caviar	NA	NA	Flat_5699_Charcoal Range	Eldorado Stone_Ledgecut 33_Beach Pebble
	STL25174	**6111**	7029 Agreeable Gray	60	7026 Griffin	13	7026 Griffin	7026 Griffin	7061 Night Owl	7749 Laurel Woods	NA	NA	Flat_4689_Brown Range	Eldorado Stone_Ledgecut 33_Birch
	STL25126	**6112**	7641 Colonnade Gray	53	7566 Westhighland White	86	7566 Westhighland White	7027 Hickory Smoke	7027 Hickory Smoke	6988 Bohemian Black	NA	NA	Flat_4503_Sierra Madre	Eldorado Stone_Vantage 30_Stormcloud
	STL25175	**6113**	7506 Loggia	48	7645 Thunder Gray	9	7645 Thunder Gray	7645 Thunder Gray	6201 Thunderous	7645 Thunder Gray	NA	NA	Flat_4595_Dark Charcoal	Eldorado Stone_Ledgecut 33_Birch

AZD Havenwood Manor

Chandler ,AZ

WIP Date: 4/14/2025 **DR Approval Date:** Rev 1: Rev 2: Rev 3:

Body	Siding	Trim	Fascia	Gar Door	Entry	Shutters	Pipe Vent	Roof Tile	Veneer



U - Spanish Modern

KHovnanian Homes

Color Scheme 2002

AZD Havenwood Manor

Body 6077 Everyday White 72

Entry 6216 Jasper

Gar Door 2838 Polished Mahogany

Fascia 2838 Polished Mahogany

Trim 7037 Balanced Beige

Shutters 6216 Jasper

Pipe Vent 6990 Caviar

Roof Tile Barrel_3645_Sunrise Blend



KHovnanian Homes

U - Spanish Modern

Color Scheme 2003

AZD Havenwood Manor

Body 6119 Antique White 72

Entry 6990 Caviar

Gar Door 7508 Tavern taupe

Fascia 9091 Half_Caff

Trim 6081 Down Home

Shutters 6990 Caviar

Pipe Vent 6990 Caviar

Roof Tile Barrel_3687_Brown Gray Range



KHovnanian Homes

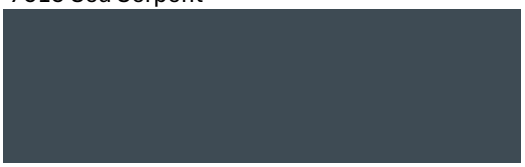
U - Spanish Modern

Color Scheme 2004

AZD Havenwood Manor

Body 7036 Accessible Beige 58

Entry 7615 Sea Serpent



Gar Door 7520 Dark Brown



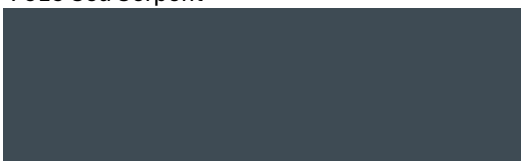
Fascia 7520 Dark Brown



Trim 7520 Dark Brown



Shutters 7615 Sea Serpent



Pipe Vent 6990 Caviar



Roof Tile Barrel_3636_Piedmont Blend



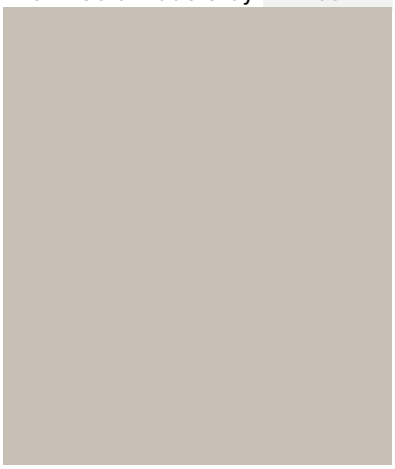
KHovnanian Homes

U - Spanish Modern

Color Scheme 2006

AZD Havenwood Manor

Body 7641 Colonnade Gray 53



Entry 6990 Caviar



Gar Door 6990 Caviar



Fascia 7048 Urbane Bronze



Trim 7048 Urbane Bronze



Shutters 6990 Caviar



Pipe Vent 6990 Caviar



Roof Tile Barrel_3697_Slate Range



KHovnanian Homes

W - Farmhouse

Color Scheme 3000

AZD Havenwood Manor

Body 7636 Origami White 76

Entry 6214 Underseas

Gar Door 7069 Iron Ore

Fascia 7069 Iron Ore

Trim 7636 Origami White

Siding **or 2nd_Body** 7636 Origami White 76

Shutters 7069 Iron Ore

Roof Tile Flat_4595_Dark Charcoal



KHovnanian Homes

W - Farmhouse

Color Scheme **3001**

AZD Havenwood Manor

Body 7014 Eider White 73

Siding or 2nd_Body 7669 Summit Gray 30

Entry 6258 Tricorn Black

Gar Door 6258 Tricorn Black

Fascia 6258 Tricorn Black

Trim 6258 Tricorn Black

Shutters 6258 Tricorn Black

Roof Tile Flat_4502_Arcadia Canyon Brown



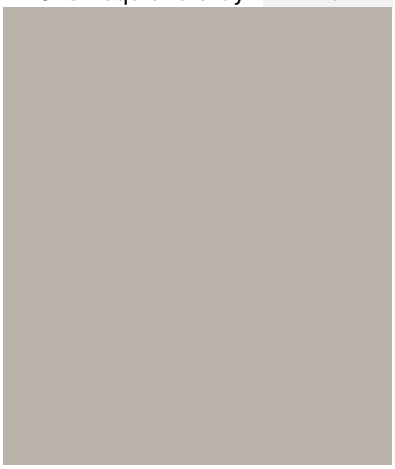
KHovnanian Homes

W - Farmhouse

Color Scheme 3003

AZD Havenwood Manor

Body 7023 Requisite Gray 45



Entry 6990 Caviar



Gar Door 7049 Nuance

Fascia 7049 Nuance

Trim 7049 Nuance

Siding or 2nd_Body 6228 Refuge 9



Shutters 6990 Caviar



Roof Tile Flat_5699_Charcoal Range



KHovnanian Homes

W - Farmhouse

Color Scheme 3004

AZD Havenwood Manor

Body 7650 Ellie Gray 40

Siding **or 2nd_Body** 8917 Shell White 83

Entry 7602 Indigo Batik

Gar Door 7069 Iron Ore

Fascia 8917 Shell White

Trim 8917 Shell White

Shutters 7602 Indigo Batik

Roof Tile Flat_5699_Charcoal Range



KHovnanian Homes

AZD Havenwood Manor

Y - Craftsman W/ Stone

Color Scheme 5110

Body 7541 Grecian Ivory 63

Siding or 2nd_Body 7044 Amazing Gray 47

Entry 7020 Black Fox

Gar Door 7047 Porpoise

Fascia 7047 Porpoise

Trim 7047 Porpoise

Shutters 7020 Black Fox

Veneer Eldorado Stone_Cliffstone_Montecito



Roof Tile Flat_5687_Brown Grey Range



KHovnanian Homes

AZD Havenwood Manor

Y - Craftsman W/ Stone

Color Scheme 5112

Body 7663 Monorail Silver 50

Siding **or 2nd_Body** 2740 Mineral Gray 9

Entry 6988 Bohemian Black

Gar Door 6988 Bohemian Black

Fascia 7070 Site White

Trim 7070 Site White

Shutters 6988 Bohemian Black

Veneer Eldorado Stone_Country Rubble_Polermo



Roof Tile Flat_5689_Brown Range



KHovnanian Homes

AZD Havenwood Manor

Y - Craftsman W/ Stone

Color Scheme 5113

Body 7023 Requisite Gray 45

Siding or 2nd_Body 6209 Ripe Olive 6

Entry 9130 Evergreen Fog

Gar Door 7069 Iron Ore

Fascia 7014 Eider White

Trim 7014 Eider White

Shutters 9130 Evergreen Fog

Veneer Eldorado Stone_Roughcut_Moonlight



Roof Tile Flat_5689_Brown Range



KHovnanian Homes

AZD Havenwood Manor

Y - Craftsman W/ Stone

Color Scheme 5120

Body 7064 Passive 60

Siding or 2nd_Body 7067 Cityscape 22

Entry 2739 Charcoal Blue

Gar Door 7064 Passive

Fascia 6259 Spatial White

Trim 6259 Spatial White

Shutters 2739 Charcoal Blue

Veneer Eldorado Stone_Cliffstone_Whitebark



Roof Tile Flat_5699_Charcoal Range



KHovnanian Homes

AZD Havenwood Manor

Z - Contemporary W/ Stone

Color Scheme 6110

Body 7042 Shoji White 74

Entry 6990 Caviar

Gar Door 6990 Caviar

Fascia 6990 Caviar

Trim 6990 Caviar

Siding or 2nd_Body 6004 Mink 21

Veneer Eldorado Stone_Ledgecut 33_Beach Pebble



Roof Tile Flat_5699_Charcoal Range



KHovnanian Homes

AZD Havenwood Manor

Z - Contemporary W/ Stone

Color Scheme 6111

Body 7029 Agreeable Gray 60

Entry 7749 Laurel Woods

Gar Door 7061 Night Owl

Fascia 7026 Griffin

Trim 7026 Griffin

Siding or 2nd_Body 7026 Griffin 13

Veneer Eldorado Stone_Ledgecut 33_Birch



Roof Tile Flat_4689_Brown Range



KHovnanian Homes

AZD Havenwood Manor

Z - Contemporary W/ Stone

Color Scheme 6112

Body 7641 Colonnade Gray 53

Entry 6988 Bohemian Black

Gar Door 7027 Hickory Smoke

Fascia 7027 Hickory Smoke

Trim 7566 Westhighland White

Siding or 2nd_Body 7566 Westhighland White 86

Veneer Eldorado Stone_Vantage 30_Stormcloud



Roof Tile Flat_4503_Sierra Madre



KHovnanian Homes

AZD Havenwood Manor

Z - Contemporary W/ Stone

Color Scheme 6113

Body 7506 Loggia 48



Entry 7645 Thunder Gray



Gar Door 6201 Thunderous



Fascia 7645 Thunder Gray



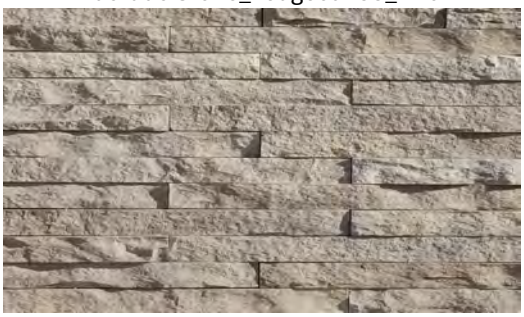
Trim 7645 Thunder Gray



Siding or 2nd_Body 7645 Thunder Gray 9



Veneer Eldorado Stone_Ledgecut 33_Birch

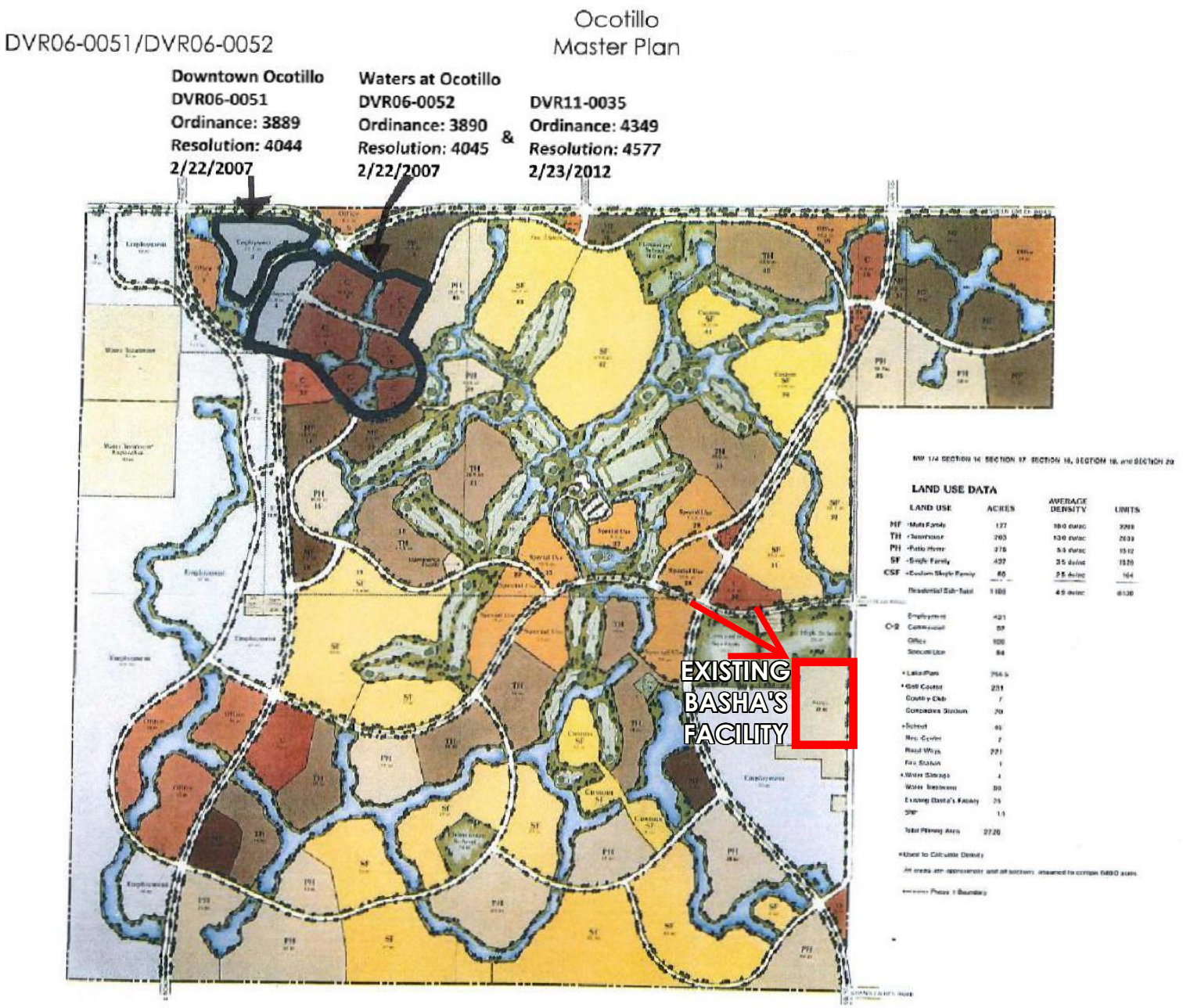


Roof Tile Flat_4595_Dark Charcoal



L:\25000143 - Basha & Ocotillo (K. Hoy)\06 PLANNING\02 CAD\03 SITE PLANS\RVi-0143-BASHA PLANNED AREA DEVELOPMENT.dwg

Existing Ocotillo Master Plan



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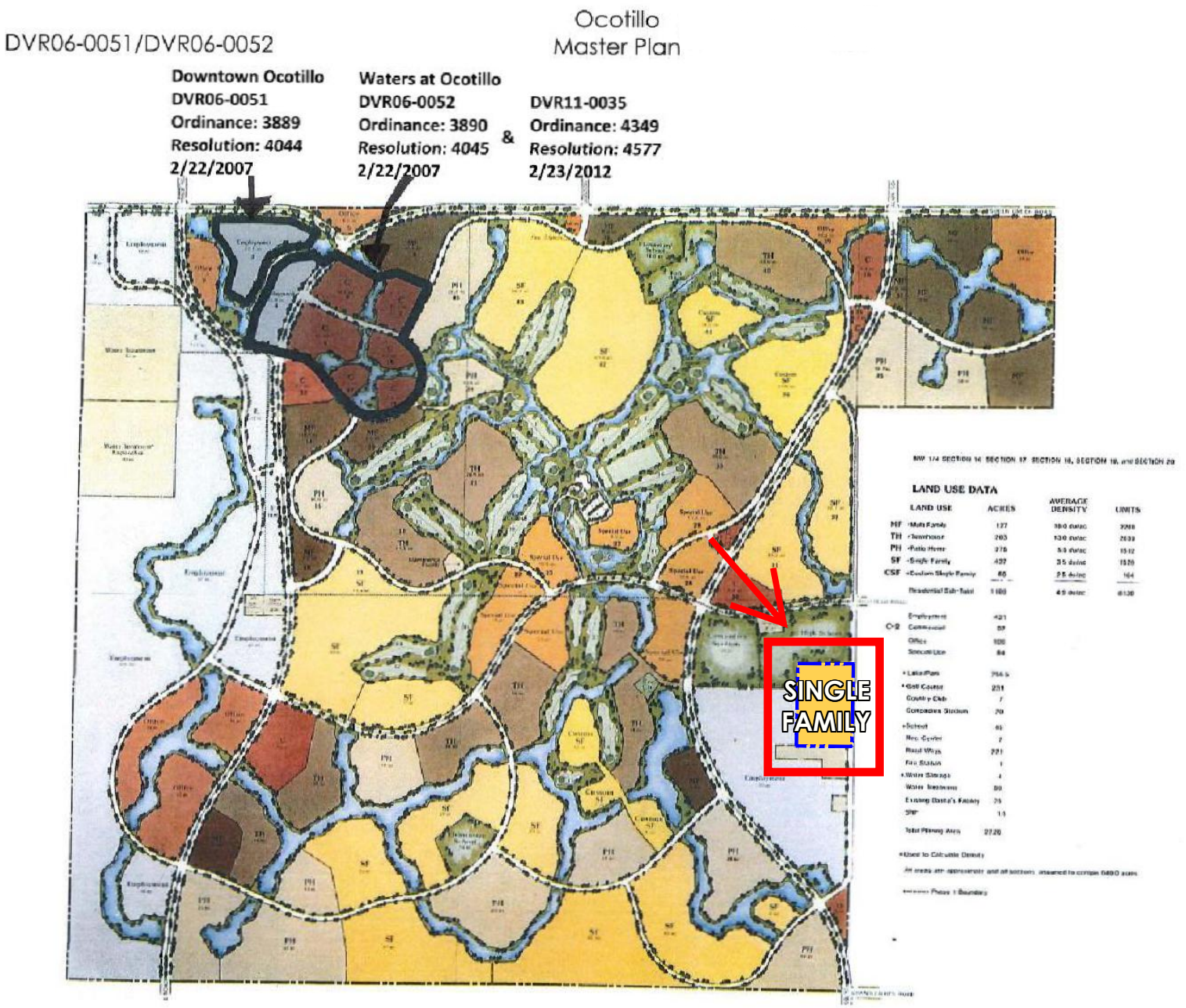
RVi
4900 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

EXHIBIT 2 • **EXISTING OCOTILLO MASTER PLAN**

CHANDLER, AZ
2025-05-20
25000143
K. HOVNANIAN

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

Proposed- Ocotillo Master Plan



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4900 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

EXHIBIT 3 • **PROPOSED OCOTILLO MASTER PLAN**

CHANDLER, AZ
2025-09-10
25000143
K. HOVNANIAN

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

L:\25000143 - Basha & Ocotillo (K. Hoy)\06 PLANNING\02 CAD\03 SITE PLANS\RVi-0143-BASHA PLANNED AREA DEVELOPMENT.dwg

Darsy Smith

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Wednesday, November 19, 2025 10:47 AM
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form

Follow Up Flag: Follow up
Flag Status: Flagged

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This message came from outside your organization.
Report Suspicious

Submitted on Wed, 11/19/2025 - 10:47 AM

Submitted by: Anonymous

Submitted values are:

Name
Christopher Chavkin

Address
654 W Bartlett
Chandler, Arizona. 85248

Agenda Item No.
PLH25-0016 PLH25-0017 PLT25-0006 Havenwood Manor

Support/Oppose
Support

Comments
I support the rezoning to SF housing on the Basha's lot. I think there is an opportunity to also have the developer contribute to an extension and upgrade to the east side of Sendigar park, potentially adding more facilities and improving fields on that side in addition to the work that will happen based on the recent bond approval.

Concerns Regarding Basha Ranch Development (PLH24-0027)

Dear Mayor Hartke,

I am reaching out to share early thoughts and concerns regarding an upcoming development proposal in the City of Chandler. From the outset, I want to note that I currently serve as an active member of the Planning and Zoning Commission, and I intend to fully recuse myself from voting on this matter in upcoming meetings. I want to take this opportunity to express my concerns as a neighbor that resides in close proximity to the proposed site, a concerned resident of Chandler, and a design professional in the development community.

I strongly oppose the current plan for development that the developer has approached the community with. The proposed Basha Ranch development (PLH24-0027) at 22402 S Basha Rd raises several issues that merit further discussion with the community and the city. This project proposes 114 dwelling units over approximately 19 acres (6 DU/AC), placing a high-density development adjacent to a historically low-density neighborhood. While growth and development are necessary for the city's future, it is critical that new projects respect the historical context, existing community character, and long-term vision for sustainable development.

From a community perspective, I believe this site warrants an entirely different proposal and land use—one that is more appropriate given its location and historical significance. However, if the current residential use is to move forward, I would request as a neighbor residing in close proximity to the site, that substantial modifications to the proposed site plan, density, and design should occur to address the concerns of existing residents.

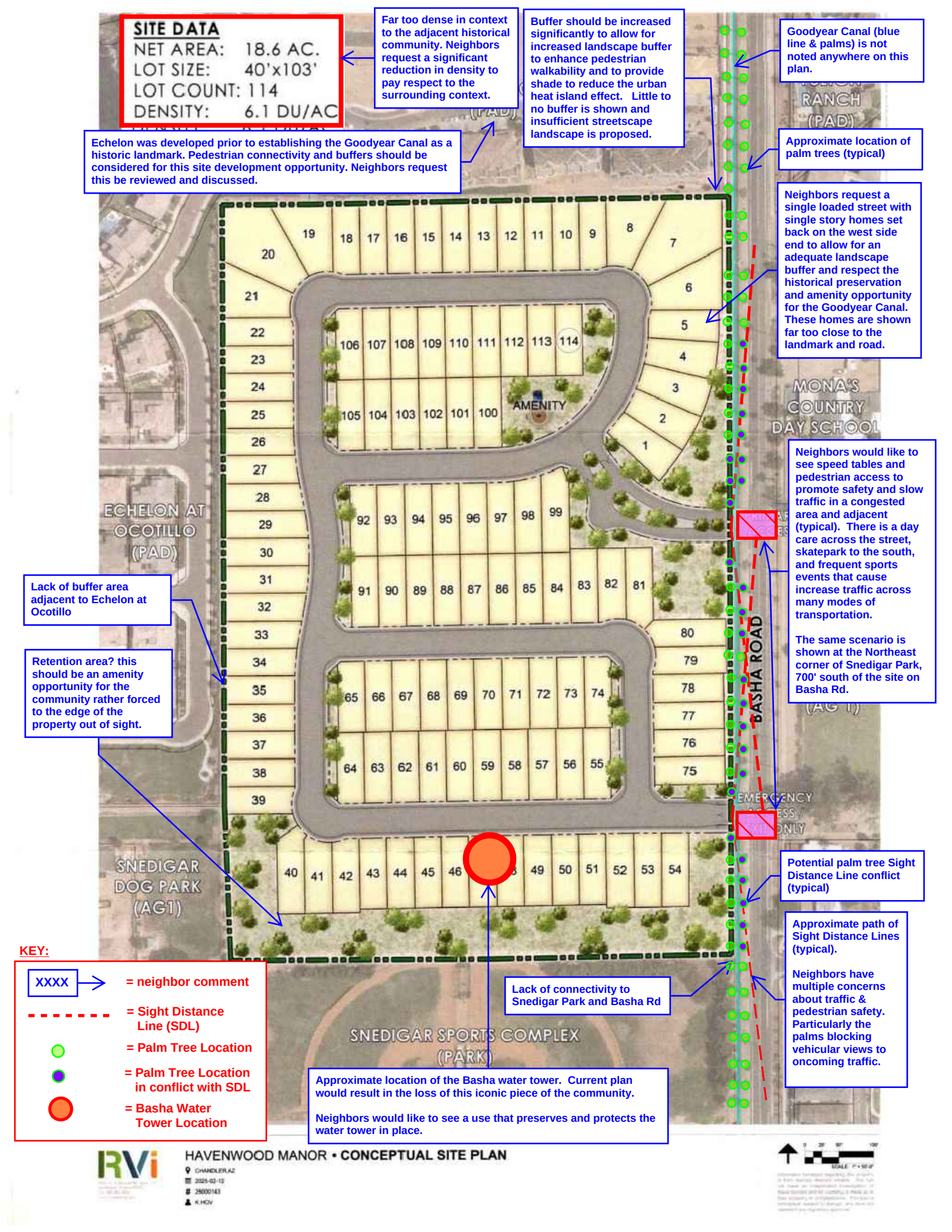
Key issues that require attention include:

- Reducing density that is more appropriate for the site's context.
- Site layout, shows two story homes abutting in close proximity to the Goodyear Canal & Bahsa Rd. Single story homes and homes located on the west end of a single loaded street, would be the a preferred and more appropriate site layout adjacent to the Goodyear Canal and Basha Rd.
- A more suitable transition between the new development and the surrounding area, ensuring that it aligns with the adjacent historic neighborhood and the Goodyear Canal's significance, while following Chandler's preservation and historic design guidelines, and providing an amenity opportunity for the pedestrians that frequent this area.
- Preserving the Basha Water Tower, a well-recognized landmark that the neighbors and community hopes will remain in place.
- Traffic and safety concerns along Basha Road, including increased traffic congestion during peak hours, sight visibility challenges, and pedestrian safety and access in this corridor.
- Enhanced setbacks, buffering, and landscaping to ensure better integration with the surrounding uses and maintaining Chandler's commitment to walkability, sustainability, and heat mitigation.

At this stage, my goal is to open a constructive dialogue to ensure that the concerns of neighbors and community members are fully heard, considered, and addressed. I look forward to seeing how this project evolves and hope that a significantly revised proposal will emerge—one that better aligns with the character, history, and long-term vision for this area for what could be an incredible opportunity for an amenity in the community. Thank you for your time and consideration.

Kind regards,

Ryan Schwarzer, PLA
Email: ryan@rsladesign.com
Phone: (951) 514-9018
Address: 4471 S Basha Rd, Chandler, AZ 85248


SITE DATA
NET AREA: 18.6 AC.
LOT SIZE: 40'x103'
LOT COUNT: 114
DENSITY: 6.1 DU/AC
Far too dense in context to the adjacent historical community. Neighbors request a significant reduction in density to pay respect to the surrounding context.
Buffer should be increased significantly to allow for increased landscape buffer to enhance pedestrian walkability and to provide shade to reduce the urban heat island effect. Little to no buffer is shown and insufficient streetscape landscape is proposed.
Goodyear Canal (blue line & palms) is not noted anywhere on this plan.
Echelon was developed prior to establishing the Goodyear Canal as a historic landmark. Pedestrian connectivity and buffers should be considered for this site development opportunity. Neighbors request this be reviewed and discussed.
Approximate location of palm trees (typical)
Neighbors request a single loaded street with single story homes set back on the west side end to allow for an adequate landscape buffer and respect the historical preservation and amenity opportunity for the Goodyear Canal. These homes are shown far too close to the landmark and road.
AMENITY
MONA'S COUNTRY DAY SCHOOL
ECHELON AT OCOTILLO (PAD)
Neighbors would like to see speed tables and pedestrian access to promote safety and slow traffic in a congested area and adjacent (typical). There is a day care across the street, skatepark to the south, and frequent sports events that cause increase traffic across many modes of transportation.
The same scenario is shown at the Northeast corner of Snedigar Park, 700' south of the site on Basha Rd.
Lack of buffer area adjacent to Echelon at Ocotillo
Retention area? this should be an amenity opportunity for the community rather forced to the edge of the property out of sight.
BASHA ROAD
SNEDIGAR DOG PARK (AG1)
Potential palm tree Sight Distance Line conflict (typical)
Approximate path of Sight Distance Lines (typical).
Neighbors have multiple concerns about traffic & pedestrian safety. Particularly the palms blocking vehicular views to oncoming traffic.
Lack of connectivity to Snedigar Park and Basha Rd
SNEDIGAR SPORTS COMPLEX (PARK)
Approximate location of the Basha water tower. Current plan would result in the loss of this iconic piece of the community.
Neighbors would like to see a use that preserves and protects the water tower in place.
KEY:
XXXX = neighbor comment
= Sight Distance Line (SDL)
= Palm Tree Location
= Palm Tree Location in conflict with SDL
= Basha Water Tower Location
RVi
HAVENWOOD MANOR • CONCEPTUAL SITE PLAN
CHANDLER,AZ
2025-02-12
29000143
K.HOV

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Friday, November 14, 2025 6:45 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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This message came from outside your organization.

Report Suspicious

Submitted on Fri, 11/14/2025 - 06:44 PM

Submitted by: Anonymous

Submitted values are:

Name
Angie Lockard

Address
330 w new dawn dr
Chandler, Arizona. 85248

Agenda Item No.
PLH25-0016

Support/Oppose
Oppose

Comments
Havenwood maner is a concern to me for two reasons... 1. water 2. traffic is a big problem on Ocotillo Rd at Fulton Ranch Blvd. the city won't put a turn arrow there and too often only one car is able to make a left turn just as the light turns red. Adding more homes will add more cars and there will be more accidents at that intersection when people are trying to make the left turn (from any direction).

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-032

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Leah Powell, Deputy City Manager Kevin Mayo, Acting Development Services Director
From:	Mikayela Liburd, City Planner
Subject:	PLH25-0027 Morning Glory Brunchery
Request:	Entertainment Use Permit approval to allow for outdoor speakers in an outdoor patio
Location:	70 E Riggs Road, Suite #1, generally located at the northeast corner of Arizona Avenue and Riggs Road
Applicant:	Robert Leavitt, Arizona Liquor Industry Consultants

---

Proposed Motion:

Move City Council approve Entertainment Use Permit, PLH25-0027 Morning Glory Brunchery, to allow for outdoor speakers within an outdoor patio, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Subject site is zoned Planned Area Development for Neighborhood Commercial and was zoned with the surrounding single-family development under the same case DVR17-0007 Arizona Ave & Riggs Rd. The neighborhood commercial portion of the site was developed to support the surrounding residential subdivision
- Subject site is located within in-line shops and will utilize the breezeway between buildings as patio area
- Zoning Code requires Entertainment Use Permit approval for establishments with external speakers within six hundred (600) feet or less of a residentially zoned property. This is measured from the closest exterior wall of fence of any indoor or outdoor space occupied by the subject property
- The outdoor patio is located approximately 25ft from the adjacent homeowner's association common open space and approximately 92 feet

from the nearest residential backyard
- Due to the proximity to a residentially zoned area and the restaurant's desire to have outdoor speakers, an Entertainment Use Permit is required

Surrounding Land Use Data:

North	Single-Family Residential	South	Riggs Road, then commercial (County jurisdiction)
East	Single-Family Residential	West	Arizona Avenue, then (County jurisdiction)

Proposed Development:

Hours of Operation	Monday-Sunday: 6:00 a.m. - 9:00 p.m.
Hour of Outdoor Speaker Operation	Monday-Sunday: 9:00 a.m.- 9:00 p.m.
Building Square Footage	3,000 SF (Includes patio)
Patio Square Footage	500 SF
Staff	7 (Full-time) 4 (Part-time)

Review and Recommendation:

Morning Glory Brunchery proposes to provide patrons with ambient background type pre-recorded music through four (4) directional speakers. The speakers will be directed inward to the patio to minimize sound affecting neighboring tenants and residents. There will be no live entertainment component to this establishment.

An Entertainment Use Permit is required for properties with external speakers located within six hundred (600) feet or less from a residentially zoned property. This distance is measured from the closest exterior wall or fence of any indoor or outdoor space occupied by the subject establishment to the closest property line of the residentially zoned property. The outdoor patio is located approximately 25 feet from the adjacent homeowner association's common open space and approximately 92 feet from the nearest residential backyard.

Planning staff has reviewed the request and finds consistency with the General Plan and recommends approval with a time condition of one (1) year to evaluate the compatibility of the entertainment with the nearby residential and commercial developments.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code
- A neighborhood meeting was held on September 22, 2025. No one attended other than city staff and the applicant
- As of the writing of this memo,13 residents have reached out to Planning staff in opposition, with concerns about amplified music

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting November 19, 2025
Motion to Approve

In Favor: 6 Opposed: 0

At the Planning and Zoning study session, the Chairman expressed concerns about the early hours of outdoor speaker operation, the use of the speakers and the volume levels due to the proximity of single-family residential. Stipulations 4 and 5 were amended to limit the earliest start time to 9:00 a.m. daily and the volume levels to 65 decibels at the nearest residential property line. Stipulation 8 was added to limit the use of the outdoor speaks to ambient music.

Recommended Conditions of Approval

1. Substantial expansion or modification beyond the approved exhibits (Floor Plan and Narrative) shall void the Entertainment Use Permit and require a new Entertainment Use Permit application and approval.

2. The Entertainment Use Permit is non-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. The hours of speaker operation within the outdoor patio are limited to the following days and times:

Hours of Outdoor Speaker Operation	Monday-Sunday: 9:00a.m.- 9:00 p.m.

5. The volume level on all outdoor speakers shall not exceed 65 decibels at the nearest residential property line.

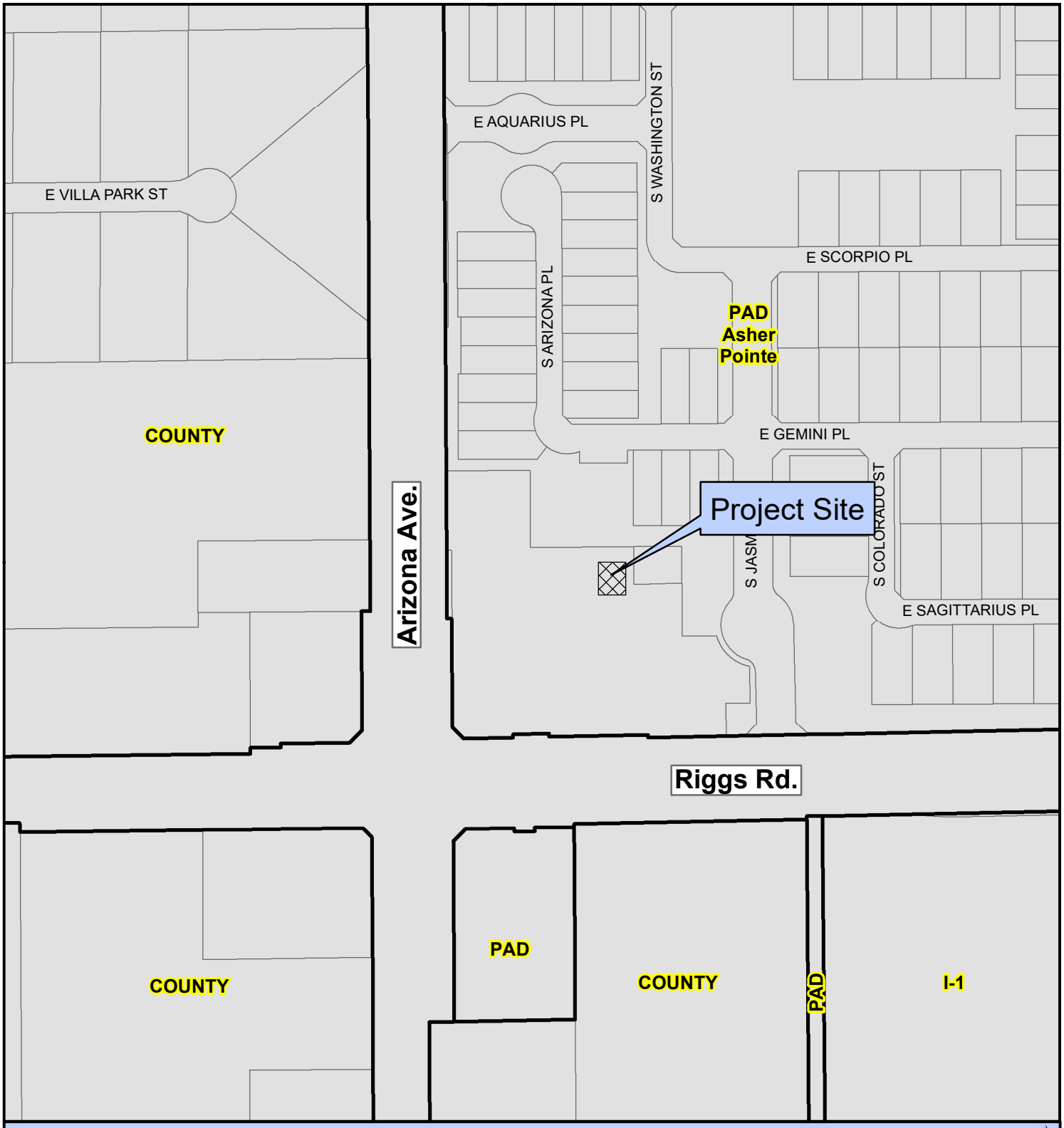
6. The establishment shall provide a contact phone number for a responsible person (i.e restaurant owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

7. The Entertainment Use Permit shall remain in effect for one (1) year from the date of City Council approval. Continuation of the Entertainment Use Permit beyond the expiration date shall require reapplication and approval by the City of Chandler.

8. Outdoor speakers shall be used for ambient music only.

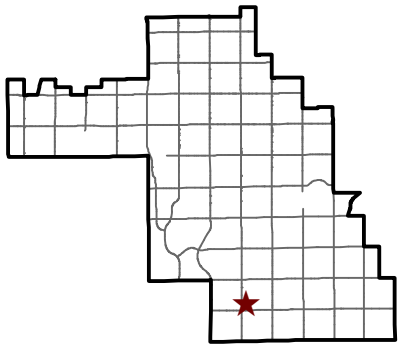
Attachments

PLH25-0027 Vicinity Maps
PLH25-0027 Narrative
PLH25-0027 Floor Plan
PLH25-0027 Letters of Opposition



PLH25-0027 Morning Glory Brunchery

Proposed Project Details
70 E. Riggs Rd.
Request Entertainment Use Permit approval to allow speakers on outdoor patio



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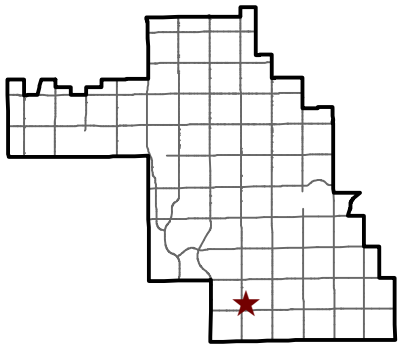
PLH25-0027 Morning Glory Brunchery

Proposed Project Details
70 E. Riggs Rd.
Request Entertainment Use Permit approval to allow speakers on outdoor patio



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chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

P.O. Box 2502
Chandler, Arizona 85244
(480) 730-2675 Phone (480) 730-2676 Fax



ARIZONA LIQUOR
INDUSTRY CONSULTANTS

September 24, 2025

City of Chandler
Planning & Development Services
175 S Arizona Avenue
Chandler, Arizona 85225

Re: PLA25-0027 Morning Glory Brunchery

To whom it may concern:

Our firm, Arizona Liquor Industry Consultants, represents our client Morning Glory Restaurant 3, LLC in the application of a City of Chandler Entertainment Use Permit ("EUP"). The applicant's business is located at 760 South Riggs Rd, Suite #1, Chandler, Arizona 85249. The applicant seeks to operate a sit-down brunch type restaurant with an attached outdoor patio serving food items and alcoholic beverages. An Arizona Department of Liquor Licenses & Control Series 12 liquor license.

The business will be open daily from 6:30 AM until 9:00 PM. They expect to employ seven (7) full-time people and four (4) people with various job functions. The premises have a seating capacity of one hundred ten (110) people, with eighty-eight (88) people designated for the indoor dining area and twenty-two (22) people designated for the attached outdoor patio.
Eusebia A. De Reyes <dreyeseusebia@gmail.com>

The premises total three thousand (3,000) square feet, with the interior portion measuring two thousand five hundred (2,500) square feet and the attached outdoor patio measures five hundred (500) square feet. The interior lighting will be recessed can-type LED lighting, and the front exterior lighting will be provided by the property owner/Lessor. The attached outdoor patio will be illuminated with low-voltage, string-type lighting with domes over each light source to provide protection from weather.

The applicant expects to install four (4) wired low-voltage directional speakers for the purpose of providing background-type pre-recorded music to patrons. The speakers will be directed inward to the patio to minimize any ambient sound affecting neighboring tenants. The location of the speakers will be equidistantly spaced to be centered along each of the four (4) boundaries of the patio. Ingress and egress to/from the outdoor patio will be controlled through the exit/entry door connecting the interior dining area to the outdoor patio.

Access to the patio will be controlled via an entry/exit door connecting the patio to the interior dining area. The outdoor patio will have three (3) barriers constructed to comply with ARS Title IV for the purpose of controlling access to the patio and enforcement of same. Employees will be trained to be monitor patrons on the patio for the purpose of complying with the Arizona Liquor Law.

The business has shared parking directly in front of the business and is shared with the other businesses in the Center. The maintenance of the parking area is the responsibility of the property owner/Lessor.

As of the date of this narrative, there are no planned site improvements related to the EUP application, nor have there been any plans to make site improvements such as building expansion, landscaping or modifications to the building architecture.

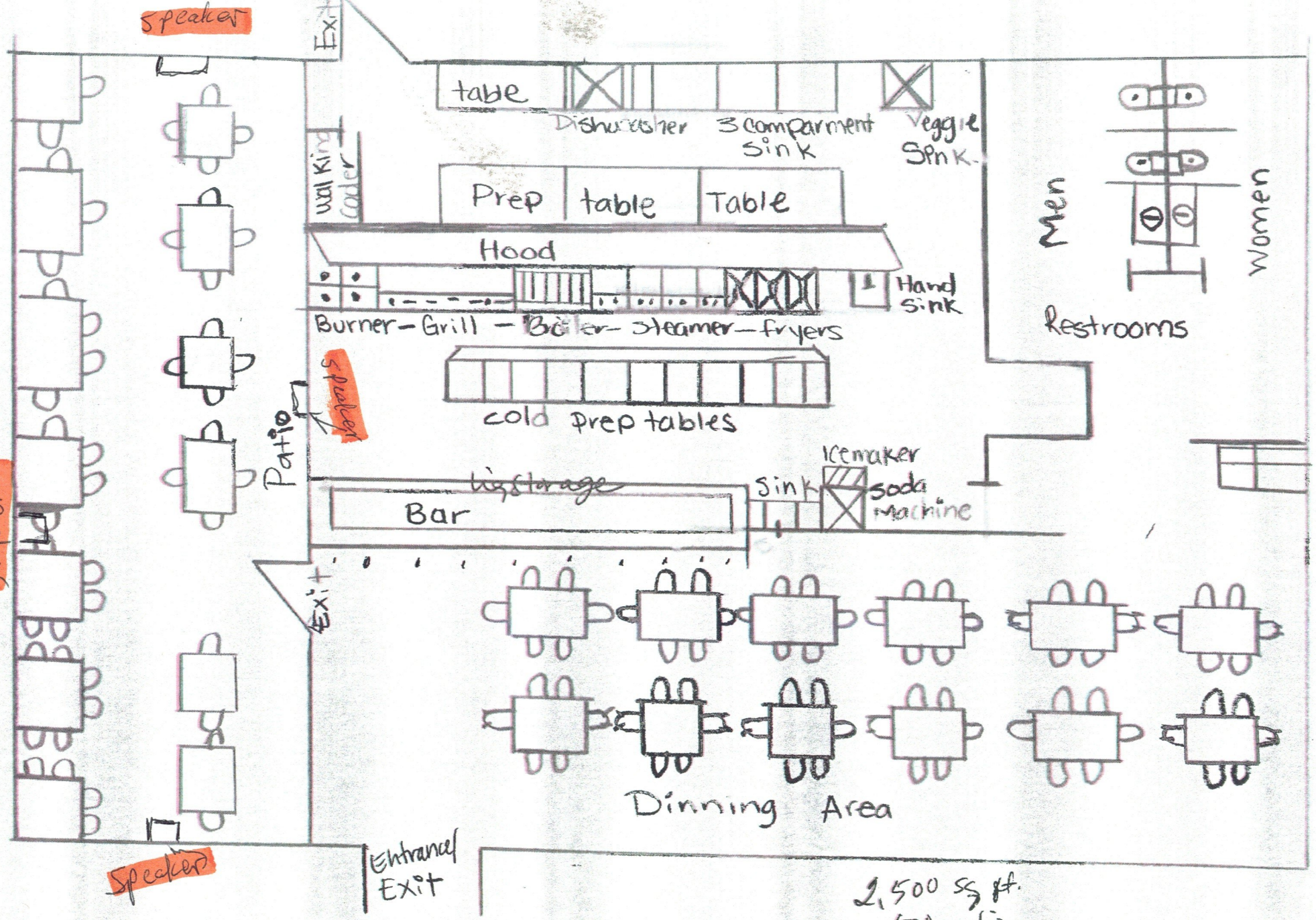
The ownership contact for patrons in the event of a disturbance and/or to address any concerns is:

Ms. Eusebia A. De Reyes
1538 South Geromono Road
Apache Junction, Arizona 85119
Telephone: 480-708-6389
Email: dreyeseusebia@gmail.com

The approval of this “EUP”” applied for herein will not cause any significant increase in pedestrian or vehicular traffic. The general and surrounding area contains various stores and restaurants. The approval of this “EUP” will not cause any additional nuisances such as odors, gas, vibration, smoke, heat, or glare.

Respectfully submitted,

Robert W. Leavitt, on behalf of Morning Glory Restaurant 3 LLC dba Morning Glory Restaurant



2,500 sq ft.
500 patio
3000 sq ft.

I am a nearby resident living within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E Riggs Road.

I would like to express my opposition to approving outdoor speakers for this location. The property is very close to residential homes, and amplified outdoor sound would negatively affect the peace and quiet of our neighborhood. I am concerned that music or announcements could be disruptive, especially during early morning or evening hours.

I respectfully request that the Planning and Zoning Commission and City Council deny this permit to preserve the residential character and quiet environment of our community.

Thank you for considering my input.

Sincerely,

Vinit kumar

116 E Gemini Pl Chandler AZ 85249

Mobile- 408-480-3725

Mikayela Liburd

From: Abhishek Srivastava <meetabhishekaran@gmail.com>
Sent: Thursday, November 13, 2025 10:47 PM
To: Mikayela Liburd
Subject: Subject: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Dear Ms. Liburd,

I am a nearby resident living within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E Riggs Road.

I would like to express my opposition to approving outdoor speakers for this location. The property is very close to residential homes, and amplified outdoor sound would negatively affect the peace and quiet of our neighborhood. I am concerned that music or announcements could be disruptive, especially during early morning or evening hours.

I respectfully request that the Planning and Zoning Commission and City Council deny this permit to preserve the residential character and quiet environment of our community.

Thank you for considering my input.

Sincerely,
Abhishek Srivastava,
5883 S Arizona Pl , Chandler- 85249

Mikayela Liburd

From: Aditya Pande <adityapande2006@gmail.com>
Sent: Friday, November 14, 2025 1:46 PM
To: Mikayela Liburd
Subject: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

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Report Suspicious

Dear Ms. Liburd,

I am a nearby resident living within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E Riggs Road.

I would like to express my opposition to approving outdoor speakers for this location. The property is very close to residential homes, and acoustic background-type music would negatively affect the peace and quiet of our neighborhood. I am concerned that music or announcements could be disruptive, especially during early morning or evening hours.

Additionally, the outdoor patio arrangement with music would definitely encourage patrons to smoke specifically in this area. I am equally concerned about this since my 2 young kids spend a lot of their time playing in our backyard.

I respectfully request that the Planning and Zoning Commission and City Council deny this permit to preserve the residential character and quiet environment of our beautiful community.

Thank you for considering my input.

Sincerely,
Aditya Pande
117 E Gemini Pl Chandler 85249 | Asher Pointe

Mikayela Liburd

From: Hari Krishnan <hari.eserve@gmail.com>
Sent: Friday, November 14, 2025 8:08 AM
To: Mikayela Liburd
Subject: Objection to PLH25-0027

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Dear Ms. Liburd,

I am writing to submit my objection to the Entertainment Use Permit request (PLH25-0027) for outdoor speakers at 70 E Riggs Road. As a nearby resident, I am concerned about the potential increase in noise levels, particularly during early mornings and weekends, which may negatively affect the peace and quiet of our neighborhood.

I respectfully request that the City consider either denying this permit or imposing strict limits on volume, hours of use, and enforcement measures to protect surrounding homes.

Thank you for considering my concerns.

Thanks/ Hari
Sent from my iPhone

Mikayela Liburd

From: Sajeevan Malkayigari <sajeevan.kumar@gmail.com>
Sent: Thursday, November 13, 2025 6:36 PM
To: Mikayela Liburd
Subject: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

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Report Suspicious

Dear Ms. Liburd,

I am a nearby resident within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E Riggs Road.

I am writing to express my opposition to allowing outdoor speakers at this site. The property is located very close to residential homes, and amplified sound outdoors would disrupt the peace and quiet of our neighborhood. I am concerned that music or announcements could become intrusive, particularly during early morning or evening hours.

I respectfully ask that the Planning and Zoning Commission and City Council deny this permit in order to maintain the residential character and quiet environment of our community.

Thank you for your consideration!

Sincerely,

Sajeevan Malkayigari

5873 S Arizona Place

Chandler, AZ 85249

Mikayela Liburd

From: Sandeep Athale <sandeepathale@outlook.com>
Sent: Tuesday, November 18, 2025 7:39 PM
To: Mikayela Liburd
Subject: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

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Report Suspicious

Dear Ms. Liburd,

I am a nearby resident within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E. Riggs Road.

I am writing to express my opposition to allowing outdoor speakers at this location. The property is located very close to my residential homes, and outdoor speakers would negatively impact the peace and quiet of our neighborhood. Music or announcements broadcast outdoors could be disruptive to our community.

I respectfully request that the Planning and Zoning Commission and City Council deny this permit in order to protect the residential character and quiet environment of our community.

Thank you for your consideration.

Regards
Sandeep Athale
5872, S Arizona Place
Chandler, Arizona

Mikayela Liburd

From: shiva mandalapu <houseshivapx@gmail.com>
Sent: Tuesday, November 18, 2025 4:45 PM
To: Mikayela Liburd
Subject: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

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Report Suspicious

Dear Ms. Liburd,

I am an owner of residence living within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E Riggs Road.

I would like to express my opposition to approving outdoor speakers for this location. The property is very close to residential homes, and amplified outdoor sound would negatively affect the peace and quiet of our neighborhood. I am concerned that music or announcements could be disruptive, especially during early morning or evening hours.

I respectfully request that the Planning and Zoning Commission and City Council deny this permit to preserve the residential character and quiet environment of our community.

Thank you for considering my input.

Sincerely,
Shiva Mandalapu
107 E Gemini Place Asherpoint Community
Chandler

Mikayela Liburd

From: subash Lakkimsetti <lsubash@gmail.com>
Sent: Friday, November 14, 2025 8:15 AM
To: Mikayela Liburd
Subject: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

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Report Suspicious

Hi Liburd,

This is regarding notice sent for Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E Riggs Road. I am a nearby resident living within the address.

I would like to express my opposition to approving outdoor speakers for this location. The property is very close to residential homes, and outdoor sound would negatively affect the peace and quiet of our neighborhood. I am concerned that music or announcements could be disruptive, especially during early morning or evening hours.

I respectfully request that the Planning and Zoning Commission and City Council deny this permit to preserve the residential character and quiet environment of our community.

Thank you for considering my input.

Thank you,
Subash Lakkimsetti
5923 S Arizona Pl Chandler 85249

Mikayela Liburd

From: Vijay Kumar Rani <rvkumar@gmail.com>
Sent: Friday, November 14, 2025 7:40 AM
To: Mikayela Liburd
Subject: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

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Report Suspicious

Dear Ms. Liburd,

I am a resident living within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E. Riggs Road.

I am writing to oppose the request for outdoor speakers. The property is very close to residential homes, and amplified sound would disrupt the quiet environment our neighborhood depends on. Outdoor music or announcements—especially during early mornings or evenings—would negatively affect residents' quality of life.

I respectfully ask that the Planning and Zoning Commission and City Council deny this request to help preserve the residential character of our community.

Thank you for your consideration.

Sincerely,
Vijaya Kumar Rani.

5853 S Arizona Pl, Chandler, AZ 85248 (Community Name: Asher-Pointe)

678-643-6527

Mikayela Liburd

From: Mikayela Liburd
Sent: Wednesday, November 12, 2025 2:02 PM
To: 'Vinit Kumar'
Subject: RE: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

Hi Vinit, thank you for the prompt response. This has been noted and also added to the case file.

Thank you,

Mikayela Liburd
City Planner
Development Services Department|Planning Division
Mikayela.liburd@chandleraz.gov
(480)782-3052

From: Vinit Kumar <vinit4selenium@gmail.com>
Sent: Wednesday, November 12, 2025 1:56 PM
To: Mikayela Liburd <Mikayela.Liburd@chandleraz.gov>
Subject: Re: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

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Dear Ms. Liburd,

Thank you for clarifying that the applicant is requesting acoustic background music rather than amplified outdoor sound.

While I appreciate that distinction, I remain opposed to allowing any outdoor music at this location. The property is very close to homes, and even light acoustic music can travel and disrupt the quiet residential setting. I strongly believe that preserving the peace of the neighborhood should take priority.

Thank you for taking this concern into consideration as part of the review process.

This is my Address: **116 E Gemini Pl, Chandler, AZ 85249**

Sincerely,
Vinit Kumar
116 E Gemini Pl
Chandler, AZ 85249
Mobile: 408-480-3725

On Wed, Nov 12, 2025 at 1:50 PM Mikayela Liburd <Mikayela.Liburd@chandleraz.gov> wrote:

> Hi Vinit,
>
> Following up on my last email. Would you mind sharing your address so that I may attach it to your email and the case file?
>
> Thank you,
>
> **Mikayela Liburd**
>
> City Planner
>
> Development Services Department|Planning Division
>
> Mikayela.liburd@chandleraz.gov
>
> (480)782-3052

Mikayela.liburd@chandleraz.gov

(480)782-3052

From: Vinit Kumar <vinit4selenium@gmail.com>
Sent: Wednesday, November 12, 2025 12:19 PM
To: Mikayela Liburd <Mikayela.Liburd@chandleraz.gov>
Subject: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

This Message Is From an Untrusted Sender
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Report Suspicious

Dear Ms. Liburd,

I am a nearby resident living within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E Riggs Road.

I would like to express my opposition to approving outdoor speakers for this location. The property is very close to residential homes, and amplified outdoor sound would negatively affect the peace and quiet of our neighborhood. I am concerned that music or announcements could be disruptive, especially during early morning or evening hours.

I respectfully request that the Planning and Zoning Commission and City Council deny this permit to preserve the residential character and quiet environment of our community.

Thank you for considering my input.

Sincerely,

Vinit kumar

116 E Gemini Pl Chandler AZ 85249

Mobile- 408-480-3725

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Mikayela Liburd

From: Lokeswara Nallaani <nallaani999@gmail.com>
Sent: Thursday, November 13, 2025 6:22 PM
To: Mikayela Liburd
Subject: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

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Report Suspicious

Dear Ms. Liburd,

I am a nearby resident living within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E Riggs Road.

I would like to express my opposition to approving outdoor speakers for this location. The property is very close to residential homes, and amplified outdoor sound would negatively affect the peace and quiet of our neighborhood. I am concerned that music or announcements could be disruptive, especially during early morning or evening hours.

I respectfully request that the Planning and Zoning Commission and City Council deny this permit to preserve the residential character and quiet environment of our community.

Thank you for considering my input.

Sincerely,
Lokeswara Nallani
5903 S Arizona Pl, Chandler, AZ 85248
6143233376

Mikayela Liburd

From: Nikhil Rukmabhatla <nikhilr255@gmail.com>
Sent: Thursday, November 13, 2025 6:27 PM
To: Mikayela Liburd
Subject: Opposition to PLH25-0027 – Morning Glory Brunchery

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Report Suspicious

Dear Ms. Liburd,

I am a nearby resident within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E Riggs Road.

I am writing to express my opposition to allowing outdoor speakers at this location. The property is in close proximity to residential homes, and any amplified outdoor sound would disturb the peace and quiet of our neighborhood. I am particularly concerned that music or announcements could create disruptions during early mornings or evenings.

I respectfully ask that the Planning and Zoning Commission and City Council deny this permit in order to maintain the residential character and quiet environment of our community.

Thank you for your time and consideration.

Sincerely,
Nikhil Rukmabhatla
Asher Pointe,
5882 S Arizona Pl, Chandler, AZ 85249

Mikayela Liburd

From: rajavardhan R Maddirala <maddirala.r@gmail.com>
Sent: Wednesday, November 12, 2025 4:35 PM
To: Mikayela Liburd
Subject: Opposition to Entertainment Use Permit (PLH25-0027) – Morning Glory Brunchery

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Report Suspicious

Dear Ms. Liburd,
I am a nearby resident living within the notification area for the proposed Entertainment Use Permit (PLH25-0027) for Morning Glory Brunchery at 70 E Riggs Road.I would like to express my opposition to approving outdoor speakers for this location. The property is right back of my home and it is very close to residential homes, and amplified outdoor sound would negatively affect the peace and quiet of our neighborhood. I am concerned that music or announcements could be disruptive, especially during early morning or evening hours.I respectfully request that the Planning and Zoning Commission and City Council deny this permit to preserve the residential character and quiet environment of our community.Thank you for considering my input.

Sincerely,
Raj Maddirala,
127 E Gemini Pl, Chandler, AZ 85249.

I am a resident located at 189 E Sagittarius Pl, which is within ¼ mile of 70 E. Riggs Rd. I am writing to express my opposition to the Entertainment Use Permit PLH25-0027 for Morning Glory Brunchery, specifically regarding the proposed allowance of outdoor amplified speakers.

Our neighborhood is quiet, and amplified sound would carry into homes and yards — Please deny PLH25-0027 to preserve the residential character and quiet enjoyment of the area.

Thank you.
Sincerely,

Vamshi

Your q
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or Mik
found
Si des
sobre

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-033

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
From: Mikayela Liburd, City Planner
Subject: PLH25-0030 Maple House
Request: Entertainment Use Permit time extension to continue to allow live outdoor entertainment and speakers indoors and outdoors, subject to the conditions as recommended by Planning staff.
Location: 198 W Boston Street, generally located 1/4 mile south of the southwest corner of Arizona Avenue and Chandler Boulevard
Applicant: Jared Repinski, AATF

Proposed Motion:

Move City Council approve Entertainment Use Permit, PLH25-0030 Maple House, time extension to continue to allow live outdoor entertainment and speakers indoors and outdoors, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- The subject site is zoned City Center District (CCD)
- The initial Entertainment Use Permit was approved in January 2023 with a time condition of two (2) years
- Zoning code requires Entertainment Use Permit approval for live outdoor entertainment and external speakers within 1,320 feet of the nearest residentially zoned property. This is measured from the closest exterior wall or fence of any indoor or outdoor space occupied by the subject establishment to the closest property line of a residentially zoned property
- The nearest residentially zoned property is approximately 70ft. east of the establishment

Surrounding Land Use Data:

North	Vacant lot zoned CCD	South	Boston Street, then parking lot
East	Office (DCCP)	West	California Street, then multi-family

Proposed Development:

Hours of Operation	Sunday-Thursday: 7:00 a.m - 9:00 p.m. Friday and Sunday: 7:00 a.m.- 12:00 a.m.
Hours of Live Entertainment	Sunday-Thursday: 4:00 p.m.- 9:00.p.m.
Hours of Speaker Operation	Same as hours of operation
Building Square Footage	1,103 SF
Staff	14 Employees

Review and Recommendation:

Maple House offers live acoustic bands outdoors on their patio on weekends and select weekdays during the evening hours. The surround sound system utilizes speakers indoors and outdoors in the patio area. The site is located within the Downtown Entertainment District, which encourages compatible entertainment uses within its boundaries. An Entertainment Use Permit (EUP) is required for outdoor entertainment activities provided at establishments within 1,320 feet of a residentially zoned property. The nearest residentially zoned property, DC Heights, is approximately 70 feet west of Maple House.

The applicant's proposal to end all entertainment by 9 p.m on weekdays and 11 p.m on Fridays and Saturdays is consistent with times found elsewhere in the Downtown area.

The initial Entertainment Use Permit approval included a two (2) year time condition to evaluate the compatibility of live outdoor entertainment and indoor and outdoor speakers with the surrounding residential business developments. During this time, there have been no reports of disturbances.

Planning staff has reviewed the request and finds the proposal to be consistent with the General Plan, DRAP and CCD zoning and recommends approval with no additional time conditions.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on November 10, 2025. Three (3) residents attended the meeting in support of the proposal.
- 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 19, 2025
Motion to Approve

In Favor: 6 Opposed: 0

Recommended Conditions of Approval

1. Substantial expansion or modification beyond the approved exhibits (Site Plan and Narrative) shall void the Entertainment Use Permit and require a new Entertainment Use Permit and approval.

2. The Entertainment Use Permit is non-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. All live entertainment shall be acoustic.

5. The hours of live entertainment shall be limited to the following days and hours:

Hours of Live Entertainment	Sunday-Thursday: 4:00 p.m.- 9:00 p.m. Friday and Saturday: 4:00 p.m.-11:00 p.m.
Hours of Speaker Operation	Sunday-Thursday: 7:00 a.m.- 9:00 p.m. Friday and Saturday: 7:00 a.m.-12:00 a.m.

6. No noise shall be emitted from external speakers in such a manner that exceeds the general level of noise emitted by uses outside the premises of the business and disturbs the adjacent business and residential areas.

7. The establishment shall provide a contact phone number for a responsible person (i.e owner and/or manager) to any interested neighbors and propery owners to resolve noise complaints quickly and directly.

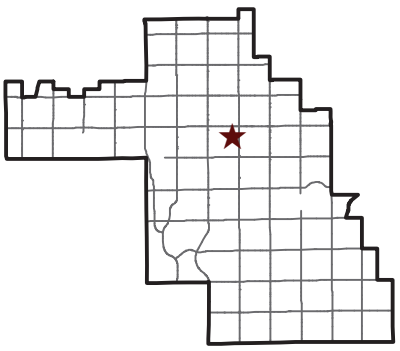
Attachments

PLH25-0030 Vicinity Maps
PLH25-0030 Narrative
PLH25-0030 Floor Plan



PLH25-0030 Maple House

Proposed Project Details
198 W. Boston St.
Request Entertainment Use Permit time extension to continue to allow live outdoor entertainment and speakers indoors and outdoors



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

MAPLE HOUSE NARRATIVE

Maple House is located at 198 West Boston St, as. Chandler, AZ 85225, Parcel #303-08-072.

We have live acoustic bands outdoors on our patios on weekends and select weekdays during the evening hours. Additionally, The Maple House has a standard sound system - the sound system will be utilizing speakers indoors and outdoors on the patios.

The Maple House brand is a historic conservation initiative that not only protects the Historic Heritage but highlights its landmarks from its name "Maple House" through its architecture and service to the community

The Maple House is a total of 6,250 square feet for the entire premises and within that premises, remains approximately 28 seats inside and approximately 75 seats outside. There are two entrances/exits: the main entrance/exit on the south side and a drive-through gate on the west side.

IDENTITY

As part of the Downtown Chandler Historic District Maple House will be focused on upscale coffee all day as well as beer and wine. We will offer some small food items to snack on while relaxing in the cottage or the outside patios.

Hours of Operation & Entertainment:

Our hours of operation will remain:
Sunday thru Thursday – 7:00am – 9:00pm
Friday & Saturday – 7:00am – 12:00am

Our hours of entertainment will remain:
Sunday thru Thursday – 4:00 pm to 9:00 pm
Friday & Saturday – 4:00 pm to 11:00 pm

Number of Employees:
General Manager -1
Manager - 1
Baristas/Bartenders – 10
Barbacks – 2
Total – 14 employees

Smoking will not be tolerated inside our establishment. These are the rules and regulations Maple House will follow:

- Remove all indoor ashtrays and smoking receptacles.
- Move all outdoor ashtrays and smoking receptacles at least 20 feet away from entrances.
- Post "No Smoking" signs at every entrance.
- Inform your employees about the Law.
- Prohibit employees, vendors, and customers from smoking within 20 feet if all entrances and inside.

The Maple House will continue to be respectful to our neighbors and the community. We will always keep our ambient noise as low as possible and always pay our due diligence to the city's rules and regulations and therefore we will not cause any odor, dust, gas, noise, vibration, smoke, heat, glare, etc. exceeding that of ambient conditions to our surrounding area as well as to our community. If any residents are disturbed, we encourage them to contact Gavin Jacobs at 480-247-8727.

MAPLE HOUSE - 198 W Boston St., Chandler AZ 85225

(SITE PLAN)



CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-031

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Leah Powell, Deputy City Manager Kevin Mayo, Acting Development Services Director
From:	Mikayela Liburd, City Planner
Subject:	PLH25-0021 J Alexander's Restaurant
Request:	Entertainment Use Permit approval to allow for speakers in an outdoor patio area
Location:	7111 W Ray Road, generally located at the southwest corner of Ray Road and 56th Street
Applicant:	Heather Roberts, P.E., Kimley Horn

Proposed Motion:

Move City Council approve Entertainment Use Permit, PLH25-0021 J Alexander's Restaurant, to allow for outdoor speakers for ambient background music within an outdoor patio area, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Subject site zoned Planned Area Development (PAD) for Commercial
- The building formerly occupied by Buca di Beppo within Casa Paloma Center along Ray Road has been demolished and replaced with a new freestanding building for J Alexander's Restaurant
- Zoning Code requires Entertainment Use Permit approval for establishments with external speakers within six hundred (600) feet or less of a residentially zoned property
- Due to the proximity to a residentially zoned property and the restaurant's desire to have outdoor speakers, an Entertainment Use Permit is required

Surrounding Land Use Data:

North	Ray Road then, PAD for Commercial	South	PAD for Commercial
East	PAD for Commercial	West	PAD for Commercial

Proposed Development:

Hours of Operation	Monday-Sunday: 11:00 a.m.-11:00 p.m.
Hours of Entertainment (Speaker Operation)	Same as hours of operation
Building Square Footage	7478 SF
Patio Square Footage	500 SF
Staff	90 Employees

Review and Recommendation:

The music played on the restaurant's outdoor pation will consist of ambient background music, similar to elevator music. No live entertainment will be provided anywhere within the establishment, including the patio. Additionally, the patio is oriented inward, facing the interior of the shopping center.

An Entertainment Use Permit (EUP) is required for outdoor speakers within 600 feet of a residentially zoned property. The distance is measured from the closest exterior wall or fence of any indoor or outdoor establishment to the closest property line of a residentially zoned property. The nearest residentially zoned property is located approximately 540 feet south of the establishment.

The surrounding retail and service uses are compatible with the restaurant's proposed entertainment.

Planning staff has reviewed the request and finds consistency with the General Plan and recommends approval with a time condition of two (2) year to evaluate the compatibility of the entertainment with the nearby residential and surrounding commercial developments.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on September 23, 2025. No one attended other than the applicant and city staff.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting November 19, 2025
Motion to Approve

In Favor: 6 Opposed: 0

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve the Entertainment Use Permit to allow for speakers in an outdoor patio area, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Floor Plan and Narrative) shall void the Entertainment Use Permit and require a New Entertainment Use Permit application and approval.

2. The Entertainment Use Permit is non-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. The hours of speaker operation within the outdoor patio are limited to the following days and times:

Hours of Outdoor Speaker Operation	Monday to Sunday 11:00 a.m.-11:00 p.m.

5. Entertainment uses shall be controlled to not unreasonably disturb the area residents.

6. The establishment shall provide a contact phone number for a responsible person (i.e restaurant owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

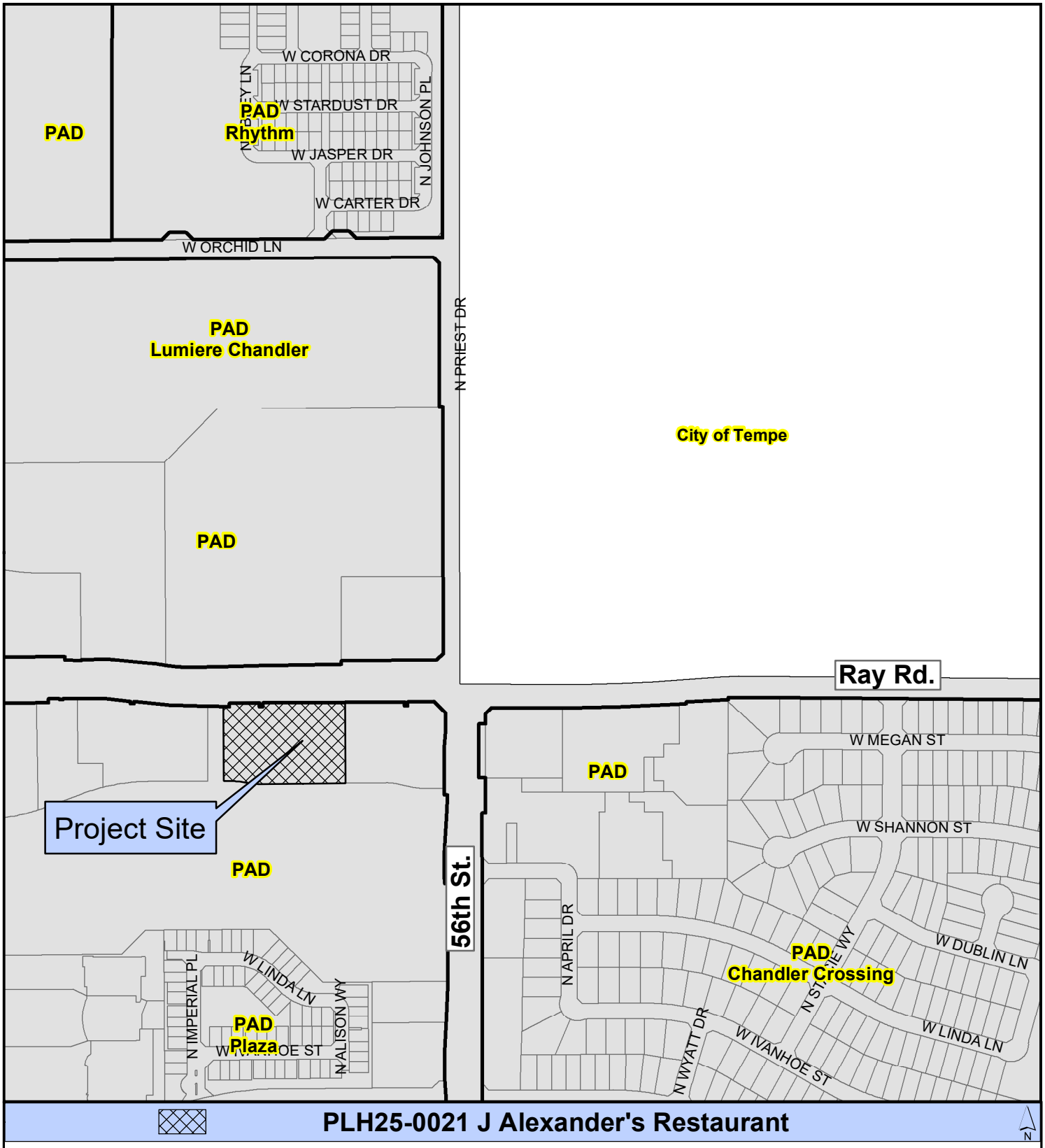
7. The Entertainment Use Permit shall remain in effect for two years (2) from the date of City Council approval. Continuation of the Entertainment Use Permit beyond the expiration date shall require reapplication and approval by the City of Chandler.

Attachments

PLH25-0021 J Alexander's Vicinity Maps

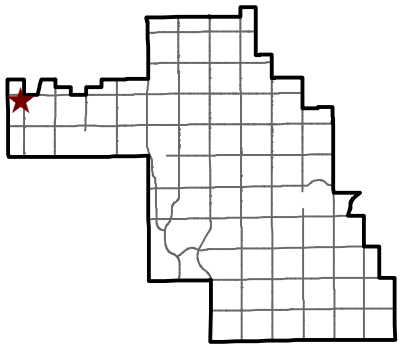
PLH25-0021 J Alexander's Narrative

PLH25-0021 J Alexander's Site Plan
PLH25-0021 J Alexander's Floor Plan
PLH25-0021 J Alexander's Letter of Support



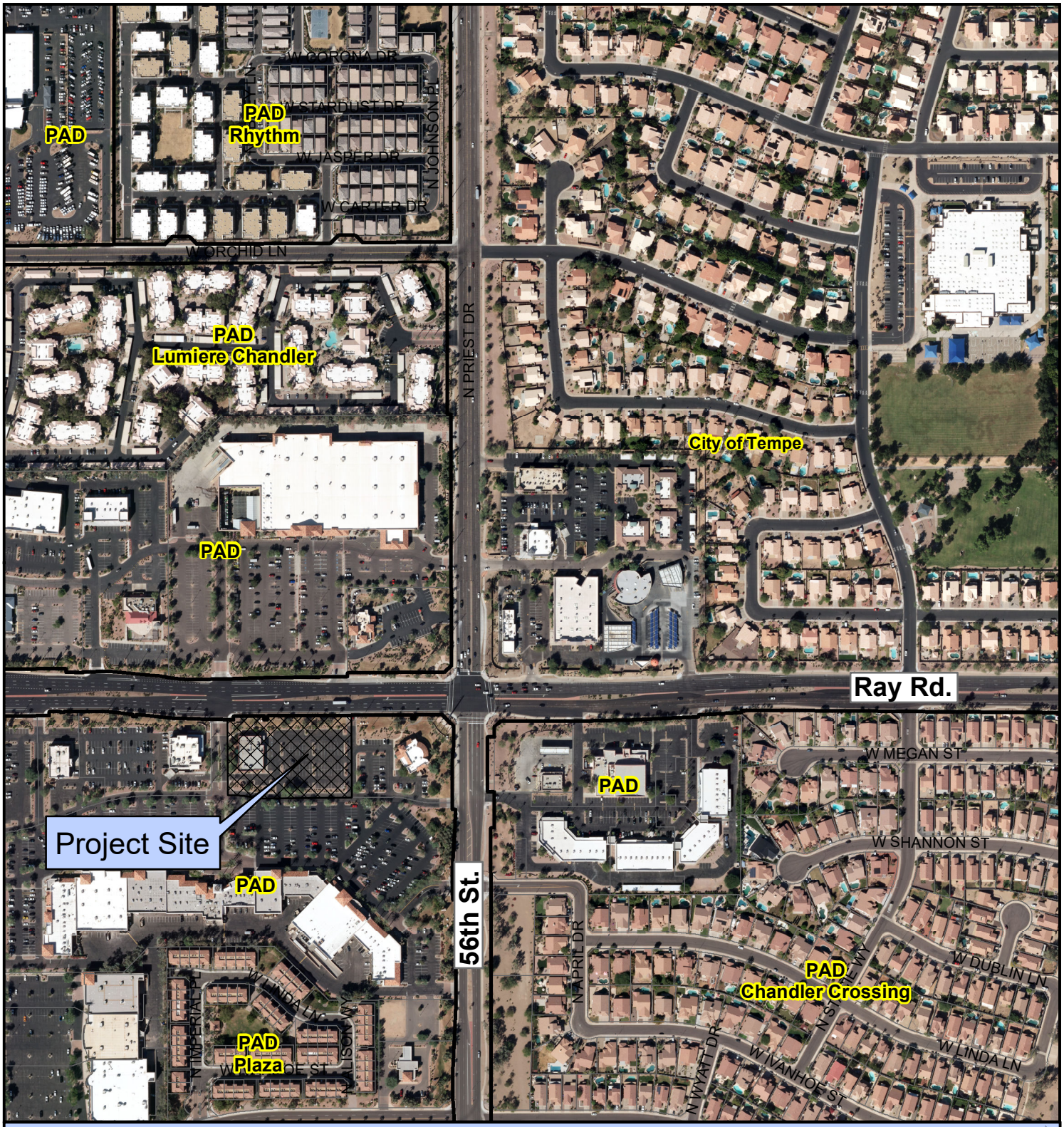
PLH25-0021 J Alexander's Restaurant

Proposed Project Details
7111 W. Ray Rd.
Request Entertainment Use Permit approval for speakers in an outdoor patio area



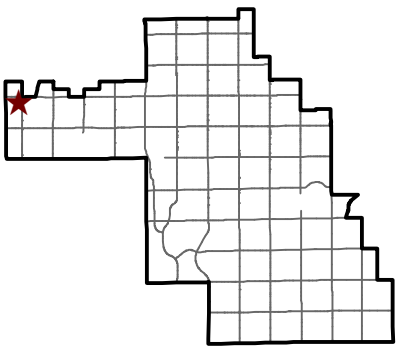
CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH25-0021 J Alexander's Restaurant

Proposed Project Details
7111 W. Ray Rd.
Request Entertainment Use Permit approval for speakers in an outdoor patio area



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

Narrative
Administrative Design Review
Entertainment Use Permit

J. ALEXANDER'S®
RESTAURANT

CHANDLER MARKETPLACE
7111 W Ray Rd
Chandler, Arizona

APPLICANT NAME:
Heather Roberts – Kimley-Horn and Associates, Inc.

NOVEMBER 2025

Prepared By:

Kimley»Horn

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SECTION II – PROJECT DESCRIPTION 4
SECTION III – EXISTING CONDITIONS 4
SECTION IV – OFF-SITE AREAS 4
SECTION V – ENTERTAINMENT USE PERMIT 5

FIGURE 1: AERIAL



Section I – Introduction to J Alexander's

J. Alexander's is a contemporary American restaurant, known for its wood-fired cuisine. Their core philosophy is to provide the highest possible quality dining experience. The menu features a wide selection of American classics including prime rib of beef, steaks, fresh seafood, sandwiches, and entrée salads. Whether you visit for lunch, dinner, or a drink with friends, your time at J. Alexander's will be memorable. With over 40 operating restaurants in 15 states, J. Alexander's is excited to bring this concept to Chandler, Arizona.

Section II – Project Description

This narrative has been provided in support of the Entertainment Use Permit application for the proposed J. Alexander's will be located within Chandler Marketplace near the southwest corner of W Ray Rd and N 56TH St. The proposed establishment, located at 7111 W Ray Rd within The Shoppes at Casa Paloma shopping center, will be an approximate 7,500 square foot one-story restaurant with an outdoor dining patio. Dining patio square footage is included within the total building square footage. The existing 7,375 SF building will be demolished and replaced with J. Alexander's. This project does not propose any changes for access to W Ray Rd.

The existing onsite development consist of an existing building, which is to be fully demolished. The existing underground storm retention is currently failing and will be replaced. Parking for the proposed restaurant will be replaced as necessary to complete the storm retention improvements. The remaining infrastructure is to remain in-place with the proposed restaurant.

The Maricopa County Assessor's Parcel Number is 301-84-210. The proposed development encompasses 2.18 acres of land currently zoned PAD, in a portion of the NE quarter of Section 29, Township 1 South, Range 4 East of the Gila and Salt River Base Line and Meridian in the City of Goodyear, Maricopa County, Arizona. More specifically, the parcel is bounded by commercial developments to the east, west, and south (zoned PAD), and W Ray Rd to the north.

Section III – Existing Conditions

The site is currently developed and is an operating restaurant.

Section IV – Off-site Areas

The development proposes no off-site improvements.

Section V – Entertainment Use Permit

We will be applying for an Entertainment Use Permit to allow outdoor speakers. Per City of Chandler Zoning Code:

1. Entertainment activity shall require a use permit, when all of the following criteria are met:

i. Entertainment activity, as defined in section 35-200, is provided, or outdoor seating with external speakers is provided; and

ii. Alcoholic beverages are sold or served; and

iii. If live entertainment is not provided outdoors, the property is located six hundred (600) feet or less from a residentially zoned property. Said distance shall be measured from the closest exterior wall or fence of any indoor or outdoor space occupied by the subject establishment to the closest property line of a residentially zoned property; and

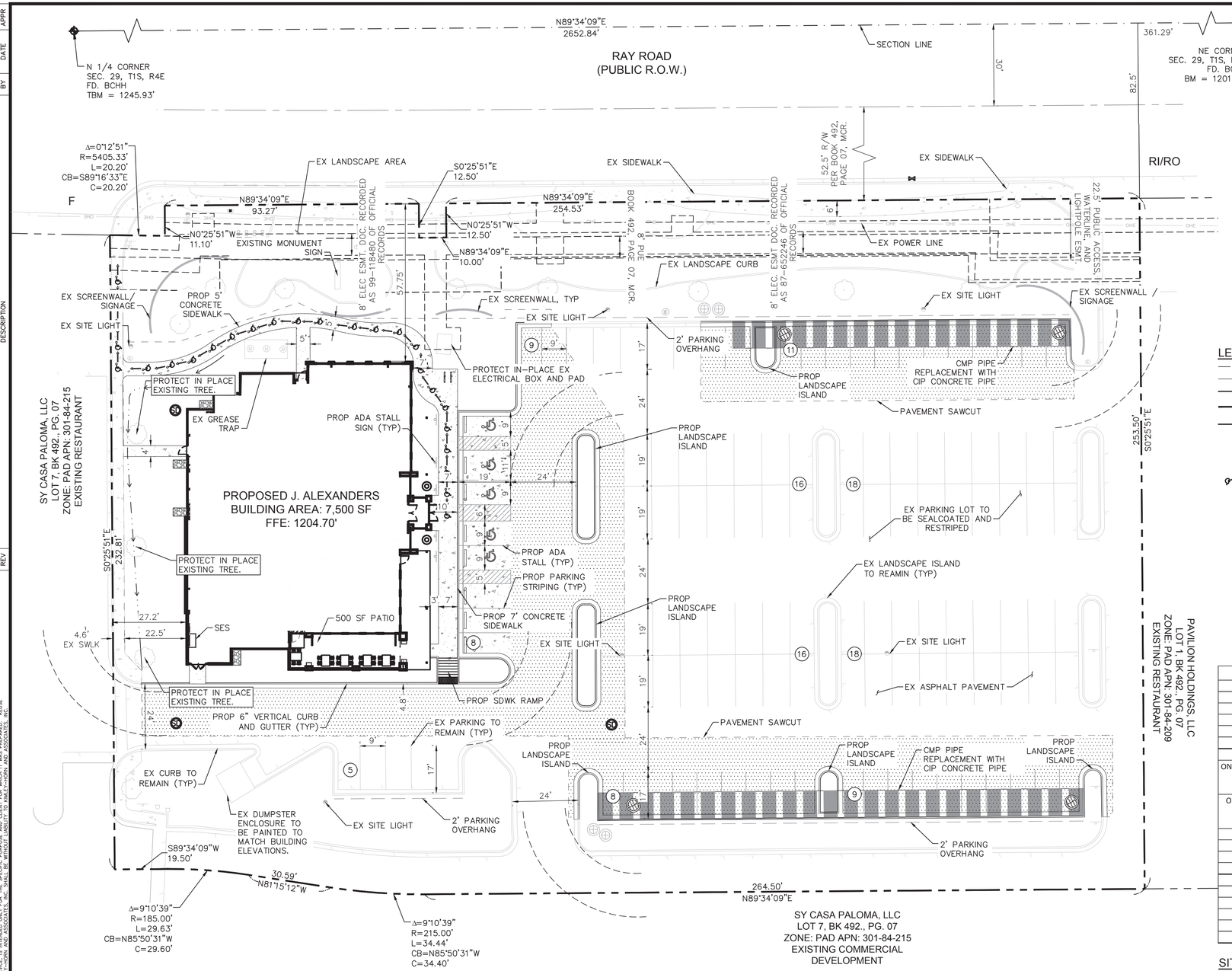
iv. If live entertainment is provided outdoors, the property is located one thousand three hundred and twenty (1,320) feet or less from a residentially zoned property. Said distance shall be measured from the closest exterior wall or fence of any indoor or outdoor space occupied by the subject establishment to the closest property line of a residentially zoned property.

2. A property with a current liquor use permit shall not be required to obtain an entertainment use permit, unless subject to a condition of approval related to a time limit. Liquor use permit conditions related to entertainment activity shall remain in effect.

The proposed J. Alexander's will have 500 SF of outdoor fenced dining space and will hold approximately 9 tables. The outdoor patio will be equipped with speakers to provide ambiance for patrons and to assist in cutting road noise from W Ray Rd. Music will be controlled by GM and will be akin to elevator music and only be heard through 3-inch ceiling speakers. No live music anywhere, including the patio. The patio will face internally to the shopping center and have ADA accessible access. The surrounding retail and service uses are compatible with the restaurant's proposed entertainment. The patio will be smoke free and meet the Smoke Free Arizona Law. J. Alexander's will be using a Series 12 Restaurant License for the liquor license. The hours of operation are generally 11:00 AM – 11:00 PM, 7 days a week. Each J. Alexanders hires approximately 90 employees.

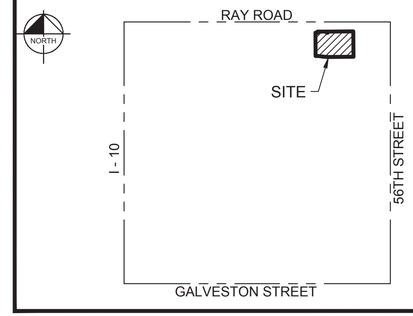
This application is being submitted by J Alexander's Restaurant, LLC. In case of a disturbance, please contact Robert Fargo at (813) 404-0261.

The proposed J. Alexander's development will comply with the City's Zoning Ordinance and the laws set forth by the City of Chandler.



VICINITY MAP

N.T.S.



NE 1/4 SEC. 29, T. 1 S., R. 4 E.
MARICOPA COUNTY, ARIZONA

LEGEND

- SECTION LINE
- EXISTING EASEMENT
- CENTER LINE
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- F — FULL DRIVEWAY
- RI/RO — RIIGHT IN RIGHT OUT DRIVEWAY
- PROPOSED ADA PATH
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE
- STANDARD DUTY ASPHALT
- FIRE TURNING RADIUS
- (5) — PARKING SPACE COUNT

SITE DATA TABLE	
J. ALEXANDERS - 7111 W RAY RD CHANDLER 85226	
PARCEL NUMBER	301-84-210
ZONING DESIGNATION	PAD
MIN BUILDING SETBACK	50' RAY RD
MIN LANDSCAPE SETBACK	20' RAY RD
ALLOWED BUILDING HEIGHT	2 STORIES, 30 FT
PARKING REQUIRED/ PROVIDED	
ONE (1) SPACE PER 50 SF OF PUBLIC AREA (INDOOR & OUTDOOR) / 50 SF 3,750 SF + 500 SF / 50 SF =86	85 SPACES
ONE (1) SPACE PER 200 SF OF KITCHEN AND PREP AREA 3,750 SF / 200 SF = 19	19 SPACES
TOTAL PARKING REQUIRED	104 SPACES
REGULAR PARKING PROVIDED	125 SPACES
ACCESSIBLE PARKING PROVIDED	5 SPACES
TOTAL PARKING PROVIDED	130 SPACES
SITE AREA	(+/-) 94,940 SF OR 2.17 ACRES
BUILDING SQUARE FOOTAGE	7,500 SF
LOT COVERAGE	7.90%
FLOOD ZONE	X (MAP #04013C2705L)
EXISTING & PROPOSED USE	RESTAURANT
LANDSCAPED AREA	25,995 SF (27.4%)

SITE NOTES

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
2. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
3. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
4. ALL EXTERNAL LIGHTING SHALL BE LOCATED AND DESIGNED TO PREVENT RAYS FROM BEING DIRECTED OFF OF THE PROPERTY UPON WHICH THE LIGHTING IS LOCATED.
5. THE FIRE DEPARTMENT DOUBLE CHECK ASSEMBLY SHALL BE PAINTED TO MATCH THE ADJACENT WALL COLOR.
6. SIGNS REQUIRE SEPARATE PERMIT.
7. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED/CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR A PROJECT.
8. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACKFLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE TO BE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS, SHALL BE PAINTED TO MATCH THE BUILDING COLOR.
9. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.

DEVELOPER/OWNER

SPB HOSPITALITY
19219 KATY FWY
HOUSTON, TEXAS 77094
PH: (813) 404-0261
CONTACT: BOB FARGO

LAND SURVEYOR

KIMLEY-HORN AND ASSOCIATES, INC.
7740 N 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH: (602) 837-5511
CONTACT: CHAD HUBER, RLS

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
1001 W SOUTHERN AVE, SUITE 131
MESA, ARIZONA 85210
PH: (623) 552-3171
CONTACT: HEATHER ROBERTS, PE (47693)

LANDSCAPE ARCHITECT

KIMLEY-HORN AND ASSOCIATES, INC.
1001 W SOUTHERN AVE, SUITE 131
MESA, ARIZONA 85210
PH: (602) 371-4579
CONTACT: JACOB JURGENS

LEGAL DESCRIPTION

PARCEL NO. 1:

LOT 2, OF CHANDLER PAVILIONS UNIT 4, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 492 OF MAPS, PAGE 7.

PARCEL NO. 2:

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, AND UTILITIES AS MORE PARTICULARLY DESCRIBED IN THE MAINTENANCE AGREEMENT FOR CHANDLER MARKETPLACE (CHANDLER PAVILIONS) RECORDED JANUARY 29, 1998, AS 98-0067235 AND RERECORDED JANUARY 30, 1998 AS 98-0071824 OF OFFICIAL RECORDS.

APN:

301-84-210

SITE AREA:

94,823 SF OR 2.18 AC

ZONING:

PAD (EXISTING & PROPOSED)

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID LINE BEARS N89°34'09"E.

FLOOD ZONE CLASSIFICATION

THE PARCEL LIES IN 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 04013C2705L WITH AN EFFECTIVE DATE OF OCTOBER 16, 2013.

BENCHMARK

THE CONTROLLING BENCHMARK FOR THIS SURVEY IS A CITY OF CHANDLER BRASS CAP IN HAND HOLE AT THE INTERSECTION OF RAY ROAD AND 56TH STREET. HAVING AN NAVD88 ELEVATION OF 1201.33'.

GRAPHIC SCALE IN FEET
0 10 20 40

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
7740 North 16th Street, Suite 300
Phoenix, Arizona 85020 (602) 944-5500

J. ALEXANDERS

7111 W RAY RD. CHANDLER, AZ 85226

SITE PLAN

J. ALEXANDERS

PROJECT No.
292029000

SCALE (H): 1"=20'
SCALE (V): NONE
DRAWN BY: JAF
DESIGN BY: HDR
CHECK BY: HDR
DATE: 02/07/25

Registered Professional Engineer (Civil)
CERTIFICATE NO.
47693
HEATHER
ROBERTS
Date Signed 03/31/25
Exp. Date 03/31/26

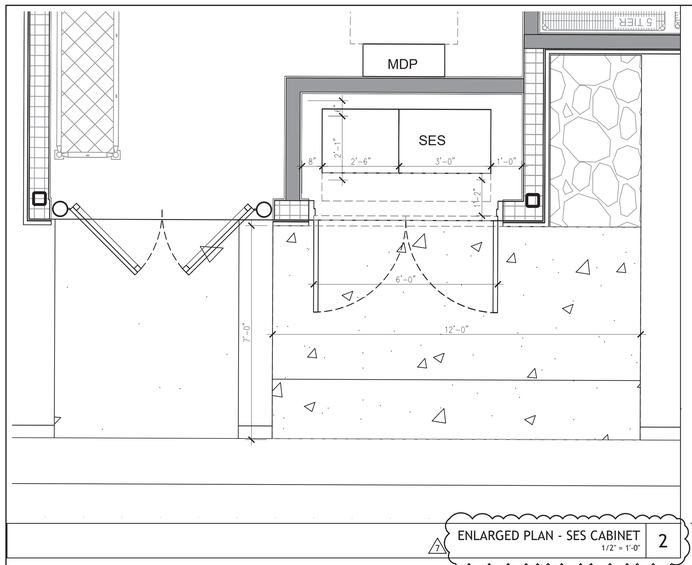
SP.dwg

05 OF 12 SHEETS

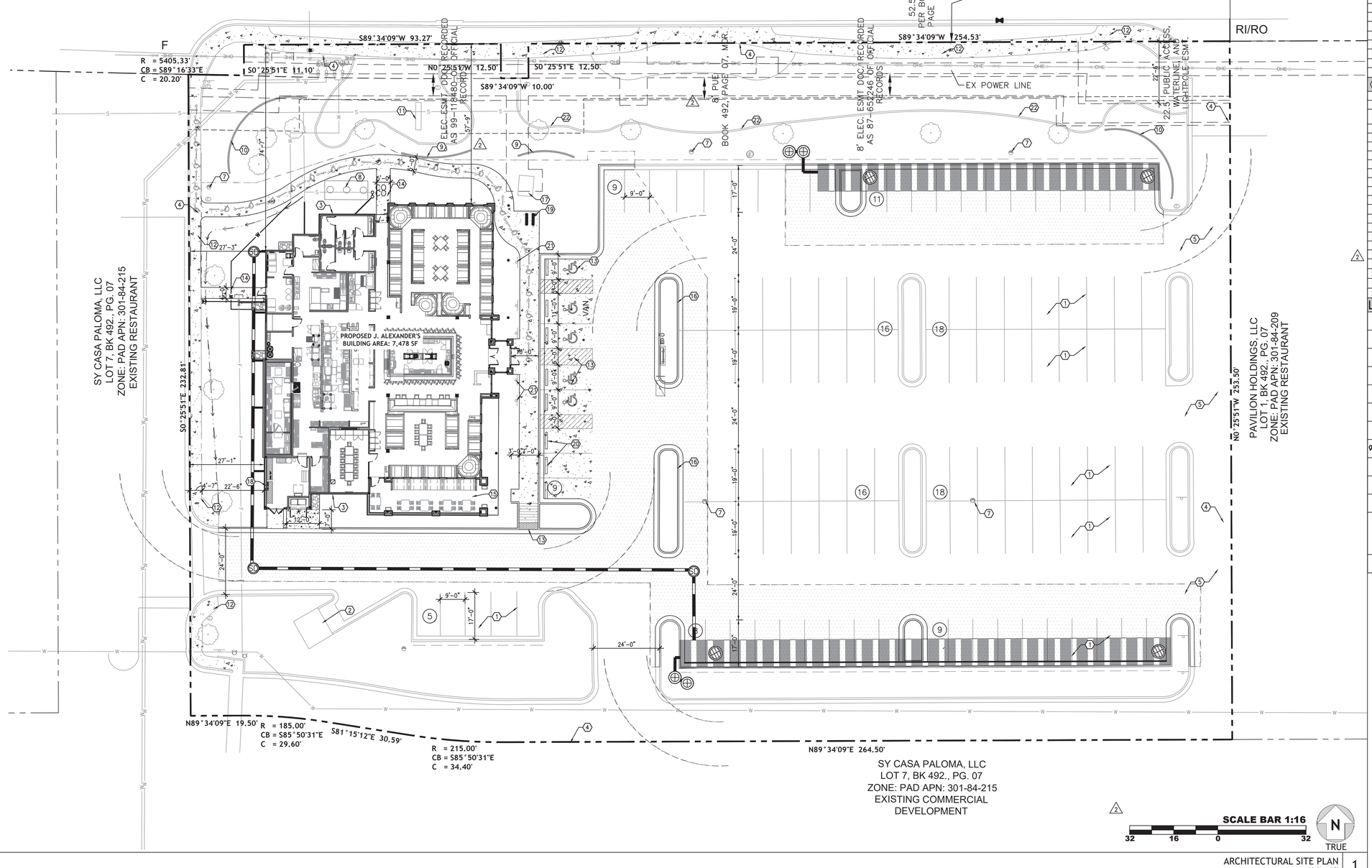
APPR. | DATE | BY | DESCRIPTION | REV

K:\EAV_Civil\J. Alexanders\CADD\CD'S\SP.dwg, Layout: SP Jul 17, 2025 - 10:35am Noah.Horton
THESE PLANS ARE FOR USE SOLELY WITH RESPECT TO THE PROJECT AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT. THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

C.O.C. LOG NO. CIV24-0149



ENLARGED PLAN - SES CABINET 1/2" = 1'-0" | 2



ARCHITECTURAL SITE PLAN 1/16" = 1'-0" | 1

GENERAL NOTES

1	ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE
2	ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
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8	ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.
1	ARCHITECTURAL SITE PLAN IS FOR REFERENCE ONLY. REFER TO CIVIL FOR ALL DIMENSIONS (CURBS, SIDEWALKS, STRIPING AND ALL DIRECTIONAL INDICATORS) AND LAYOUT
2	RE: CIVIL DRAWINGS FOR CIVIL INFORMATION AND LANDSCAPE FOR LANDSCAPE INFORMATION
3	GENERAL CONTRACTOR SHALL ENSURE ALL SIDEWALKS, ACCESSIBLE ROUTES AND DRIVE LANES ARE CLEAR AT ALL TIMES
4	GENERAL CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ALL EXISTING UTILITIES

SITE STATISTICS:

J ALEXANDER'S – 7111 W RAY ROAD, CHANDLER, AZ 85226	
PARCEL NUMBER	301-84-210
ZONING DESIGNATION	PAD
MINIMUM BUILDING SETBACK	50' RAY ROAD
MINIMUM LANDSCAPE SETBACK	20' RAY ROAD
ALLOWED BUILDING HEIGHT	2 STORIES 30 FT
PARKING REQUIRED/PROVIDED	
ONE (1) SPACE PER 50 SF OF PUBLIC AREA (INDOOR & OUTDOOR)/50 SF 3,750 SF+500 SF/200 SF = 86	85 SPACES
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ACCESSIBLE PARKING PROVIDED	5 SPACES
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SITE AREA	(+/-) 94,940 SF OR 2.17 ACRES
BUILDING SQUARE FOOTAGE	7,478 SF
LOT COVERAGE	7.90%
FLOOD ZONE	X (MAP #04013C2705L)
EXISTING & PROPOSED USE	RESTAURANT
LANDSCAPED AREA	25,995 SF (27.4%)

KEY NOTES:

1	EXISTING PARKING
2	EXISTING DUMPSTER ENCLOSURE TO BE REUSED
3	REFER TO EXTERIOR ELEVATIONS FOR BUILDING SIGNAGE LOCATION. ALL SIGNAGE BY SIGN VENDOR UNDER SEPARATE PERMIT
4	PROPERTY LINE. REFER TO APPROVED PLAT AND SHELL DRAWINGS
5	EXISTING CONCRETE DRIVE TO REMAIN
6	EXISTING MONUMENT SIGN TO REMAIN AND BE REUSED
7	EXISTING PARKING LOT LIGHTING TO REMAIN
8	EXISTING GREASE INTECEPTOR TO BE REUSED
9	EXISTING SCREEN WALL TO REMAIN
10	EXISTING SCREEN WALL SIGNAGE TO REMAIN
11	EXISTING MONUMENT SIGN TO REMAIN
12	EXISTING SIDEWALK TO REMAIN
13	PROPOSED ACCESSIBLE RAMP, RE: 5/A0.8 AND ADA STALLS
14	PROPOSED SIDEWALK
15	NEW COVERED PATIO
16	PROPOSED LANDSCAPE ISLAND
17	EXISTING ELECTRICAL TRANSFORMER AND PAD
18	PROPOSED SES LOCATION
19	BIKE RACK, RE: 4/A0.8
20	CONCRETE WHEEL STOP, RE: 1/A0.8
21	ADA ACCESSIBLE PARKING SIGNAGE, RE: 3/A0.8
22	EXISTING LANDSCAPE CURB, TO REMAIN

LEGEND

	SECTION LINE
	EXISTING EASEMENT
	CENTER LINE
	PROPERTY LINE
	EXISTING RIGHT-OF-WAY LINE
F	FULL DRIVEWAY
RI/RO	RIGHT IN RIGHT OUT DRIVEWAY
	PROPOSED ADA PATH
	EXISTING CONCRETE SIDEWALK
	PROPOSED CONCRETE SIDEWALK
	STANDARD DUTY ASPHALT
44' 28'	FIRE TURNING RADIUS
(X)	PARKING SPACE COUNT

idstudio
6201 CAMPUS CIRCLE DRIVE E
IRVING, TEXAS 75063
TEL: 972.870.1388
WWW.IDSTUDIO4.COM

CORPORATE:
SPB HOSPITALITY
19219 KATY FWY
HOUSTON, TX 77094
PHONE: 346.440.0772
EMAIL: www.spbhospitality.com

REGISTERED ARCHITECT
CERTIFICATE NO.
63415
RUSTY ALLAN RIDGE
DATE EXPIRES 06/30/2026
TEXAS U.S.A.

07/18/2025
ISSUED FOR PERMIT

SPB HOSPITALITY - J ALEXANDERS
CHANDLER, AZ

7111 West Ray Road
Chandler, AZ 85226

CLIENT:
SPB Hospitality
19219 Katy Freeway, Suite 500
Houston, TX 77094

J. ALEXANDER'S RESTAURANT

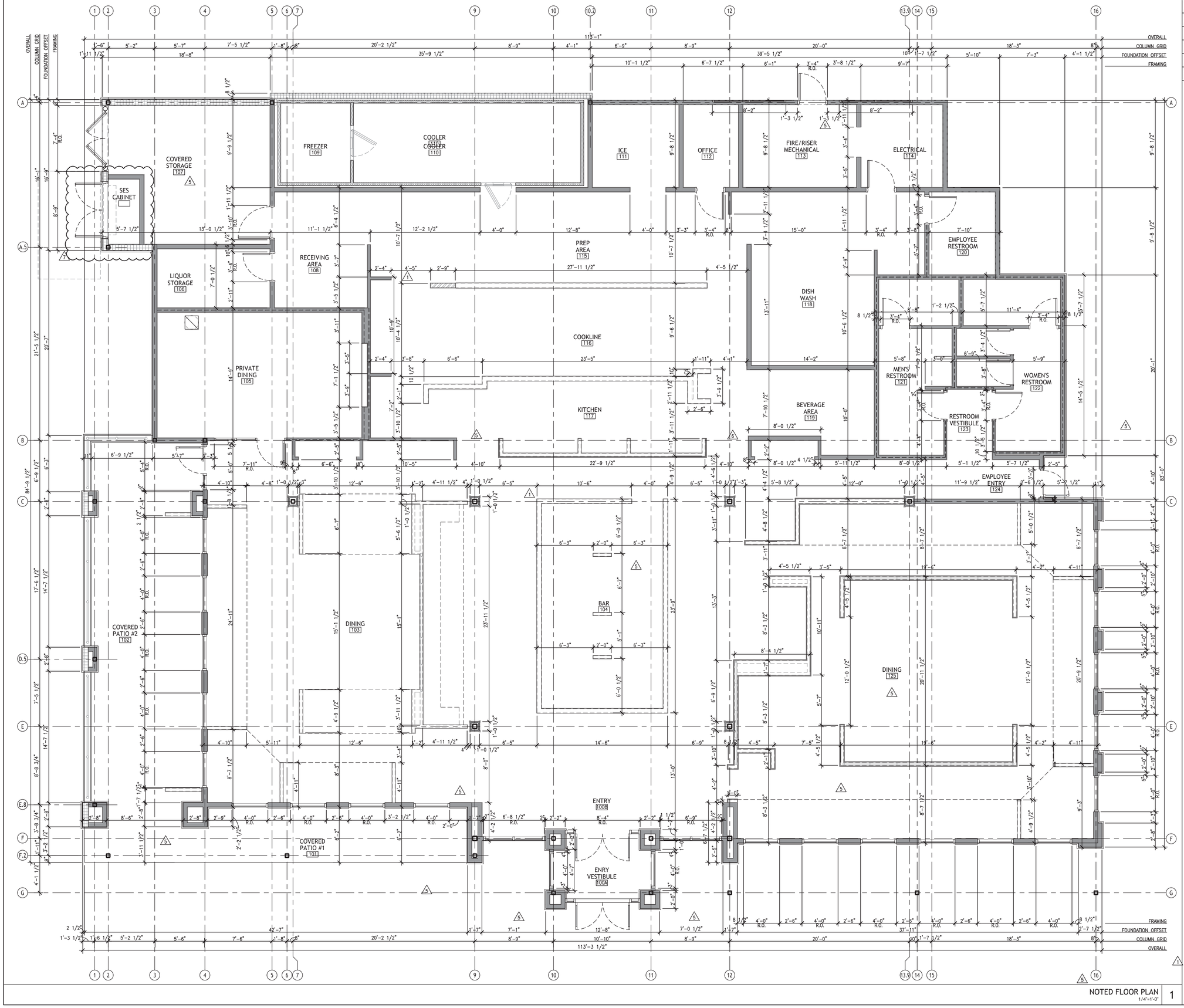
DATE	DESCRIPTION
08.26.2024	ISSUE FOR PERMIT

	DATE	DESCRIPTION
1	11.27.2024	CITY/OWNER COMMENTS
2	01.14.2025	CITY/OWNER COMMENTS
7	07.18.2025	SRP COMMENTS

SHEET TITLE:
ARCHITECTURAL SITE PLAN

SHEET NUMBER:
A0.7

PROJECT NUMBER:
SJA24001



NOTED FLOOR PLAN 1
1/4"=1'-0"

PLAN TRUE

GENERAL NOTES

1	ALL DIMENSIONS ARE SHOWN TO FACE OF STUD WALL UNLESS NOTED OTHERWISE
2	REFER TO FINISH SCHEDULE AND DETAILS FOR APPLIED FINISHES
3	WALLS TO STRUCTURAL DECK SHALL BE THOROUGHLY SEALED AROUND PENETRATIONS

WALL LEGEND

	FULL HEIGHT WALLS
	FULL HEIGHT WALL WITH SOUND BATT INSULATION
	PARTIAL HEIGHT WALLS
	PARTIAL HEIGHT STEEL WALL
	COOLER/FREEZER WALL, BY KITCHEN
	CMU WALL

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CORPORATE:
SPB HOSPITALITY
19219 KATY FWY
HOUSTON, TX 77094
PHONE: 346.440.0772
EMAIL: www.spbhospitality.com

REGISTERED ARCHITECT
CERTIFICATE NO.
63415
RUSTY ALLAN RIDGE
STATE OF VIRGINIA
07/18/2025

ISSUED FOR PERMIT

SPB HOSPITALITY - J ALEXANDERS
CHANDLER, AZ

7111 West Ray Road
Chandler, AZ 85226

CLIENT:
SPB Hospitality
19219 Katy Freeway, Suite 500
Houston, TX 77094

J. ALEXANDER'S RESTAURANT

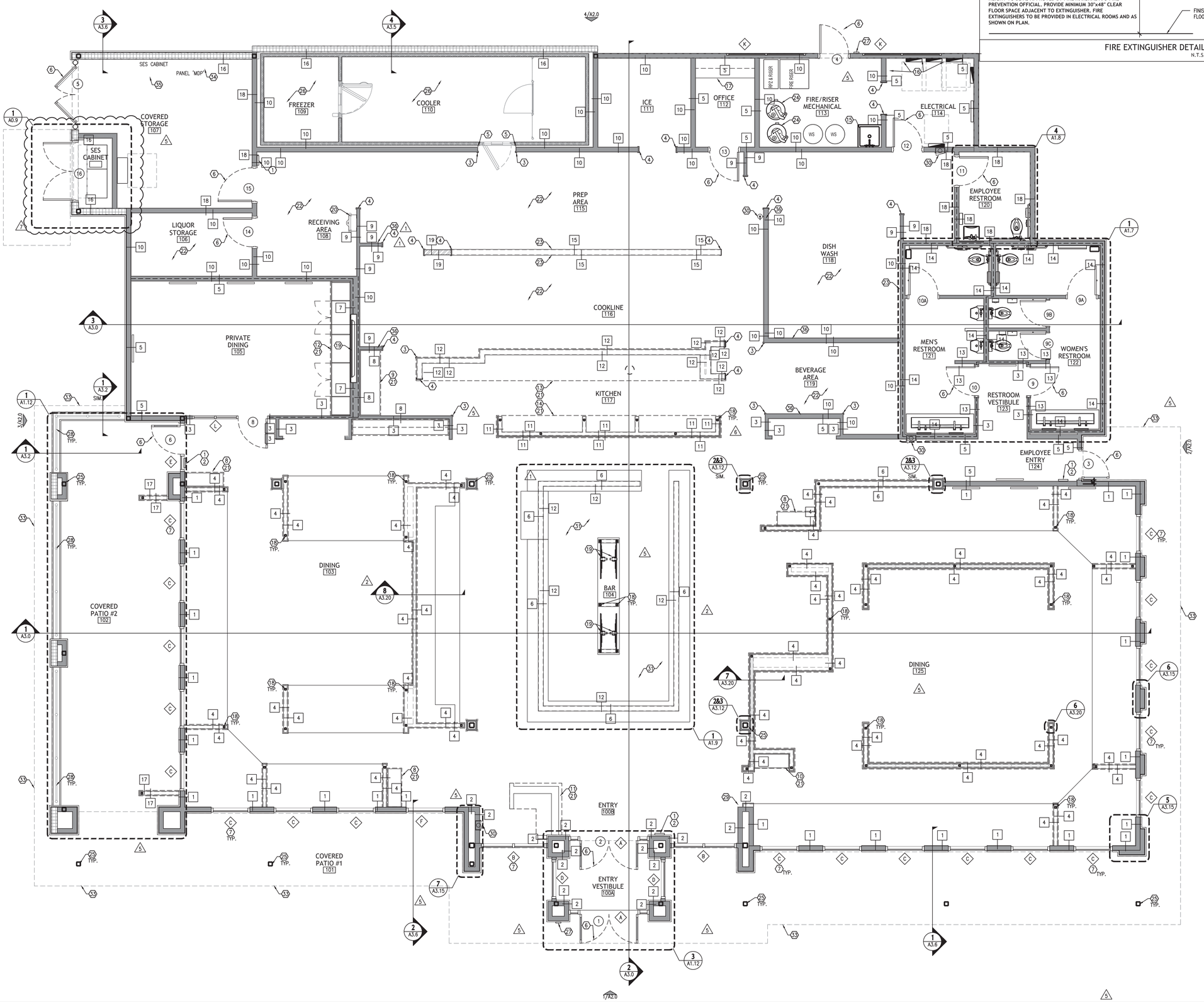
DATE	DESCRIPTION
06.26.2024	ISSUE FOR PERMIT

	DATE	DESCRIPTION
1	11.21.2024	CITY/OWNER COMMENTS
5	03.31.2025	OWNER COMMENTS
6	05.19.2025	FIELD CLARIFICATION
7	07.18.2025	SRP COMMENTS

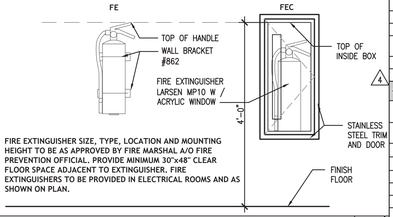
SHEET TITLE:
DIMENSIONED FLOOR PLAN

SHEET NUMBER:
A1.0

PROJECT NUMBER:
SJA24001



FIRE EXTINGUISHER DETAIL



FIRE EXTINGUISHER SIZE, TYPE, LOCATION AND MOUNTING HEIGHT TO BE AS APPROVED BY FIRE MARSHAL A/O FIRE PREVENTION OFFICIAL. PROVIDE MINIMUM 30"x48" CLEAR FLOOR SPACE ADJACENT TO EXTINGUISHER. FIRE EXTINGUISHERS TO BE PROVIDED IN ELECTRICAL ROOMS AND AS SHOWN ON PLAN.

FIRE EXTINGUISHER DETAIL 2 — N.T.S.

GENERAL NOTES

1	REFER TO FINISH SCHEDULE, FINISH PLAN AND ELEVATIONS FOR APPLIED FINISHES
2	REFER TO MILLWORK DRAWINGS FOR LOCATION AND INFORMATION
3	REFER TO WALL TYPE SCHEDULE ON THIS SHEET FOR ALL WALLS
4	REFER TO SHEETS A2.1 THROUGH A2.3 FOR ALL INTERIOR ELEVATIONS AND TAGS
5	REFER TO SHEETS A4.0 FOR DOOR AND WINDOW INFORMATION
6	NOT USED

KEY NOTES:

1	TACTILE 'EXIT ROUTE' SIGN, VERIFY FINAL LOCATION AND WORDING WITH FIRE MARSHAL PRIOR TO INSTALL
2	OCCUPANCY LOAD SIGN, VERIFY EXACT LOCATION WITH FIRE MARSHAL PRIOR TO INSTALLATION
3	STAINLESS STEEL WALL CORNER GUARD, RE: 1/A3.7
4	STAINLESS STEEL END WALL CAP, RE: 1/A3.7
5	STAINLESS STEEL CLOSURE STRIP TO SEAL COOLER TO WALL, RE: K.E.S.
6	NEW DOOR, RE: A4.0 DOOR AND WINDOW SCHEDULE
7	NEW WINDOW, RE: A4.0 DOOR AND WINDOW SCHEDULE
8	POS STATION MILLWORK, RE: A3.8 FOR DETAILS
9	KITCHEN POS STATION MILLWORK, RE: A3.9 FOR DETAILS
10	DINING POS STATION MILLWORK, RE: A3.9 FOR DETAILS
11	HOST STATION MILLWORK, RE: A3.8 FOR DETAILS
12	PRIVATE DINING CABINET MILLWORK, RE: A3.11 FOR DETAILS
13	KITCHEN SERVING LINE COUNTERTOP, RE: A3.10 FOR DETAILS
14	SERVER'S STORAGE MILLWORK, RE: A3.10 FOR DETAILS
15	MOP SINK, RE: PLUMBING
16	ELECTRICAL PANEL, RE: ELECTRICAL
17	OFFICE DESK RE: 4/A3.12
18	STEEL POST STABILIZER. PROVIDE SUPPORT POSTS AT ALL LOW WALLS. RE: 6/A3.20
19	TELEVISION, RE: ELECTRICAL
20	STEEL LADDER MOUNTED TO THE BUILDING FOR ROOF ACCESS, PAINT [P-6] RE: 1/A3.20
21	MILLWORK BY OWNER RE: A3.8 THRU A3.13. ALL MILLWORK, SHELVES AND INTERIORS OF CABINETRY IN FOOD PREP/SERVICE AREAS MUST BE WASHABLE AND IMPERVIOUS
22	ALL WALLS IN KITCHEN TO RECEIVE FRP OVER DESIGNATED WALL TYPE, U.N.O. ALL FRP PANELS TO BE INSTALLED FROM TOP OF BASE AT WALL TO CEILING IN KITCHEN AS SPECIFIED. RE: WALL TYPE SCHEDULE
23	STAINLESS STEEL FINISH ON LOW WALL, RE: INTERIOR ELEVATIONS
24	WATER HEATER, RE: PLUMBING
25	STRUCTURAL STEEL COLUMN, RE: STRUCTURAL
26	WALK-IN COOLER/FREEZER, RE: KITCHEN
27	RECESSED KNOX BOX, MOUNT NO LOWER THAN 5'-0" AND NO HIGHER THAN 6'-0" A.F.F., VERIFY FINAL LOCATION WITH FIRE MARSHAL PRIOR TO INSTALL
28	PATIO RAILING, RE: 1&2/A1.12
29	HANDRAIL, RE: 5/A3.20
30	RECESSED/WALL MOUNTED FIRE EXTINGUISHER, VERIFY FINAL LOCATION WITH FIRE MARSHAL PRIOR TO INSTALL, RE: 2/A1.1
31	WALLS BEHIND BAR TO RECEIVE FRP OVER DESIGNATED WALL TYPE, U.N.O.
32	PRE-FABRICATED HALO FIRE TOWERS, RE: 1/A3.18
33	LINE OF CANOPY ABOVE
34	MDP PANEL, RE: ELECTRICAL
35	SES CABINET, RE: ELECTRICAL
36	WALLS TO STOP 6" ABOVE CEILING. RE: MECHANINCAL

WALL LEGEND

- FULL HEIGHT WALLS
- FULL HEIGHT WALL WITH SOUND BATT INSULATION
- PARTIAL HEIGHT WALLS
- FULL HEIGHT STEEL WALL
- COOLER/FREEZER WALL, BY KITCHEN
- CMU WALL

WALL TYPE SCHEDULE

	MATERIALS	1	2	3	4	5	6	7	8	9	10	11	12	13	1/4	15	16	17	18	19
FRAMING	2x4 WOOD STUDS		●						●	●			●					●		
FRAMING	2x4 WOOD STUDS (LOW WALL)			●							●					●				
FRAMING	2x6 WOOD STUDS	●	●			●		●			●			●						●
FRAMING	2x6 WOOD STUDS (LOW WALL)				●								●							
FRAMING	6" METAL STUD (LOW WALL)																●			
FRAMING	6" METAL STUD																			●
FRAMING	8" CMU WALL																	●		
SHEATHING	5/8" GYPSUM BOARD		●		●															
SHEATHING	5/8" PLYWOOD UP TO 60" A.F.F.	●																		
SHEATHING	5/8" GYPSUM BOARD FROM 60" UP TO CEILING	●																		
SHEATHING	5/8" TILE BACKER BOARD UP TO 60" A.F.F.													●	●					
SHEATHING	5/8" WATER RESISTANT DRYWALL											●	●	●				●		
SHEATHING	5/8" PLYWOOD UP TO 48" A.F.F.									●										
SHEATHING	5/8" GYPSUM BOARD FROM 48" UP TO CEILING									●										
SHEATHING	5/8" CEMENTITIOUS BOARD		●						●											
SHEATHING	5/8" CEMENTITIOUS BOARD UP TO 12" AFF										●	●	●	●					●	
SHEATHING	1/2" PLYWOOD				●		●													
SHEATHING	1/2" MARINE GRADE PLYWOOD																		●	
SHEATHING	5/8" FIRE TREATED PLYWOOD										●	●				●				●

NOTES:
1. PROVIDE S.S. PANELS AT WALL BEHIND HOODS, TYP. RE: FINISH SCHEDULE
2. PROVIDE WHITE FRP ON INSIDE FACE OF POS WALLS AND IN ALL KITCHEN WALLS, UNO
3. BACK OF HOUSE WALLS TO HAVE 5/8" FIRE TREATED PLYWOOD PER KITCHEN DRAWINGS, UNO

NOTED FLOOR PLAN 1 — 1/4"=1'-0"

N PLAN — N TRUE

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07/18/2025
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Chandler, AZ 85226

CLIENT:
SPB Hospitality
19219 Katy Freeway, Suite 500
Houston, TX 77094

J. ALEXANDER'S RESTAURANT

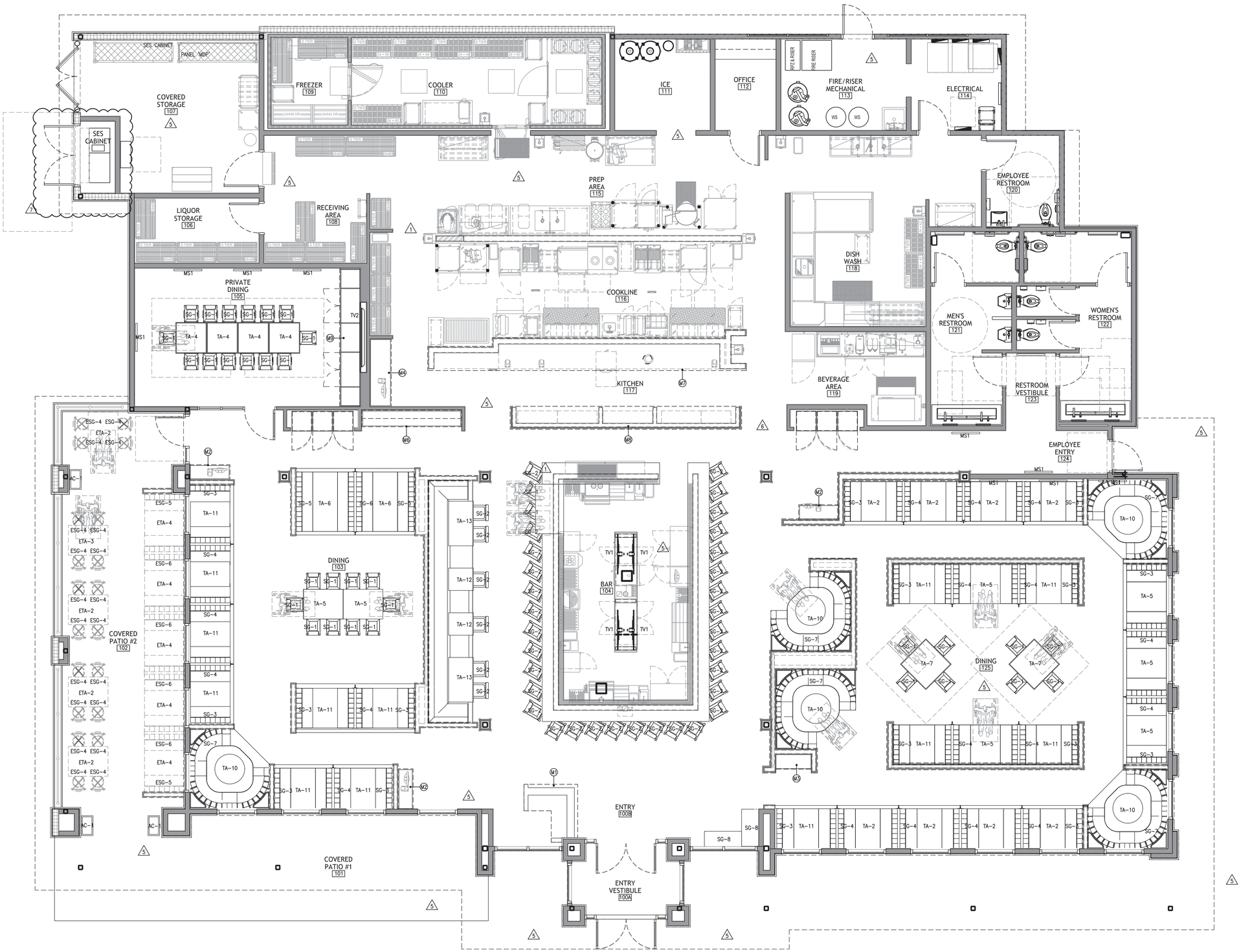
DATE	DESCRIPTION
08.26.2024	ISSUE FOR PERMIT

	DATE	DESCRIPTION
1	11.21.2024	CITY/OWNER COMMENTS
2	01.14.2025	CITY/OWNER COMMENTS
3	02.03.2025	CITY COMMENTS
4	02.05.2025	CITY COMMENTS
5	03.31.2025	OWNER COMMENTS
6	05.19.2025	FIELD CLARIFICATION
7	07.18.2025	SRP COMMENTS

SHEET TITLE:
NOTED FLOOR PLAN

SHEET NUMBER:
A1.1

PROJECT NUMBER:
SJA24001



FURNITURE SCHEDULE

TAG	DESCRIPTION
TABLE TOP	
TA–1	DINING TABLE – 27"X30"
TA–2	DINING TABLE – 30"X48"
TA–3	DINING TABLE – 30"X54"
TA–4	DINING TABLE – 36"X36"
TA–5	DINING TABLE – 36"X48"
TA–6	DINING TABLE – 36"X72"
TA–9	DINING TABLE – 42"X42"
TA–10	ROUND TABLE – 36"
TA–11	ACCESSIBLE DINING TABLE
TA–12	BAR HEIGHT DINING TABLE – 30"X27"
TA–13	BAR HEIGHT DINING TABLE – 30"X54"
BOOTHS AND SEATING	
SG–1	DINING CHAIR
SG–2	30" HEIGHT BAR STOOL
SG–3	BOOTH – SINGLE SIDED – 48"
SG–4	BOOTH – DOUBLE SIDED – 48"
SG–5	BOOTH – SINGLE SIDED – 72"
SG–6	BOOTH – DOUBLE SIDED – 72"
SG–7	CORNER BOOTH
SG–8	BENCH – 20"X34"
EXTERIOR FURNITURE	
ESG–1	PATIO LOUNGE CHAIR
ESG–2	PATIO LOUNGE CHAIR
ESG–3	PATIO SOFA
ESG–4	26" OUTDOOR DINING CHAIR
ESG–5	BOOTH – SINGLE SIDED – 48"
ESG–6	BOOTH – DOUBLE SIDED – 48"
ETA–1	PATIO LOUNGE TABLE
ETA–2	36"x48" DINING TABLE, 30" TALL
ETA–3	36"x48" DINING TABLE, 30" TALL – ADA
ETA–4	30"X48" DINING TABLE 30" TALL
ACCESSORIES	
AC–1	EXTERIOR PATIO PLANTER

MILLWORK SCHEDULE

TAG	DESCRIPTION
M1	HOST STATION
M2	POS STATION
M3	POS STATION – RAISED DININIG
M4	POS STATION – KITCHEN
M5	NOT USED
M6	DISPLAY CABINET – KITCHEN
M7	KITCHEN SERVING LINE COUNTERTOP
M8	SERVER'S STORAGE
M9	PRIVATE DINING ROOM – CABINETS

MEDIA

TAG	DESCRIPTION
TV1	55 INCH TV
TV2	75 INCH TV

MISCELLANEOUS

TAG	DESCRIPTION
MS1	WALL DECOR, BY OWNER

FURNISHING PLAN
1/4"=1'-0"

1

N PLAN

N TRUE

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63415
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ARIZONA U.S.A.

07/18/2025
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Chandler, AZ 85226

CLIENT:
SPB Hospitality
19219 Katy Freeway, Suite 500
Houston, TX 77094

J. ALEXANDER'S RESTAURANT

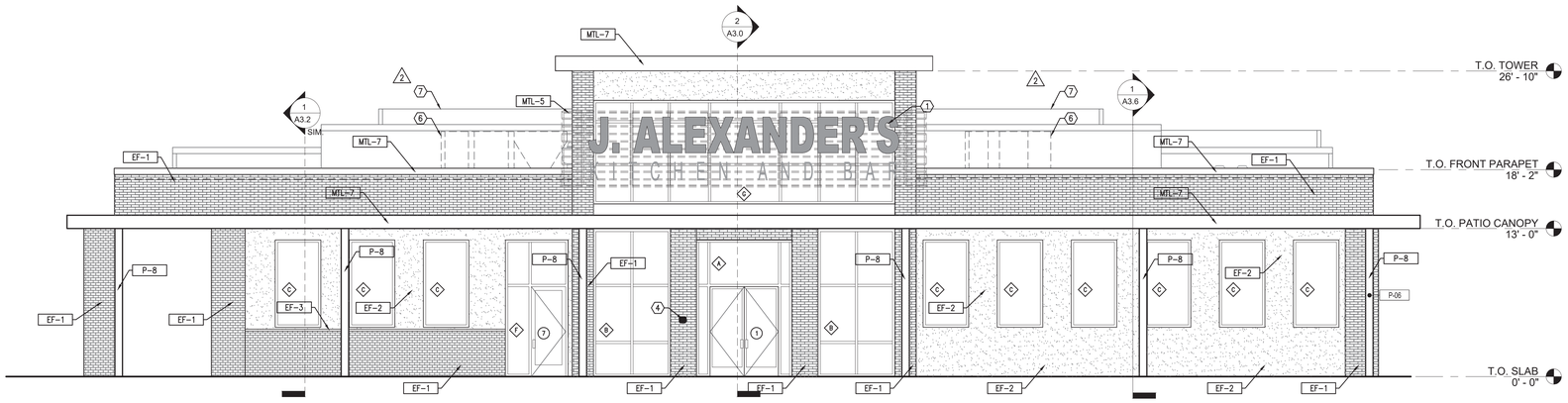
DATE	DESCRIPTION
08.26.2024	ISSUE FOR PERMIT

	DATE	DESCRIPTION
1	11.21.2024	CITY/OWNER COMMENTS
6	05.19.2025	FIELD CLARIFICATION
7	07.18.2025	SHP COMMENTS

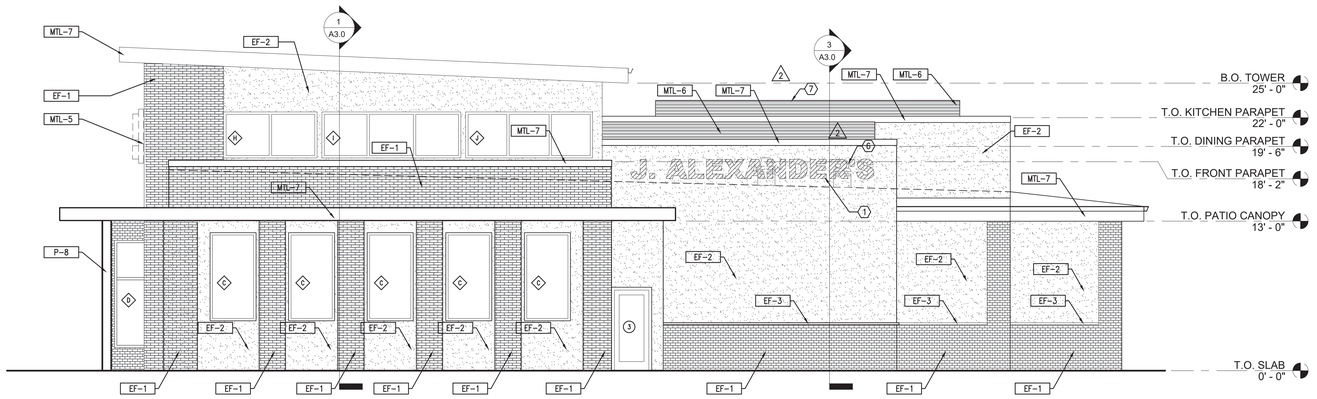
SHEET TITLE:
FURNISHINGS AND EGRESS FLOOR PLAN

SHEET NUMBER:
A1.2

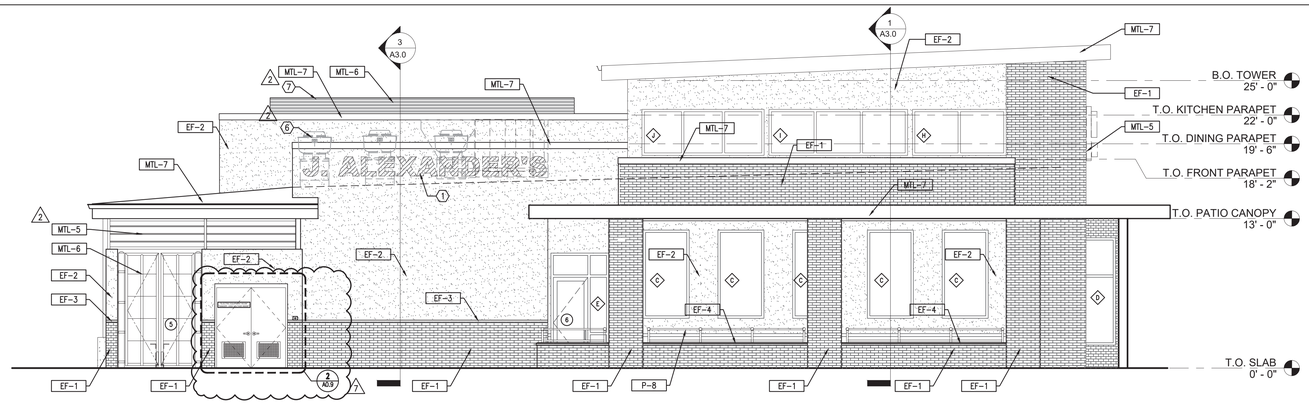
PROJECT NUMBER:
SJA24001



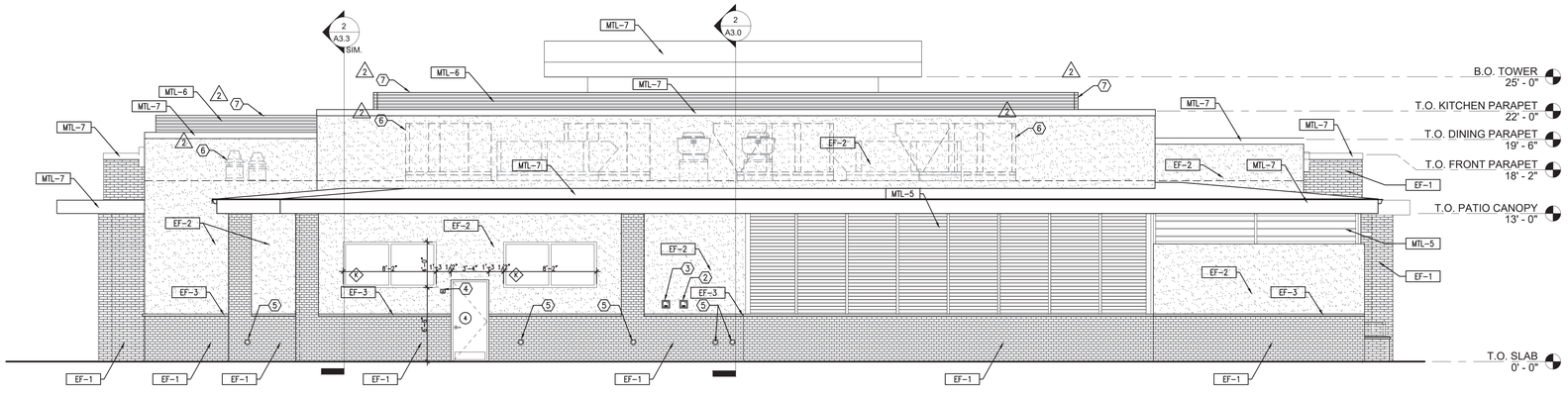
FRONT ELEVATION (EAST) 1
3/16"=1'-0"



LEFT ELEVATION (NORTH) 2
3/16"=1'-0"



RIGHT ELEVATION (SOUTH) 3
3/16"=1'-0"



REAR ELEVATION (WEST) 4
3/16"=1'-0"

GENERAL NOTES

1	BUILDING SIGNAGE; FOR REVIEW UNDER SEPARATE SUBMITTAL AND PERMIT, RE: ELECTRICAL, GC TO PROVIDE WIRING
2	NON-ILLUMINATED BUILDING SIGNAGE; FOR REVIEW UNDER SEPARATE PERMIT.
3	ALL ROOF MOUNTED EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT
4	SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED EQUIPMENT
5	ANY ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE THE BUILDING. ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS. SECTION 35-1902 (8)(E)(15), ZONING CODE.
6	SCREENING SHALL BE ARCHITECTURALLY INTEGRATED FOR THE SERVICE ENTRANCE SECTION (SES) AND ALL UTILITIES. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL WITH SOLID GATES, EQUAL TO OR GREATER IN HEIGHT THAN THE MECHANICAL EQUIPMENT. SECTION 35-1902 (8)(E)13, ZONING CODE.

KEY NOTES:

1	BUILDING SIGNAGE; FOR REVIEW UNDER SEPARATE PERMIT, RE: ELECTRICAL, GC TO PROVIDE WIRING
2	GREASE PUMP PORT
3	CO2 REFILL PORT
4	KEY BOX FDC
5	DOWNSPOUT NOZZLE
6	LINE OF MECHANICAL EQUIPMENT, RE: MECHANICAL
7	LINE OF ROOF SCREEN

FINISH SCHEDULE - MASTER

	ITEM
METAL FINISHES	
MTL-1	OCTOLAM – DARK BRONZE
MTL-2	CHEMETAL – BRONZE
MTL-3	POWDER COAT – LIGHT BRONZE
MTL-4	KAWNEER – STOREFRONT – DARK BRONZE
MTL-5	GEOLAM – SOLEO – BLACKWOOD
MTL-6	PAC-CLAD – DARK BRONZE
MTL-7	PAC-CLAD – BLACK
EXTERIOR PAINT	
P-8	EXTERIOR PAINT (TRICORN BLACK)
P-9	EXTERIOR PAINT (MINERAL DEPOSIT)
EXTERIOR FINISHES	
EF-1	EXTERIOR BRICK
EF-2	EIFS
EF-3	CHISELED STONE SILL
EF-4	CHISELED STONE CAP
ROOF FINISHES	
R-1	EXTERIOR ROOF PANEL (DARK BRONZE)
R-2	SINGLE PLY ROOFING MEMBRANE
R-3	ALUMINUM LOUVERS
R-4	PRE-FINISHED METAL PARAPET CAP (DARK BONZE)

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CHANDLER, AZ

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CLIENT:
SPB Hospitality
19219 Katy Freeway, Suite 500
Houston, TX 77094

J. ALEXANDER'S RESTAURANT

DATE	DESCRIPTION
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	DATE	DESCRIPTION
1	11.21.2024	CITY/OWNER COMMENTS
2	01.14.2025	CITY/OWNER COMMENTS
7	07.18.2025	SRP COMMENTS

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A2.0

PROJECT NUMBER:
SJA24001

WESTRIDGE PARK INVESTORS LIMITED PARTNERSHIP
3131 E. Camelback Road, Suite 310
Phoenix, AZ 85016
Office: 602-279-3999
Fax: 602-230-8065

November 11, 2025

VIA EMAIL: Mikayela.Liburd@chandleraz.gov

Mikayla Liburd, Associate Planner
Development Services Dept./Planning Div.
City of Chandler
P.O. Box 4008, Mail Stop 105
Chandler, AZ 85244-4008

RE: Notice of Public Hearing PLH25-0021
J. Alexander's Restaurant Entertainment Use Permit
7111 West Ray Road, Chandler, Arizona 85226; Parcel No. 301-84-210 (the "Premises")

Dear Mikayla:

As owners of properties located within a ¼ mile of the Premises (301-59-499; 301-59-498A; 301-59-502A), Westridge Park Investors LP hereby approves and supports the Entertainment Use Permit allowing speakers in an outdoor patio area of the J. Alexander's Restaurant.

Please feel free to contact us with any questions or comments.

Sincerely,

Tom Tait

Tom Tait, President
Tait Development, Inc.
The General Partner of
Westridge Park Investors LP

k

PAVILION HOLDINGS

3131 EAST CAMELBACK ROAD, SUITE 310 • PHOENIX, ARIZONA 85016 • (602) 279-3999 • FAX (602) 230-8065

November 11, 2025

VIA EMAIL: Mikayela.Liburd@chandleraz.gov

Mikayla Liburd, Associate Planner
Development Services Dept./Planning Div.
City of Chandler
P.O. Box 4008, Mail Stop 105
Chandler, AZ 85244-4008

RE: Notice of Public Hearing PLH25-0021
J. Alexander's Restaurant Entertainment Use Permit
7111 West Ray Road, Chandler, Arizona 85226; Parcel No. 301-84-210 (the "Premises")

Dear Mikayla:

As owners of properties located within a ¼ mile of the Premises (301-84-214; 301-84-213; 301-84-212; 301-84-211; 301-84-209), Pavilion Holdings, L.L.C. hereby approves and supports the Entertainment Use Permit allowing speakers in an outdoor patio area of the J. Alexander's Restaurant.

Please feel free to contact us with any questions or comments.

Sincerely,

Tom Tait

Tom Tait, Manager
Pavilion Holdings, LLC

k

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. DS25-032

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
Jaya Velagapudi, Digital Delivery Services Administrator
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Professional Engineering Utility Plan Review – GIS Services for non-city utility plan review and utility coordination associated with Fiber to the Home (FTTH) and other projects

---

Proposed Motion:

Move City Council approve the purchase of Professional Engineering Utility Plan Review – GIS Services for non-city utility plan review and utility coordination associated with Fiber to the Home (FTTH) and other projects, utilizing multiple vendors available under the State of Arizona Contract No. CTR062466, Communications Cabling Systems, and the City of Tucson Contract No. 240180, On-Call Subsurface Utility Engineering (SUE) Services, for the period of one year, beginning January 1, 2026, through December 31, 2026, in a combined amount not to exceed $1,029,600.

Background/Discussion:

The City of Chandler has multiple developers and utility companies installing Fiber to the Home (FTTH) throughout the city. To perform this installation, the developer/utility company installs the fiber along streets and in alleys, where applicable and allowable, using a number of different installation methods. The project scope of work will consist of Fiber to the Home (FTTH) plan review, coordinating and documenting construction work to ensure compliance with City, Maricopa Association of Governments (MAG) standards, and federal specifications and conformance with field conditions. Local funding has been allocated in the Fiscal Year 2025-26 budget for this purpose.

The scope of work also includes coordination with city staff of various departments (Streets, CIP, New Development, other utility providers, etc.) to ensure projects are not in conflict. The agreement completion time is 365 calendar days following Notice to Proceed.

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 on-call subsurface utility engineering (SUE) services. 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.

Financial Implications:

The contract plan review work related to this contract is reimbursed by the developer. Therefore, revenue is received by the city to offset these expenses.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3020.5219	General Fund	Engineering Cost Center	$1,029,600	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. CP26-054

Date: December 08, 2025
To: Mayor and Council
Thru: John Pombier, City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
Daniel Haskins, Capital Projects Division Manager
From: Raymond Potts, Construction/Design Project Manager
Subject: Professional Services Agreement No. DS2602.451, with Horrocks, LLC., for the FTTH Inspections - Horrocks Construction Management Services.

Proposed Motion:

Move City Council award Professional Services Agreement No. DS2602.451 to Horrocks, LLC., for the FTTH Inspections - Horrocks Construction Management Services, in an amount not to exceed $498,179.22.

Background/Discussion:

The project will include various inspections that will include providing documentation of construction activities for utility work in the Right-of-Way and Utility Easements. It will also include reviewing, inspecting, coordinating, and documenting construction work to ensure compliance with City, MAG, and Federal specifications and conformance with field conditions. Coordination with city staff of various departments (traffic control, locators, solid waste, CIP, etc.) may also be required to ensure projects are not in conflict.

The project scope of work consists of Fiber to the Home (FTTH) field inspections, verifying documents, and other duties requested within the City of Chandler Rights-of-Way.

The agreement completion time is 365 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends approval of this agreement with Horrocks, LLC., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

The contract inspection work related to this contract is reimbursed by the developer, therefore revenue is received by the city.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3020.5219.0.0.0	General Government	N/A	$498,179.22	N

Attachments

Contract

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PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT SERVICES
FTTH INSPECTIONS - HORROCKS
PROJECT NO. DS2602.451

Council Date: December 11, 2025

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of _____, 202___ ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City''), and Horrocks, LLC**,** a Utah company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide construction management services for FTTH Inspections - Horrocks project ("Project") as more fully described in Exhibit "A" ("Services"), 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.

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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 365 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 $498,179.22 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: Dennis Aust P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3315 Email: Dennis.Aust@chandleraz.gov	
4To Consultant:	**LEGAL COMPANY NAME:**	Horrocks, LLC
	Mailing Address:	2600 North Central Avenue, Suite 550 Phoenix, AZ 85004
	Physical Address:	2600 North Central Avenue, Suite 550 Phoenix, AZ 85004
	Statutory Agent Name:	Corporation Service Company
	Statutory Agent Mailing Address:	7955 South Priest Drive, Suite 102 Tempe, AZ 85284
	Statutory Agent Physical Address:	7955 South Priest Drive, Suite 102 Tempe, AZ 85284
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Erin Kline
	Title:	Principal
	Phone:	520-405-7680
	Email:	ErinK@horrocks.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

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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

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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.

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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.

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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

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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

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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

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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.

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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.

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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 November 24, 2025
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
HORROCKS, LLC

November 24, 2025
Signature Date

Erin Kline
Print Name

Principal
Title

erink@horrocks.com
Signer Email Address

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EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

Docusign Envelope ID: 4EEDE3C1-CC7F-438F-B996-EEEB5EBE67C5

Horrocks.

November 18, 2025

Raymond Potts
City of Chandler | Public Works & Utilities
215 E. Buffalo Street
Chandler, AZ 85225

SUBJECT: Telecommunications & Utility Franchise (TUF) Inspection
Engineering Utility Plan and Permit Review Services
January 1 – December 31, 2026

Dear Mr. Potts:

Horrocks is pleased to present this proposal to the City of Chandler to continue providing services for Telecommunications & Utility Franchise (TUF) Inspection, Engineering Utility Plan and Permit Review, and other related tasks as needed beyond this scope for the period of January 1 through December 31, 2026. Our team remains committed to supporting the City's objectives by ensuring compliance, maintaining high safety and quality standards, and facilitating efficient coordination and communication with the City.

SUMMARY OF SERVICES

The following outlines the primary scope of services, which includes but are not limited to:

TUF Scope of Services: Horrocks will perform complete inspection and documentation of construction activities for utility work in the Right of Way and Utility Easements. Our staff will review, inspect, coordinate, and document construction work to ensure compliance with City, MAG, and Federal specifications and conformance with field conditions. We will coordinate with City staff of various departments (traffic control, locators, solid waste, CIP, etc.) to ensure projects are deconflicted.

Duties include:

- Inspection of construction projects for appropriate materials, methods, and workmanship according to project specifications, City standards, and other noted governing standards.
- Conduct and actively participate in pre-construction and on-going meetings, virtual and in the field, to help eliminate confusion over inspection requirements and procedures.
- Maintain detailed daily inspection reports on assigned projects and provide them to City staff for City records.
- Interpret and apply engineering data, specifications, City, MAG, and ADOT specifications.
- Provide recommendations for construction alternatives within the scope of the plans (e.g. running line changes, minor location adjustments for fiber cabinet equipment, handholes, or pedestals, etc.) to contractors to help resolve conflicts in the field.
- Document and ensure all changes are provided to City staff for City records.
- Verify project construction materials testing results, verify materials supplied to project, and determines compliance with required specifications.
- May include night and potentially weekend work.

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Engineering Plan & Permit Review Scope of Services: Horrocks will provide comprehensive engineering utility plan review and permitting services to ensure that all proposed utility construction activities within the City's Right of Way meet applicable standards and regulations.

Duties Include:

- Perform complete plan review and permitting for utility construction activities in the Right of Way.
- Confirm utility easements.
- Review, coordinate, and document proposed construction work for compliance with City, MAG, and federal specifications.
- Coordinate with City departments to ensure project deconfliction.
- Provide technical guidance and interpretation to utility engineers, designers, City staff, and outside agencies.
- Serve as the primary point of contact for customers regarding their projects.
- Maintain notes and records within the City's plan review software regarding project status and issue resolution.
- Monitor project schedules and resolve conflicts.
- Attend project meetings.

Horrocks will provide the scope of services set forth herein for a **total lump sum fee of $498,179.22.** Project related direct reimbursable expenses (e.g. vehicle, mileage, equipment, etc.) are included in the lump sum fee amount.

Our team appreciates the opportunity to continue supporting the City and looks forward to performing this work. Should you have any questions regarding this submittal, please do not hesitate to contact me at (520) 405-7680 or erink@horrocks.com.

Sincerely,



Erin Kline, PE
Principal, Horrocks
P: 520-405-7680 | E: erink@horrocks.com

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EXHIBIT "B"
COMPENSATION AND FEES

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Horrocks.

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	**UTILITY WORK INSPECTIONS**	
1.1	On-call Inspections (12 months)	$316,800.00
1.2	On-call Plan & Permit Review (12 months)	$147,250.00
1.3	Approved Overtime Allowance (5 hours/month)	$10,406.40
	SUBTOTAL TASK 1:	**$474,456.40**
ALLOWANCES		
Owner's Allowance		$23,722.82
	SUBTOTAL ALLOWANCES:	**$ 23,722.82**
	PROJECT TOTAL:	**$498,179.22**

Erin S. Kline, PE, Principal

11/18/2025
Date

(602) 454-1800 | info@horrocks.com | Horrocks.com
2600 N. Central Ave. Suite 550, Phoenix, AZ 85004

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Horrocks.

COST PROPOSAL SUMMARY FOR

CONTRACT NO.	**TBD**
FIRM NAME	**Horrocks LLC**
TASK DESCRIPTION	**TUF Inspection & Plan Review**
NOTES	**Days = 22 Working Days/Month x 12 Months = 264 Days** **Hours = 264 Days x 8 Hours/Day = 2112 Hours** **Overtime = 12 Months x 5 Hours/Month = 60 Hours**

DIRECT LABOR:

Classification	Contract Rate	Manhours	Estimated Labor Costs
Construction Inspector*	$150.00	2,112	$316,800.00
Construction Inspector Overtime*	$173.44	60	$10,406.40
Plan & Permit Reviewer	$155.00	950	$147,250.00

(Overtime = hours in excess of 40 hours per week.)

*Includes: vehicle + mileage, computer, and equipment

SUBTOTAL Labor Expenses: $474,456.40

DIRECT EXPENSES:	Total	Unit	Estimated Costs
Owner's Allowance (5%)	1	LS	$23,722.82

SUBTOTAL Direct Expenses: $23,722.82

TOTAL ESTIMATED COST: **$498,179.22**

Erin S. Kline, PE, Horrocks Principal

11/18/2025
Date

(602) 454-1800 | info@horrocks.com | Horrocks.com
2600 N. Central Ave. Suite 550, Phoenix, AZ 85004

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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

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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.

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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.

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EXHIBIT “D”
SPECIAL CONDITIONS

N/A

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EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

N/A

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EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. DS25-025

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
Jaya Velagapudi, Digital Delivery Service Administrator
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. 240180, On-Call Subsurface Utility Engineering (SUE) Services, for the period of one year, beginning January 1, 2026, through December 31, 2026, in a combined amount not to exceed $2,227,072.

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 2025-26 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 on-call subsurface utility engineering (SUE) services. 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	$2,227,072	Y

City Council Memorandum **Economic Development** **Memo No.** ED26-011

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Micah Miranda, Economic Development Director
From: Edyie McCall, Economic Development Senior Program Manager
Subject: Resolution No. 5944, authorizing support for a Foreign Trade Zone application for Essai, Inc., a subsidiary of Advantest America, Inc.; authorizing support for a property tax reclassification from class one to class six for all new personal property; authorizing the execution of an Intergovernmental Agreement between the City of Chandler and the City of Phoenix; and authorizing the Mayor to sign the Resolution and related documents as approved by the City Attorney.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5944, authorizing support for a Foreign Trade Zone (FTZ) application for Essai, Inc., a subsidiary of Advantest America, Inc.; manufacturing facilities located at 280 S 79th Street and 4111 W Saturn Way; authorizing support for a property tax reclassification from class one to class six for all new personal property; and authorizing the Mayor to sign the Resolution and related Intergovernmental Agreement between the City of Chandler and the City of Phoenix, as approved by the City Attorney.

Background:

Advantest Corporation is a global leader in semiconductor test equipment, providing advanced testing solutions that power the world's most innovative electronics. Headquartered in Tokyo, Japan, and listed on the Tokyo Stock Exchange under ticker symbol "6857," Advantest employs more than 7,000 people worldwide and generated approximately ¥780 billion (about $5 billion USD) in revenue during its most recent fiscal year. Its U.S. subsidiary, Advantest America, Inc., based in San Jose, California, manages North American operations, research and development, and customer support with an estimated 500–1,000 U.S. employees. Essai, Inc., a subsidiary of Advantest America located in

Chandler, Arizona, specializes in test sockets, used for semiconductor parts testing.

In late 2021, the City's Economic Development Division began engaging with Advantest America, Inc. regarding a new manufacturing operation and Essai, Inc.'s relocation from San Jose, California and Phoenix, AZ. The company conducted a competitive site selection process evaluating multiple metropolitan areas outside of Arizona and several cities within the Greater Phoenix area. Over the past five years, the project has created 216 jobs in Chandler with an average wage of $73,891. In addition, the company purchased two parcels of land, an office building at 280 S 79th Street and built a 157,000 sq ft building and parking garage at 4111 W Saturn Way in the Stellar Airpark. To date, the combined capital investment for these projects totals approximately $137,624,131.

Obtaining a Foreign Trade Zone (FTZ) designation for Essai's facilities was an important factor in the company's decision to locate in Chandler. FTZ status provides several benefits to exporters, including paying reduced duty rates on manufactured products. Within Arizona, activated FTZ sites are also eligible for a property tax reclassification benefit. Real and personal property can be reclassified from class one to class six property, which carries a lower assessment ratio (5% instead of 16%).

Essai, Inc., a subsidiary of Advantest America, Inc. has requested City support to obtain FTZ status and the associated property tax reclassification benefit. In consideration of this support, the company has agreed to pursue reclassification only for new personal property located within its Chandler FTZ sites.

To obtain the property tax reclassification benefit, the company must provide concurrence letters from each taxing jurisdiction that would be affected by the reclassification. The company's FTZ consultant is responsible for requesting these letters and this process has begun with Kyrene Elementary District and Tempe Union High School District. The resolution included with this Council item would serve as the City of Chandler's concurrence affidavit.

To obtain FTZ status, an application must eventually be submitted to the federal Foreign Trade Zones Board. The application would first be submitted to the City of Phoenix, which serves as grantee for FTZ No. 75, covering Chandler and other areas in Metro Phoenix. If Chandler City Council approves this resolution with authorization to enter into an intergovernmental agreement with the City of Phoenix, the next step would be for the City of Phoenix to submit Essai, Inc.'s application to the Foreign Trade Zones Board requesting the designation of an FTZ subzone at the sites under consideration in Chandler.

Financial Implications:

Approval of this resolution would authorize property tax reclassification from class one to class six for all new personal property. This is a statutory benefit available in Arizona for companies that receive Foreign Trade Zone status.

Attachments

Resolution No. 5944

Intergovernmental Agreement

Essai, FTZ Red Boundary Map

RESOLUTION NO. 5944

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING SUPPORT FOR A FOREIGN TRADE ZONE APPLICATION FOR ESSAI, INC., A SUBSIDIARY OF ADVANTEST AMERICA, INC. FOR MANUFACTURING FACILITIES LOCATED AT 280 S. 79TH STREET AND 4111 W SATURN WAY; AUTHORIZING SUPPORT FOR A PROPERTY TAX RECLASSIFICATION FROM CLASS ONE TO CLASS SIX FOR ALL NEW PERSONAL PROPERTY AT THESE SITES; AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE CITY OF PHOENIX IN SUPPORT OF SAME.

WHEREAS, Essai, Inc., a subsidiary of Advantest America, Inc. ("Essai") is a leading manufacturer of design and sales of test sockets for testing semiconductors and has purchased and located to an existing facility at 280 S. 79th Street and built a new manufacturing facility at 4111 W Saturn Way in Chandler (collectively, the "Site"); and

WHEREAS, the City's cooperation and support in seeking a Foreign Trade Zone ("FTZ") designation for Essai's facilities was an important factor in Essai's decision to locate its industrial facilities in Chandler; and

WHEREAS, without receiving FTZ designation for its industrial facilities and a property tax reclassification from class one to class six for all new personal property, Essai is put at a competitive disadvantage, which is detrimental to the economy of the City of Chandler, as well as the State of Arizona; and

WHEREAS, Chandler desires to support Essai in applying for FTZ Operator status at the Site under FTZ No. 75, if Essai agrees to not pursue reclassification of any real property at the Site to class six; and

WHEREAS, Essai is agreeable to such limitation on state tax treatment; and

WHEREAS, the City of Phoenix has received a grant from the federal Foreign-Trade Zones Board to establish FTZ No. 75 and Chandler does not have any such grant of authority; and

WHEREAS, Phoenix is willing to submit an application to the Foreign-Trade Zones Board on behalf of Essai for the property at the Site to be established, operated, and maintained as a foreign-trade zone usage driven site.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Authorizing support for a FTZ application for the Essai manufacturing facility located at 280 S. 79th St. and 4111 W Saturn Way, and authorizing the Acting City Manager or designee to submit such documents or statements as may be necessary to establish Chandler's support of Essai's

application.

Section 2. Authorizing support for a property tax reclassification from class one to class six for all new personal property at the site and authorizing the Acting City Manager or designee to submit such documents or statements as may be necessary to establish Chandler's support of the tax reclassification for new personal property at the Site.

Section 3. Authorizing the Mayor to execute an Intergovernmental Agreement between Chandler and Phoenix to memorialize the agreement of the two cities to work together to assist Essai in its efforts to obtain FTZ Operator status for the Site, a copy of which is attached to this Resolution as Exhibit "A".

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of December, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5944 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, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit A

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF CHANDLER AND THE CITY OF PHOENIX

(TO ESTABLISH ESSAI INCORPORATED, A SUBSIDIARY OF ADVANTEST AMERICA INCORPORATED, WITHIN A FOREIGN-TRADE ZONE)

This INTERGOVERNMENTAL AGREEMENT **("Agreement")** is made and entered into this _____ day of _____, 2025 **("Effective Date")**, by and between the City of Chandler **("Chandler")**, a municipal corporation duly organized and existing under the laws of the State of Arizona, and the City of Phoenix **("Phoenix")**, a municipal corporation duly organized and existing under the laws of the State of Arizona. Chandler and Phoenix are sometimes referred to collectively as **"Parties"** and individually as a **"Party."**

RECITALS

A. Chandler is empowered to enter into this Agreement under A.R.S. § 11-952, as amended, and has authorized the undersigned to execute this Agreement on behalf of Chandler by resolution, a copy of which is attached to this Agreement as **Exhibit A** and incorporated by reference.

B. Phoenix is empowered to enter into this Agreement under A.R.S. § 11-952, as amended, and has authorized the undersigned to execute this Agreement on behalf of Phoenix by resolution, a copy of which is attached to this Agreement as **Exhibit B** and incorporated by reference.

C. Phoenix has received a Grant (Board Order 185, dated March 25, 1982) from the Foreign-Trade Zones Board **("Board")** to establish FTZ No. 75, and the alternative site framework format for FTZ No. 75 was approved by the Board in a notice published on October 20, 2010 in 75 Fed. Reg. 64708.

D. Chandler does not have a grant of authority to establish a Foreign-Trade Zone.

E. Essai Inc. **("Essai")**, a subsidiary of Advantest America, Inc., operates facilities on certain real property within the City of Chandler located at 280 S. 79th Street, Chandler, Arizona 85226 (APN 301-90-471) and 4111 W. Saturn Way, Chandler, Arizona 85226 (APN 301-89-007W) (collectively, **"Site"**) and desires to have the Site designated as a foreign-trade zone **("Zone Site")**. The Site as shown in **Exhibit C**, which is attached to this Agreement and incorporated by reference, is utilized for the manufacture of Test Sockets, which are used for Semiconductor part testing.

F. Chandler desires to assist Essai in obtaining approval from the Board to establish, operate, and maintain a foreign-trade zone at the Zone Site.

G. Phoenix is willing to submit an application to the Board on behalf of Essai **("Application")** for a minor boundary modification to establish, operate, and maintain a foreign-trade zone at the Zone Site to demonstrate its interest in a cooperative regional effort to encourage the retention and expansion of business in the greater metropolitan area.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained and described herein, the parties agree as follows:

I. Statutory Requirements

1. Purpose – Ariz. Rev. Stat. § 11-952(B)(2). The purpose of this Agreement is to memorialize Chandler's and Phoenix's agreement to work together to assist Essai in its efforts to obtain foreign-trade zone status for the Zone Site and to assure Phoenix that the establishment, operation, and maintenance of a foreign-trade zone status at the Zone Site, including any unsuccessful efforts made in respect thereto, shall be accomplished without any cost or liability whatsoever to Chandler or Phoenix.

2. Duration – Ariz. Rev. Stat. § 11-952(B)(1). This Agreement shall take effect and become operative as of its **Effective Date** provided above, after the latter of when the approved by both Chandler's and Phoenix's respective City Councils and the date it is executed by the duly authorized officials of each of the Parties. This Agreement will continue in duration for the term of the Foreign-Trade Zone Operations Agreement **("Operations Agreement")**, which is to be negotiated and executed between Phoenix and Essai pursuant to **§§ 7 and 8** below, until that Operations Agreement terminates or otherwise expires unless this Agreement is terminated earlier in accordance with **§ 4** below. The Parties do not intend that the term of this Agreement shall exceed any limitation imposed by law, including without limitation the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with the Agreement's term.

3. Manner of Financing/Budgeting – Ariz. Rev. Stat. § 11-952(B)(3). Funding for Chandler's and Phoenix's respective responsibilities under this Agreement are annually approved by Chandler's and Phoenix's respective City Councils when they approve their annual budgets.

4. Termination – Ariz. Rev. Stat. § 11-952(B)(4). This Agreement will terminate upon the earliest occurrence of the following:

4.1. the Agreement reaches the end of its term;

4.2. the Parties mutually agree to terminate this Agreement by formal amendment signed by the Parties;

4.3. one Party is in default of its obligations and fails to institute required corrective actions (*see* **§ 26** below); or

4.4. one Party provides the other Party with a Notice to terminate at least **180 calendar days** before the effective termination date, with each Party to bear its own costs and expenses incurred as a result of that termination.

5. Separate Legal Entity – A.R.S. § 11-952(B)(5). This **Section** is intentionally left blank.

6. Other Necessary Matters – A.R.S. § 11-952(B)(6). *See* **§ II (Responsibilities)** below.

II. Responsibilities

7. Chandler's Obligations. Chandler's responsibilities under this Agreement include the following:

7.1. Facilitate the negotiation and execution of an Operations Agreement, if any, between Phoenix and Essai;

7.2. Support the Application process;

7.3. Notify Phoenix when Chandler desires enforcement of Phoenix's right to terminate the Operations Agreement if Essai, without the prior approval of Chandler and in breach of the Operations Agreement, either seeks or obtains property tax reclassification under Arizona Revised Statutes **("A.R.S.")** § 42-12006(2) **("Reclassification Statute")** for real property at the Zone Site; and

7.4. Take all action requested by Phoenix related to enforcement of the provisions referred to in **§ 7.3** above.

8. Phoenix's Obligations. Phoenix's responsibilities under this Agreement include the following:

8.1. Conduct operations in good faith with Essai; and

8.2. Enter into an Operations Agreement with Essai for operation of the Zone Site, which shall contain provisions that: (a) Essai must be responsible for all costs related to the Zone Site that are incurred by Phoenix and Chandler, and (b) Phoenix may terminate the Operations Agreement if Phoenix is advised by Chandler that Essai has sought or obtained a real property tax classification under the Reclassification Statute.

8.3. To provide in the Operations Agreement that: (a) Phoenix may seek revocation of Essai's personal property tax classification under the Reclassification

Statute if Essai fails to comply with its obligations under the Operations Agreement; and (b) Essai shall not seek or obtain property tax classification under the Reclassification Statute for the real property improvements at the Zone Site. Nothing in this section prevents Essai from seeking personal property tax classification under the Reclassification Statute.

9. Indemnity. 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.

10. Acknowledgements.

10.1. The Parties acknowledge that 15 C.F.R § 400.49 provides for monitoring and reviews of foreign-trade zone operations and activity. Section 400.49(c) provides that the Board or the Commerce Department's Assistant Secretary for Import Administration may restrict or prohibit zone activity that it finds is no longer in the public interest and the Board has authority under 14 C.F.R. § 400.61 to revoke a grant of authority to operate a zone for cause.

10.2. Chandler acknowledges that both Chandler and Essai have determined that it would be detrimental to the public interest if Essai were to seek and obtain real property tax classification under the Reclassification Statute in breach of the Operations Agreement.

11. Notices. Any notice, demand, or other communication **("Notice")** given or to be given, by either Party to the other, shall be given in writing, by certified mail, and shall be addressed to the Parties at the addresses set forth below, or at such other address as the Parties may otherwise designate by given Notice. Any Notice shall be deemed received upon **actual receipt** or **three (3) business days** after deposit in the United States mail, whichever date is earlier.

11.1. <u>To Phoenix</u>

Community & Economic Development Director
City of Phoenix
200 West Washington Street, 20th Floor
Phoenix, Arizona 85003-1611

and

City Clerk

City of Phoenix
200 West Washington Street, 15th Floor
Phoenix, Arizona 85003-1611

and

City Attorney
City of Phoenix
200 West Washington Street, 13th Floor
Phoenix, Arizona 85003-1611

11.2. To Chandler

City Manager
City of Chandler
P.O. Box 4008, Mail Stop 605
Chandler, Arizona 85244-4008

and

City Attorney
P.O. Box 4008, Mail Stop 602
Chandler, Arizona 85244-4008

III. General Provisions

12. Recitals and Captions: The Parties acknowledge that recitals set forth above are true and correct and are incorporated into this Agreement by reference. The captions in this Agreement are merely for reference, and not to construe or limit the text.

13. Governing Law and Jurisdiction. The laws of the State of Arizona will govern this Agreement, both as to interpretation and performance. Any citations to a statute in this Agreement refer to the version of that statute in effect when the Parties execute this Agreement. ARIZ. REV. STAT. §§ 12-133 and 12-1518 may require arbitration of a dispute. Otherwise, the dispute is subject to the jurisdiction of the Maricopa County Superior Court.

14. Compliance with Laws. The Parties will comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and executive orders, including those governing equal employment opportunity, immigration, nondiscrimination, and the Americans with Disabilities Act.

15. Mutual Benefits. In making the promises contained in this Agreement, the Parties agree that certain benefits and advantages will accrue for each Party by performance of this Agreement, so they enter this Agreement in reliance on the mutual benefits afforded each Party.

16. No Adverse Inference. This Agreement shall not be construed more strongly against one Party or the other. The Parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one Party than the other shall be used in interpreting this Agreement.

17. Successors and Assigns. The Parties bind themselves and their successors, assigns, and legal representatives to this Agreement's covenants. A Party may not assign or otherwise transfer its interest in this Agreement without the other Party's written consent and formal amendment to this Agreement signed by the Parties. Any attempt to assign otherwise is void.

18. No Agency Created. Nothing in this Agreement: **(a)** creates any partnership, joint venture, or agency relationship between the Parties; or **(b)** gives any right or cause of action for the benefit of any person, firm, organization, or corporation that is not a Party here.

19. No Third-Party Beneficiaries or Agency. Nothing in this Agreement gives any rights or benefits to anyone but the Parties. All duties and responsibilities undertaken under this Agreement are for the exclusive benefit of the Parties—and not any other party. This Agreement does not create a contractual relationship with any third party or otherwise establish any third-party beneficiaries. No third party may enforce the terms and conditions of this Agreement.

20. Conflict of Interests. The Parties acknowledge that this Agreement is subject to cancellation within three years under ARIZ. REV. STAT. § 38-511 in the event of a conflict of interest for a Party's official/employee. No official/employee of the Parties may: have any direct or indirect interest in this Agreement; or participate in any decision relating to the Agreement that is prohibited by law.

21. No Payment of Consideration for Agreement. The Parties warrant that they have not paid or given—and will not pay or give—any third person any money or other consideration for obtaining this Agreement.

22. Entire Agreement. This Agreement expresses the full agreement and understanding of the Parties, superseding all prior written or oral communications.

23. Modification. This Agreement's terms may *not* be modified, supplemented, amended, or otherwise changed except by formal amendment signed by the Parties. There will be no oral modification of this Agreement.

24. Severability. If any provision or application of this Agreement is invalid or illegal, then the Agreement's remainder endures unaffected and enforceable to the fullest extent permitted by law—so long as the severability does not defeat this Agreement's fundamental purposes.

25. Counterparts. The Parties may sign this Agreement in counterparts, and each counterpart will be effective and enforceable as though it were the original agreement.

26. Default. A Party shall be deemed in default under this Agreement upon failure of such Party to observe or perform any material covenant, condition, or agreement on its part to be observed or performed under this Agreement, and the continuance of such failure for a period of **30 days** after Notice is given by the other Party. Such Notice shall specify the failure and request it be remedied within **30 days**, unless the Party giving Notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the Notice cannot be corrected within the applicable period, it will not give rise to a default under this Agreement if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected.

27. Default Rights/Remedies. In the event of default under this Agreement, the non-defaulting Party will have all rights and remedies available to it at law or in equity. The exercise by any Party of one or more such rights or remedies will not preclude that Party from exercising—at a different time—any other rights or remedies for the same default or any other default by the defaulting Party**.**

28. Nonliability of Officials and Employees. In the event of any default or breach by any Party, no official or employee of that Party will be personally liable for any payments or other obligations due under this Agreement.

29. No Waiver. A Party may not construe the failure or delay of the other Party to enforce—or require performance of—any of this Agreement's provisions to be a waiver of that provision. Such failure or delay will not affect the validity of any part of this Agreement or the rights of the Parties to enforce every provision.

30. Additional Documents/Actions. The Parties agree to execute and deliver all documents and take all actions reasonably necessary to implement and enforce this Agreement.

31. Force Majeure. The Parties will *not* be responsible or otherwise liable, or deemed in breach of this Agreement, for any delay in the performance of this Agreement's obligations to the extent caused by circumstances beyond its control, without the fault or negligence, that could *not* have been prevented by their exercise of due diligence (such as fires, natural disasters, riots, wars, and unavoidable or unforeseeable site conditions).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

CITY OF CHANDLER

Kevin Hartke
Mayor

ATTEST:

Chandler City Clerk

APPROVED AS TO FORM:

Kelly Schwab
City Attorney

CITY OF PHOENIX

Ed Zuercher, City Manager

Ryan Touhill
Community & Economic
Development Director

ATTEST:

Phoenix City Clerk

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

Micah Ray Alexander
Assistant Chief Counsel

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Kelly Schwab
City Attorney

Micah Ray Alexander
Assistant Chief Counsel

Exhibit A

[INSERT CHANDLER RESOLUTION]

Exhibit B

RESOLUTION 21870

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT ALL FUTURE APPLICATIONS TO THE FOREIGN-TRADE ZONE BOARD OF THE U.S. DEPARTMENT OF COMMERCE TO STREAMLINE THE FOREIGN-TRADE ZONE APPLICATION PROCESS AND PROVIDE A MORE EFFICIENT DELIVERY OF SERVICE FOR APPLICANTS NOT REQUESTING PROPERTY TAX RECLASSIFICATION FOR FOREIGN-TRADE ZONE PROPERTY LOCATED WITHIN THE CITY OF PHOENIX; FURTHER AUTHORIZING TO ENTER INTO FOREIGN-TRADE ZONE OPERATIONS AGREEMENTS AND ANY OTHER NECESSARY DOCUMENTATION WITH FURTURE APPLICANTS; AND FURTHER AUTHORIZING THE CITY TREASURER TO ACCEPT FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager or his designee is hereby authorized on behalf of the City of Phoenix, as Grantee of Foreign Trade Zone (FTZ) No. 75, to submit all future applications to the Foreign-Trade Zone Board of the U.S. Department of Commerce to streamline the FTZ application process and provide a more efficient delivery of service for applicants not requesting property tax reclassification for FTZ property located within the City of Phoenix. If property tax reclassification for activated FTZ pursuant to Arizona law (A.R.S. 42-12006) is requested for any site within the City

of Phoenix boundaries, a request will be placed on a City Council meeting agenda for consideration and authorization. Each new contract term will be 20 years unless the FTZ designation terminates sooner.

SECTION 2. That the City Manager or his designee is hereby authorized to enter into a FTZ Operations Agreement (Agreement), and any other necessary agreements or documents with future applicants.

SECTION 3. The City Treasurer is authorized to accept funds for the purposes of this Ordinance.

PASSED by the Council of the City of Phoenix this 21st day of October, 2020.

MAYOR

ATTEST:

Denise Archibald, City Clerk

APPROVED AS TO FORM:
Cris Meyer, City Attorney

BY: Julie Kriegh (Oct 16, 2020 15:41 PDT)
Julie Kriegh, Chief Assistant City Attorney DRL
DRL

REVIEWED BY:

Ed Zuercher, City Manager

DRL:rb:**LF20-2376**:10/21/20:2214952_1

Exhibit C

[INSERT SITE MAP]

4111 W Saturn Way
and
280 S. 79th St.
1st & 2nd Floors of Both Buildings



CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Ryan Peters, Deputy City Manager
From:	Mike Hollingsworth, Facilities & Fleet Director
Subject:	Purchase of Facility Disaster Recovery and Remediation Services

Proposed Motion:

Move City Council approve Agreement No. FF2-926-4522, Amendment No. 3, 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, 2025, through December 14, 2026.

Background/Discussion:

This item establishes on-call disaster recovery and remediation services for City buildings and facilities. The scope of work includes, but is not limited to, disaster restoration, asbestos abatement, and microbial remediation. Services may be performed as part of planned facility work or in response to emergency events requiring immediate action.

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, 2025, through December 14, 2026.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6210.6BF628	General Gov't Capital Projects	Existing City Building Renov/Repais	$250,000	Y

Attachments

Amendment 3 EHS
Amendment 3 EVDS
Amendment 3 Phoenix
Amendment 3 Titan

Docusign Envelope ID: E6F4C253-3651-4BE4-9A2A-0646CA4E89D2

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

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 EHS Restoration, LLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (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, 2022 through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was extended by Amendment No. 1 to December 15, 2023, through December 14, 2024,; and

WHEREAS, the term of the Agreement was extended by Amendment No. 2 to December 15, 2024, through December 14, 2025; 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 third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

Docusign Envelope ID: E6F4C253-3651-4BE4-9A2A-0646CA4E89D2

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, 2025, through December 14, 2026.

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. 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: _____

FOR THE CONTRACTOR

By: Keith Pomonis

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

Certificate Of Completion

Envelope Id: E6F4C253-3651-4BE4-9A2A-0646CA4E89D2
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Subject: Complete with Docusign: 4522 Amendment 3 EHS Legal.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
Holder: Saranna Davidson
Location: DocuSign
11/17/2025 | 10:55 AM
Saranna.Davidson@chandleraz.gov
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Chandler
Location: Docusign

Signer Events	Signature	Timestamp
Keith Pomonis keith@ehsrestoration.com President Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 70.166.158.221	Sent: 11/17/2025 | 11:22 AM Viewed: 11/17/2025 | 11:33 AM Signed: 11/17/2025 | 11:34 AM
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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		
Daniel L Brown for 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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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

Keith Pomonis

keith@ehsrestoration.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/17/2025 | 11:33 AM
ID: 1ddf8bb6-574a-47a1-a9b7-265b1e91fbd3

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2025 | 11:22 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.

Docusign Envelope ID: 9485544B-257C-45A0-BA66-0069CAE6C3D6

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

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 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 _____ , 2025 (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, 2022, through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was extended by Amendment No. 1 to December 15, 2023, through December 14, 2024; and

WHEREAS, the term of the Agreement was extended by Amendment No. 2 to December 15, 2024, through December 14, 2025; 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 third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

Docusign Envelope ID: 9485544B-257C-45A0-BA66-0069CAE6C3D6

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, 2025, through December 14, 2026.

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. 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: _____

FOR THE CONTRACTOR

By: Joshua Gonzales

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

Certificate Of Completion

Envelope Id: 9485544B-257C-45A0-BA66-0069CAE6C3D6
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
11/17/2025 | 10:45 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)	 Signature Adoption: Pre-selected Style Using IP Address: 24.248.5.50	Sent: 11/17/2025 | 10:51 AM Viewed: 11/17/2025 | 01:23 PM Signed: 11/17/2025 | 01:24 PM
Electronic Record and Signature Disclosure: Accepted: 11/17/2025 | 01:23 PM ID: 2c7a360b-633c-4356-bef0-89a02cc22dcb		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Daniel L Brown for 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: 11/17/2025 | 01:24 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

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	11/17/2025 | 10:51 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:

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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

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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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- 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: 64219639-8AA8-4018-A528-265398D350A8

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

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 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 _____ , 2025 (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, 2022, through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was extended by Amendment No. 1 to December 15, 2023, through December 14, 2024,; and

WHEREAS, the term of the Agreement was extended by Amendment No. 2 to December 15, 2024, through December 14, 2025,; 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 third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

Docusign Envelope ID: 64219639-8AA8-4018-A528-265398D350A8

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, 2025, through December 14, 2026.

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. 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: _____

FOR THE CONTRACTOR

By: Chad VanMoorleheem

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Certificate Of Completion

Envelope Id: 64219639-8AA8-4018-A528-265398D350A8
Status: Sent
Subject: Complete with Docusign: 4522 Amendment 3 Phoenix Legal.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
11/17/2025 | 10:28 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
Chad VanMoorlehem chad@phxenv.com President Security Level: Email, Account Authentication (None)	Chad VanMoorlehem Signature Adoption: Pre-selected Style Using IP Address: 2600:1011:b137:f270:780b:a40a:403:f356 Signed using mobile	Sent: 11/17/2025 | 10:43 AM Viewed: 11/17/2025 | 10:44 AM Signed: 11/17/2025 | 10:44 AM
Electronic Record and Signature Disclosure: Accepted: 11/17/2025 | 10:44 AM ID: 8dfe06cc-71f0-450c-841b-55a1b6856165		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Daniel L Brown for 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: 11/17/2025 | 10:44 AM

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: 11/17/2025 | 10:44 AM
ID: 8dfe06cc-71f0-450c-841b-55a1b6856165

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2025 | 10:43 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

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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:

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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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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: 2F33D717-EB3E-4F42-87CA-C61A43916300

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

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 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 _____ , 2025 (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, 2022, through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was extended by Amendment No. 1 to 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 extended by Amendment No. 2 to December 15, 2024 through December 14, 2025, 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 third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

Docusign Envelope ID: 2F33D717-EB3E-4F42-87CA-C61A43916300

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, 2025 through December 14, 2026.

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. 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: _____

FOR THE CONTRACTOR

By: Kaleb Hurelkeld

Its: Director of Risk Response

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

Certificate Of Completion

Envelope Id: 2F33D717-EB3E-4F42-87CA-C61A43916300
Status: Sent
Subject: Complete with Docusign: 4522 Amendment 3 Titan Legal.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
11/17/2025 | 01:05 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: 2600:1011:b181:e7b4:dc09:a111:ab44:e74d Signed using mobile	Sent: 11/17/2025 | 01:10 PM Resent: 11/18/2025 | 01:53 PM Resent: 11/19/2025 | 02:17 PM Viewed: 11/19/2025 | 04:33 PM Signed: 11/19/2025 | 04:33 PM
Electronic Record and Signature Disclosure: Accepted: 11/19/2025 | 04:33 PM ID: 17966cfd-2060-4042-b30d-137e0db4b3c5		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Daniel L Brown for 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: 11/19/2025 | 04:33 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

Kaleb Threlkeld

kaleb@titan911.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/19/2025 | 04:33 PM
ID: 17966cfd-2060-4042-b30d-137e0db4b3c5

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2025 | 01:10 PM
Envelope Updated	Security Checked	11/19/2025 | 02:16 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.

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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 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Ryan Peters, Deputy City Manager
From: Mike Hollingsworth, Facilities & Fleet Director
Subject: Purchase of Doors, Locking Systems, Door Hardware, and Operable Walls

Proposed Motion:

Move City Council approve the purchase of doors, locking systems, door hardware, and operable walls, from C & I Show Hardware and Security Systems Inc., utilizing the State of Arizona Contract No. CTR074544, in an amount not to exceed $250,000, for the period of one year beginning January 1, 2026, through December 31, 2026.

Background/Discussion:

The City maintains numerous access-controlled doors throughout its facilities. This agreement authorizes C & I Show Hardware to provide maintenance, repairs, installations, and necessary hardware for these systems. Services include, but are not limited to, work on access card readers, door position switches, proximity sensors, electrified locksets, door control pads, and door operators, as needed across City facilities.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for the purchase of doors, locking systems, door hardware, and operable walls. 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 December 31, 2026.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6210.6BF628	General Gov't Capital Projects	Existing City Bldg Renov/Repairs	$250,000	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Fire Memo No.

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
From: Haley Bartosik, Senior Management Analyst
Subject: Resolution No. 5963 Authorizing a Grant Agreement with the Governor's Office of Highway Safety for the Federal Fiscal Year (FFY) 2026 Award to Continue the Child Safety Seat Clinic Program in the amount of $48,304.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5963 approving a Grant Agreement with the Governor's Office of Highway Safety for the Federal Fiscal Year 2026 award in the amount of $48,304 to continue the Child Safety Seat Clinic Program.

Background:

The Chandler Fire Department (CFD) has been awarded a Governor's Office of Highway Safety Grant in the amount of $48,304. The grant was requested to continue funding for the Child Safety Seat Clinic program for the period of October 1, 2025 to September 30, 2026. The program anticipates the inspection and/or installation of over 1,000 child safety seats during the 2026 federal fiscal year. While at the Child Safety Seat Clinics, participants will be provided with educational resources related to child motor vehicle safety and up to 160 child safety seats will be provided to residents in need. This grant aids CFD in providing critical education and child safety seat installations and inspections to reduce the number of children injured or killed in motor vehicle accidents each year.

Clinics will continue to be held at the Public Safety Training Center. CFD's child passenger safety technicians (CPSTs) will participate in regional events sponsored by SafeKids, the Governor's Office of Highway Safety, and/or in conjunction with community-wide events in Chandler. All child safety seat

inspections will be provided by CFD personnel with CPST certification. Technicians will also participate in a regional safety event and a child safety seat clinic event for Spanish-speaking families in partnership with Mercy Gilbert Medical Center and the Chandler CARE Center during the course of the award period. CFD will continue to cover the cost of technician certification.

Financial Implications:

This grant is reimbursable and does not require matching funds.

Attachments

Resolution No. 5963

AZGOHS Grant Agreement

AZGOHS Award Letter

RESOLUTION NO. 5963

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A GRANT AGREEMENT WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE FISCAL FEDERAL YEAR 2026 AWARD IN THE AREA OF OCCUPANT PROTECTION TO CONTINUE THE CHILD SAFETY SEAT CLINIC PROGRAM IN AN AMOUNT NOT TO EXCEED $48,304; AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY OTHER DOCUMENTS AND TAKE ALL OTHER ACTION NECESSARY OR APPROPRIATE.

WHEREAS, the Governor's Office of Highway Safety (GOHS) sought proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the Chandler Fire Department (CFD) submitted a request for grant funding to the GOHS and in return received written confirmation of award approval in the amount of $48,304 to continue its Child Safety Seat Clinics and child safety seat installations by CFD's child safety passenger safety technicians; and

WHEREAS, CFD has determined that it can comply with the terms of the GOHS grant application requirements and use the awarded funds in the manner described in the grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves a grant agreement with GOHS in substantially the form attached hereto as Exhibit "A" and authorizes the acceptance of GOHS grant funds in an amount not to exceed $48,304.

Section 2. Authorizes the Mayor, or his designee, to sign the grant agreement with GOHS on behalf of the City of Chandler.

Section 3. Authorizes and directs the Fire Chief of CFD, or designee, to execute all other documents, certifications and/or assurances as may be required and take all other action necessary or appropriate to carry out the purposes of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this_____ day of December, 2025.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5963 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, 2025, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DMG

EXHIBIT “A”

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A37526300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Chandler Fire Department	**GOHS GRANT NUMBER:** **2026-OP-004**
	ADDRESS PO Box 4008, MS 801, Chandler, Arizona 85244	**PROGRAM AREA:** **402-OP**
2.	**GOVERNMENTAL UNIT** City of Chandler	**AGENCY CONTACT:** Robert Steele
	ADDRESS PO Box 4008, MS 605, Chandler, Arizona 85244	**3. PROJECT TITLE:** Occupant Protection Awareness and Education Overtime, Materials and Supplies (Car Seats, Buckle Guards)
4.	**GUIDELINES:** 402–Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Car Seats, Buckle Guards to enhance Occupant Protection throughout the City of Chandler.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2026**
I.	**Personnel Services**	$22,033.00
II.	**Employee Related Expenses (36.16%)**	$7,967.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$18,304.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$48,304.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2026
CURRENT GRANT PERIOD	**FROM:** 10-01-2025	**TO:** 09-30-2026

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $48,304.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Organization Size: 256

Total Population in city/town or county served: 287,357

County Served: Maricopa County

Agency Problem/Attempts to Solve Problem:

According to the most recent Arizona Department of Transportation (AZDOT) Crash Fact data, there was a 0.98% decrease in the number of fatal motor vehicle accidents from 2022 to 2023. Over the past five years, the overall number of fatal crashes have increased by 33%. Unfortunately, in 2023, children 14 years of age and younger accounted for 36 fatalities which is an increase from the previous year's total of 29, demonstrating the vulnerability of that age group. This application addresses the need for increased vehicle occupant protection for children residing in Chandler and its surrounding communities. The Chandler Fire Department's goal is to reduce the number of children injured or killed in motor vehicle accidents through evidence-based education, by installing Child Safety Seats (CSSs), and distributing CSSs to families in need.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Car Seats, Buckle Guards to enhance Occupant Protection throughout the City of Chandler.

How Agency Will Solve Problem with Funding:

Child Passenger Safety Technicians (CPSTs) will provide training and education to caregivers on how to evaluate and install their child's CSS. CFD anticipates that in the 2026 federal fiscal year, its CPSTs will inspect and install over 1,000 CSSs. While at the CSS clinics, families will be provided resources on child motor vehicle safety and up to 160 CSSs will be provided to low-income families. In partnership with Mercy Gilbert Medical Center and the Chandler CARE Center—a free medical clinic operated by the Chandler Unified School District—a regional safety event and a CSS event for low-income Spanish-speaking families will be held, respectively.

PROGRAM MEASURES:

Grant Agreement Objectives:

1. Conduct/participate in an average of 8 occupant restraint outreach/educational events each quarter during FFY 2026.

2. Distribute an average of 40 child safety seats to children in need each quarter during FFY 2026

3. Participate in one (1) regional CSS event, (1) event for low-income Spanish speakers, and one (1) City-Sponsored event in FFY 2026

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Car Seats, Buckle Guards to enhance Occupant Protection throughout the City of Chandler.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Chandler Fire Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Activities: Car Seats, Buckle Guards

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Chandler Fire Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	**October 15, 2026**
Final Statement of Accomplishments	**October 15, 2026**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Thomas Dwiggins, Fire Chief, Chandler Fire Department, shall serve as Project Director.

Robert Steele, Sr. Management Analyst, Chandler Fire Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$22,033.00
II.	Employee Related Expenses (ERE) (36.16%)	$7,967.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Car Seats, Buckle Guards**	$18,304.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$48,304.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Chandler Fire Department shall absorb any and all expenditures in excess of $48,304.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statues and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Ttitle VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. 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 primary tier 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 tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier 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 or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the 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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. 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.

J. 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

proposed for debarment under 48 CFR part 9, subpart 9.4, 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 the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. 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 record, making false statements, or receiving stolen property;

3. 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

4. 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.

B. Where the prospective primary 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 Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. 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 or debarment.

C. 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.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. 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.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

A. 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 participating in covered transactions by any Federal department or agency.

B. 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.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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.

B. 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.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, 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.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Thomas Dwiggins, Fire Chief Chandler Fire Department	Kevin Hartke, Mayor City of Chandler
_____	_____
_____ Date Telephone	_____ Date Telephone

APPROVED AS TO FORM:

_____
City Attorney
DMG

ATTEST:

_____
City Clerk

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Robert Steele

Title: Senior Management Analyst

Telephone Number: 480-782-2126 Fax Number: 480-782-2125

E-mail Address: Robert.Steele@chandleraz.gov

2. Agency's Fiscal Contact:

Name: Robert Steele

Title: Senior Management Analyst

Telephone Number: 480-782-2126 Fax Number: 480-782-2125

E-mail Address: Robert.Steele@chandleraz.gov

Federal Identification Number: 86-6000238

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

City of Chandler

Warrant/Check to be mailed to:

Chandler Fire Department

(Agency)

PO Box 4008, Mail Stop 801

(Address)

Chandler, AZ 85244

(City, State, Zip Code)

4. *Unique Entity Identifier:*

LCLUQVAO1WU4

(Unique Entity Identifier #)

175 S. Arizona Ave., Chandler, AZ 85244

(Registered Address & Zip Code)

Chandler Fire Department	GOHS HIGHWAY SAFETY GRANT	2026-OP-004

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-OP, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$48,304.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

ARIZONA
GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

1700 W Washington St, Exec. Tower Ste. 430
Phoenix, AZ 85007

602.255.3216

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
DIRECTOR

August 11, 2025

Fire Chief Thomas Dwiggins
Chandler Fire Department
PO Box 4008
Chandler, Arizona 85244

Re: **FFY 2026 GOHS Grant Agreement**

Grant No.:	Grant Description:	Award Amount:
2026-OP-004	Occupant Protection Education Overtime, M&S	$48,304.00

Dear Fire Chief Dwiggins:

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2026 commencing on October 1, 2025. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are pleased to be able to include your agency's submitted proposal(s) listed above in the **Arizona's FFY 2026 Annual Grant Application (AGA)** to the National Highway Traffic Safety Administration (NHTSA). However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change as we strive to make the best use of federal taxpayers' dollars.

All FFY 2026 grants will begin on October 1, 2025 as long as NHTSA approves the FFY 2026 AGA. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS project coordinator will be contacting you regarding your project(s) and your agency should have the grant(s) soon. **During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a grant agreement with your agency and it has been signed and executed by both parties.**

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety

CHANDLER arizona
Community of Innovation

City Council Memorandum Fire Memo No. N/A

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Tadd Wille, Assistant City Manager Thomas Dwiggins, Fire Chief
From:	Keith Hargis, Assistant Fire Chief
Subject:	Agreement for Fire Department Uniforms

Proposed Motion:

Move City Council approve Agreement No. FD5-200-4935, with Unie LLC., for Fire Department uniforms, in an amount not to exceed $600,000, for a nineteen-month period, January 5, 2026, through July 31, 2027, with the option of up to four additional one-year extensions.

Background/Discussion:

The Chandler Fire Department (CFD) contracts with a vendor to provide Department-approved uniforms. Members use an annual uniform allowance to purchase their individual uniforms. As uniforms are purchased throughout the year, amounts are deducted from each member's account. The account balances are tracked by the vendor and billing invoices are sent to Fire Administration monthly. This practice helps ensure Department members present the best appearance to the public and they are provided with uniform items that meet national standards for safety.

Evaluation:

On August 26, 2025, City staff issued a Request for Proposal for Fire Department Uniforms. Notification was sent to all registered vendors. Six responses were received from the following offerors:

030530 Uniforms, LLC. dba Ace Uniforms of Phoenix
Birdie Media LLC.

L.N. Curtis & Sons dba Curtis Blue Line
Larmie Collection, LLC.
Skaggs Companies, Inc.
Unie LLC.

The Evaluation Committee evaluated the proposals and recommends award to Unie LLC., which submitted the most advantageous offer to the City in accordance with the evaluation criteria. The term of this agreement is January 5, 2026, through July 31, 2027, 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
101.2210.5313	General	N/A	$600,000	N

Attachments

4935 Agreement - Unie LLC.

Docusign Envelope ID: CDC7D11E-F8F8-4A0D-878B-E7BE312782ED

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER PURCHASE AGREEMENT
FIRE DEPARTMENT UNIFORMS
CITY OF CHANDLER AGREEMENT NO. FD5-200-4935

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and UNIE, an Arizona Limited Liability Company (LLC) (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ , 2025 (Effective Date).

RECITALS

A. City proposes to purchase of Fire Department Uniforms 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

Docusign Envelope ID: CDC7D11E-F8F8-4A0D-878B-E7BE312782ED

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 in accordance with Exhibit A for the term of this Agreement.
The initial term of the Agreement is 19 months, and begins on **January 5, 2026** and ends on **July 31, 2027** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to 4 additional terms of 1 year (s) 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 as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement must not exceed **$600,000**. 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

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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 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 performed.

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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 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.

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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: Procurement Division	Name: Thomas Williams
Title: Purchasing Officer	Title: Founder
Address: 175 S. Arizona Ave Chandler, AZ 85225	Address: 565 E. Germann Rd, Ste 103 Gilbert, AZ 85297
Phone: (480) 752-2400	Phone: (480) 319-2800
Email: purchasing@chandleraz.gov	Email: td@unie.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

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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 involve or be associated with any real property or personal property owned or leased by the City. Such

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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 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

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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.

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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 Reserved.

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: _____
Its: Mayor	Its: CEO

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

BACKGROUND AND OBJECTIVE

The City of Chandler is entering into a term contract for fire department uniforms. The Chandler Fire Department (CFD) currently has 240 firefighters and 27 administrative/support fire personnel that require uniforms.

Each sworn fire department employee and select support staff are provided with a clothing allowance of $675 - $1000, depending on assignment, and remaining non-sworn fire department employees receive $300 per year based on the Fiscal Year of July 1 through June 30. Authorized fire department employees may purchase any combination of items covered under this contract. The City will pay for contract purchases up to the allowance amount, including sales tax, per employee. The employee making the purchase is responsible for payments that exceed the annual clothing allowance. All items purchased under this contract will be charged the contract price, even items purchased that exceed the clothing allowance. The City may make additional uniform and accessory purchases for volunteers, promotional orders, or to support programs as needed. City staff will also place first issue uniform orders for new employees and other one-off orders as needed.

Commonly ordered unfirms are listed in Exhibit B compensation and fees. Although commonly ordered uniforms are identified, the list is not inclusive of all that may be ordered under the contract and as need arises, additional product may be added or removed throughout the extension terms of the contract.

SCOPE OF SERVICES

Contractor shall supply the following services:

1. Uniform items in this contract are for use as public safety daily uniform wear and therefore should be made of high-quality materials made to wear well while maintaining a professional appearance. Articles shall not shrink, fade, or otherwise degrade in a premature period.
2. Shirts, outerwear, and other items with embellishments shall be manufactured to accept and retain silk screening, embroidery, or other durable embellishment methods.
3. Measuring services at Chandler Fire facilities or Contractor's facility for all authorized Chandler Fire personnel, measuring location as determined by CFD staff.
4. All embellishments will be of the same design (color, size, format, etc.) unless specified otherwise by Chandler Fire uniform personnel.
5. Installation of patches, hemming of pants and other minor alterations of garments as needed at no additional charge. If contractor must outsource this, information of third-party vendor must be submitted to the City.
6. Professional installation of patches and insignia on dress shirts & jackets (City to provide patches for installation) as detailed by CFD uniform policy.
7. Chandler logos as necessary on garments at no additional charge. Silk-screens or equal shall be

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determined by the City. City will provide artwork for all required logos but will not pay for set-up fees or artwork for silk-screens.

8. Embroider services on the front of shirts or outerwear with no billboard on the back and headwear. City will provide artwork for all required logos but will not pay for set-up fees or artwork for embroidery.
9. Order submittal and allowance tracking shall primarily be completed through an online ordering/portal type system. Vendor portal shall be maintained to reflect currently approved uniform items.
10. All uniforms shall be offered in men's and women's cut and sizes.
11. Contracted uniform items shall be sold at the contracted price regardless of ordering method or payment method (i.e., online orders, phone orders, in-person, orders, on behalf of orders, and allowance vs. personal pay purchases).
12. Contractor agrees to stock a range of sizes and quantities of the most purchased items. CFD staff will work with Contractor to identify the items for local stock. Contractor should be open and supportive of stocking CFD uniform items at the local storefront for quick turnaround times.
13. Orders shall not be held to meet minimum quantity requirements for ordering, embellishment, or shipping. Items shall be fulfilled and shipped as quickly as possible after the item is ordered.
14. Orders for in-stock items shall be shipped within 14 calendar days from order placement on 90% of CFD orders. This includes in-stock items that include embellishment. For items with unusual sizing, orders shall be shipped within 30 calendar days from order placement on 90% of CFD orders.
    a. Orders for out-of-stock items shall ship within 30 calendar days on 90% of CFD orders.
    b. Contractor shall communicate with CFD uniform representative for orders that will not meet the defined timelines.
    c. Contractor agrees to provide monthly compliance reports for stated delivery timelines.
15. CFD specific items shall only be available to authorized CFD staff. Items with the CFD embellishments shall not be provided to or purchased by non-CFD approved individuals. CFD will maintain an accurate list of approved staff.
16. Contractor shall maintain an assortment of common size sample products in store for CFD staff to try on for fitment.
17. Only Chandler Fire Department approved uniform items are eligible for purchase using the standard CFD uniform allowance. Approved items are listed in Exhibit B, and any new items formally approved by Chandler Fire during the term of the contract shall automatically be included under the allowance. Employees may still purchase non-approved items directly from the contractor using personal funds.
18. Contactor shall provide a comprehensive ordering website within 30 days of contract award. The system shall be a robust online ordering and program management tool that simplifies the buying process for City of Chandler Fire Department employees and gives managers visibility and control of the uniform procurement process.
19. Contractor shall maintain a dedicated account manager for CFD staff contacts. Additionally,

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contractor shall designate a customer service representative (preferably at the local storefront) to handle day-to-day communications with CFD staff. The account manager and CSR should be readily accessible by phone and email during normal business hours.

20. Contractor shall respond to CFD management inquiries or issues within 24 business hours.
21. Contractor shall provide quality control measures to ensure items are delivered in a timely and accurate manner.
22. Contractor shall provide monthly report detailing order quantities, items, sizing, order history, backorders, spend, delivery timeline compliance, etc. for the previous month by the 12th day of the current month.
23. Contractor shall maintain a local facility for the full term of this contract. The facility must allow employees to choose from the specified selection of uniforms contained within this contract and to try on uniforms, place orders, receive alterations, and pick up orders. The store front shall be open during routine business hours excluding holidays.
24. Contractor shall maintain a robust online uniform management system that serves both CFD users and CFD admin/management staff. Current contract items and pricing shall be reflected on the ordering site. A variety of CFD generated reports shall be available to department admin/management staff.
25. Contractor shall offer a 30-day return policy. Up to a 25% restocking fee may apply for items returned more than 30 days from item delivery and that are not embellished. Shipping will be paid for by the customer or items can be returned to contractor's facility to avoid return shipping fees If the return is caused by a quality or production issue, then contractor will be responsible for both the restocking and shipping fees. Items that are embellished cannot be returned unless the item has a quality or production issue. Embellished items with quality or productions issues must be returned within 30 days.
26. If a contract item is discontinued during the duration of the contract, Contractor will promptly alert the department and suggest suitable alternatives. If an order is placed for a discontinued item, Contractor will give the customer the option to refund the order or choose an approved alternative in the same product category. Discontinued items will be removed from the ordering site within 24 hours of discovery of discontinued status from the manufacturer.
27. Orders shall be shipped directly to CFD staff or to CFD facilities, at the CFD member's direction. Every order that is shipped shall be assigned a tracking number that the customer can track. The tracking number shall be emailed to the customer. CFD admin staff shall also have access to view individual members' orders and tracking status through the ordering site.
28. Warranty: Contractor shall provide a full product warranty per the manufacturer's guidelines.
29. CFD reserves the right to inspect the Contractor's facility on a quarterly basis, or as otherwise deemed necessary by CFD, to verify that operations, inventory, and overall performance are maintained in accordance with the terms, conditions, and standards specified in this Contract. The Contractor shall provide reasonable access to all areas, records, and materials necessary for such inspections and shall cooperate fully with CFD representatives during the inspection process.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

See attached incorporated in agreement.

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EXHIBIT B
COMPENSATION & FEES

ITEM NO.	ITEM DESCRIPTION	BRAND	MODEL	UNIT PRICE	CUSTOMIZATION
1	**Brush Pant**				
1 - i	Men's Wildland Dual-Compliant Uniform Pant	Workwrite	FP30	$224.00	N/A
1 - ii	Men's Wildland Dual-Compliant Uniform Pant	Workwrite	FP32	$224.00	N/A
1 - iii	Men's Wildland Dual-Compliant Tactical Pant	Workwrite	FP62	$236.00	N/A
2	**Work Boots**				
2 - i	A.T.A.C 2.0 8" Side Zip Boot	5.11 Tactical	12391	$115.00	N/A
2 - ii	2.0 Shield Boots	5.11 Tactical	12416	$150.00	N/A
2 - iii	Company 3.0 CST Boot	5.11 Tactical	12421	$125.00	N/A
2 - iv	A.T.A.C. 2.0 6" Shield Boot	5.11 Tactical	12443	$140.00	N/A
2 - v	Thoro-Flex 10" Black Safety Toe Wellington	Thorogood	804-6136	$178.00	N/A
2 - vi	Womens Thoro-Flex 10" Black Safety Toe Wellington	Thorogood	804-6136	$178.00	N/A
2 - vii	Outback (Steel Toe)	Redback	USABK	$180.00	N/A
2 - viii	Unisex Easy Escape (Steel Toe)	Redback	USBBK	$195.00	N/A
2 - ix	Easy Escape HD (Steel Toe)	Redback	USBBKSC	$180.00	N/A
2 - x	Men's Lookout EMS/CSA Side-Zip 8" Composite Toe (NMT)	Danner	23826	$250.00	N/A
2 - xi	Turbo Chelsea Waterproof Carbon Toe Work Boot	Ariat	10027330	$155.00	N/A
2 - xii	Men's Sierra Shock Shield Steel Toe Work Boot	Ariat	10046929	$185.00	N/A
2 - xiii	Bakken 6 inch Pull on Leather Work Boots	Rockrooster	AK227	$100.00	N/A
2 - xiv	Breach V2 Waterproof Composite Toe Boot	Blauer	FW026WPCT	$205.00	N/A
3	**Polo Shirt – Long Sleeve**				
3 - i	Men's Long Sleeve Polo	UNIE	PL003	$60.00	Screen Front & Billboard
3 - ii	Men's Long Sleeve Polo	UNIE	PL003	$63.00	Embroidered Logo & Name
3 - iii	Men's Jersey Long Sleeve Polo	5.11 Tactical	72360	$58.00	Screen Front & Billboard
3 - iv	Men's Jersey Long Sleeve Polo	5.11 Tactical	72360	$61.00	Embroidered Logo & Name
3 - v	Men's Professional Long Sleeve Polo	5.11 Tactical	42056	$70.00	Screen Front & Billboard
3 - vi	Men's Professional Long Sleeve Polo	5.11 Tactical	42056	$73.00	Embroidered Logo & Name
3 - vii	Women's Helios Long Sleeve Polo	5.11 Tactical	32013	$65.00	Screen Front & Billboard
3 - viii	Women's Helios Long Sleeve Polo	5.11 Tactical	32013	$68.00	Embroidered Logo & Name
3 - ix	Men's Cotton Long Sleeve Polo	First Tactical	111502	$55.00	Screen Front & Billboard

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3 - x	Men's Cotton Long Sleeve Polo	First Tactical	111502	$58.00	Embroidered Logo & Name
3 - xi	Women's Cotton Long Sleeve Polo	First Tactical	121502	$52.00	Screen Front & Billboard
3 - xii	Women's Cotton Long Sleeve Polo	First Tactical	121502	$55.00	Embroidered Logo & Name
3 - xiii	Men's Select Long Sleeve Snag Proof Tactical Polo	Cornerstone	CS410LS	$44.00	Screen Front & Billboard
3 - xiv	Men's Select Long Sleeve Snag Proof Tactical Polo	Cornerstone	CS410LS	$47.00	Embroidered Logo & Name
3 - xv	Men's Silk Touch Long Sleeve Polo with Pocket	Port Authority	K500LS	$33.00	Screen Front & Billboard
3 - xvi	Men's Silk Touch Long Sleeve Polo with Pocket	Port Authority	K500LS	$36.00	Embroidered Logo & Name
3 - xvii	Men's Tall Silk Touch Long Sleeve Polo	Port Authority	TLK500LS	$35.00	Screen Front & Billboard
3 - xviii	Men's Tall Silk Touch Long Sleeve Polo	Port Authority	TLK500LS	$38.00	Embroidered Logo & Name
4	**Polo Shirt – Short Sleeve**				
4 - i	Men's Cotton Short Sleeve Polo	UNIE	PL006	$50.00	Screen Front & Billboard
4 - ii	Men's Cotton Short Sleeve Polo	UNIE	PL006	$53.00	Embroidered Logo & Name
4 - iii	Women's Cotton Short Sleeve Polo	UNIE	PL005	$50.00	Screen Front & Billboard
4 - iv	Women's Cotton Short Sleeve Polo	UNIE	PL005	$53.00	Embroidered Logo & Name
4 - v	Men's Jersey Short Sleeve Polo	5.11 Tactical	71182	$55.00	Screen Front & Billboard
4 - vi	Men's Jersey Short Sleeve Polo	5.11 Tactical	71182	$58.00	Embroidered Logo & Name
4 - vii	Men's Professional Short Sleeve Polo	5.11 Tactical	41060	$55.00	Screen Front & Billboard
4 - viii	Men's Professional Short Sleeve Polo	5.11 Tactical	41060	$58.00	Embroidered Logo & Name
4 - ix	Women's Tactical Jersey Short Sleeve Polo	5.11 Tactical	61164	$55.00	Screen Front & Billboard
4 - x	Women's Tactical Jersey Short Sleeve Polo	5.11 Tactical	61164	$58.00	Embroidered Logo & Name
4 - xi	Men's Silk Touch Polo with Pocket	Port Authority	K500P	$30.00	Screen Front & Billboard
4 - xii	Men's Silk Touch Polo with Pocket	Port Authority	K500P	$33.00	Embroidered Logo & Name
4 - xiii	Women's Silk Touch Polo	Port Authority	L500	$28.00	Screen Front & Billboard
4 - xiv	Women's Silk Touch Polo	Port Authority	L500	$31.00	Embroidered Logo & Name
4 - xv	Men's Silk Touch Polo	Port Authority	K500	$28.00	Screen Front & Billboard
4 - xvi	Men's Silk Touch Polo	Port Authority	K500	$31.00	Embroidered Logo & Name
4 - xvii	Men's Tall Silk Touch Polo	Port Authority	TLK500	$30.00	Screen Front & Billboard
4 - xviii	Men's Tall Silk Touch Polo	Port Authority	TLK500	$33.00	Embroidered Logo & Name
4 - xix	Men's Cotton Short Sleeve Polo	First Tactical	112508	$58.00	Screen Front & Billboard
4 - xx	Men's Cotton Short Sleeve Polo	First Tactical	112508	$61.00	Embroidered Logo & Name
4 - xxi	Women's Cotton Shirt Sleeve Polo	First Tactical	122508	$58.00	Screen Front & Billboard
4 - xxii	Women's Cotton Shirt Sleeve Polo	First Tactical	122508	$61.00	Embroidered Logo & Name

5	**Non-Sworn Shirt With Pocket**				
5 - i	Men's Silk Touch Polo with Pocket	Port Authority	K500P	$30.00	Screen Front & Billboard
5 - ii	Men's Long Sleeve Essential Pocket Tee	Port & Company	PC61LSP	$22.00	Screen Front & Billboard
5 - iii	Men's Essential Pocket Tee	Port & Company	PC61P	$20.00	Screen Front & Billboard
6.	**Non-Sworn Shirt Without Pocket**				
6 - i	Essential Tee	Port & Company	PC61	$18.00	Screen Front & Billboard
6 - ii	All-American Tee	Volunteer Knitwear	VL100	$20.00	Screen Front & Billboard
6 - iii	All-American Long Sleeve Tee	Volunteer Knitwear	VL100LS	$22.00	Screen Front & Billboard
6 - iv	Women's Silk Touch Polo	Port Authority	L500	$30.00	Screen Front & Billboard
6 - v	Men's Jersey Short Sleeve Polo	5.11 Tactical	71182	$55.00	Screen Front & Billboard
7.	**T-Shirt – Long Sleeve**				
7 - i	Men's Cotton Long Sleeve T-Shirt	UNIE	LT007	$35.00	Screen Front & Billboard
7 - ii	Women's Cotton Long Sleeve T-Shirt	UNIE	LT010	$35.00	Screen Front & Billboard
7 - iii	Men's Tactical Professional Long Sleeve T-Shirt	5.11 Tactical	72318	$39.00	Screen Front & Billboard
7 - iv	Men's Tactix Series Cotton Long Sleeve T-Shirt	First Tactical	111505	$34.00	Screen Front & Billboard
7 - vii	Women's Tactix Series Cotton Long Sleeve T-Shirt	First Tactical	121505	$34.00	Screen Front & Billboard
8.	**T-Shirt – Short Sleeve**				
8 - i	Men's Cotton Short Sleeve T-Shirt	UNIE	TS016	$30.00	Screen Front & Billboard
8 - ii	Men's Cotton Short Sleeve T-Shirt with Pocket	UNIE	TS017	$32.00	Screen Front & Billboard
8 - iii	Women's Cotton Short Sleeve T-Shirt	UNIE	TS018	$30.00	Screen Front & Billboard
8 - iv	Women's Cotton Short Sleeve T-Shirt with Pocket	UNIE	TS019	$32.00	Screen Front & Billboard
8 - v	Men's Tactical Professional Pocketed T-Shirt	5.11 Tactical	71307	$35.00	Screen Front & Billboard
8 - vi	Men's Tactical Professional T-Shirt	5.11 Tactical	71309	$34.00	Screen Front & Billboard
8 - vii	Men's Tactix Series Cotton Short Sleeve T-Shirt	First Tactical	112501	$30.00	Screen Front & Billboard
8 - viii	Women's Tactix Series Cotton Short Sleeve T-Shirt	First Tactical	122501	$30.00	Screen Front & Billboard
8 - ix	Men's Tactix Cotton Short Sleeve T-Shirt With Chest Pocket	First Tactical	112521	$32.00	Screen Front & Billboard
8 - x	Women's Tactix Cotton Short Sleeve T-Shirt With Chest Pocket	First Tactical	122521	$32.00	Screen Front & Billboard
8 - xi	Men's Tactix Cotton Short Sleeve T-Shirt with Pen Pocket	First Tactical	112511	$32.00	Screen Front & Billboard
8 - xii	Women's Tactix Cotton Short Sleeve T-Shirt With Pen Pocket	First Tactical	122511	$32.00	Screen Front & Billboard

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8 - xiii	Men's Action Tri Blend T-Shirt	Blauer	8310	$28.00	Screen Front & Billboard
9.	**Sweatshirt – Pullover**				
9 - i	Men's Pullover Hoodie	UNIE	HD003	$60.00	Screen Front & Billboard
9 - ii	Women's Pullover Hoodie	UNIE	HD012	$60.00	Screen Front & Billboard
9 - iii	Men's Performance Sweatshirt	UNIE	HD004	$90.00	Screen Front & Billboard
9 - iv	Women's Performance Sweatshirt	UNIE	HD005	$90.00	Screen Front & Billboard
9 - v	Men's Hooded Sun Shirt	UNIE	LS005	$45.00	Screen Front & Billboard
9 - vi	NuBlend Unisex Quarter-Zip Cadet Collar Sweatshirt	Jerzees	995M	$28.00	Screen Front & Billboard
9 - vii	Men's Super Heavyweight Crewneck Sweatshirt	Sport-Tek	F280	$50.00	Screen Front & Billboard
9 - viii	Men's Essential Fleece Crewneck Sweatshirt	Port & Company	PC90	$25.00	Screen Front & Billboard
9 - ix	Men's Essential Fleece Crewneck Sweatshirt	Port & Company	PC90	$25.00	Screen Front & Billboard
10.	**Sweatshirt – Hooded, Zip**				
10 - i	Men's Full-Zip Hoodie	UNIE	HD010	$65.00	Screen Front & Billboard
10 - ii	Women's Full-Zip Hoodie	UNIE	HD011	$65.00	Screen Front & Billboard
10 - iii	Women's Core Fleece Full-Zip Hooded Sweatshirt	Port & Company	LPC78ZH	$38.00	Screen Front & Billboard
10 - iv	Men's Essential Fleece Full-Zip Hooded Sweatshirt	Port & Company	PC90ZH	$38.00	Screen Front & Billboard
10 - v	Men's Tall Essential Fleece Full-Zip Hooded Sweatshirt	Port & Company	PC90ZHT	$38.00	Screen Front & Billboard
10 - vi	Men's Super Heavyweight Full-Zip Hooded Sweatshirt	Sport-Tek	F282	$55.00	Screen Front & Billboard
10 - vii	Men's Heavyweight Full-Zip Hooded Sweatshirt with Thermal Lining	CornerStone	CS620	$56.00	Screen Front & Billboard
11.	**Job Shirt**				
11 - i	Men's Job Shirt 1/4 Zip	5.11 Tactical	72314	$79.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
11 - ii	Men's Job Shirt 1/4 Zip 2.0	5.11 Tactical	72534	$79.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
11 - iii	Men's Cotton Job Shirt Quarter Zip	First Tactical	118507	$100.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
11 - iv	Women's Cotton Job Shirt Quarter Zip	First Tactical	128507	$100.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
11 - v	Men's Job Shirt	Blauer	4630X	$115.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
11 - vi	Men's Job Shirt 2.0	Tact Squad	2005	$66.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
12.	**Station Pants**				

12 - i	Men's Station Pant	UNIE	PT014	$52.00	N/A
12 - ii	Men's Cargo Station Pant	UNIE	PT015	$55.00	N/A
12 - iii	Men's Company Pant 2.0	5.11 Tactical	74508	$60.00	N/A
12 - iv	Women's Company Pant 2.0	5.11 Tactical	64435	$60.00	N/A
12 - v	Men's Company Cargo Pant 2.0	5.11 Tactical	74509	$65.00	N/A
12 - vi	Women's Company Cargo Pant 2.0	5.11 Tactical	64436	$65.00	N/A
12 - vii	Men's Cotton Canvas Pant	5.11 Tactical	74251	$50.00	N/A
12 - viii	Women's Cotton Canvas Pant	5.11 Tactical	64358	$50.00	N/A
12 - ix	Men's Stryke Pant	5.11 Tactical	74369	$70.00	N/A
12 - x	Women's Stryke Pant	5.11 Tactical	64386	$70.00	N/A
12 - xi	Men's Taclite EMS Pant	5.11 Tactical	74363	$75.00	N/A
12 - xii	Women's Taclite EMS Pant	5.11 Tactical	64369	$75.00	N/A
12 - xiii	Men's Taclite Apex Pant	5.11 Tactical	74434	$70.00	N/A
12 - xiv	Women's Taclite Pro Ripstop Pant	5.11 Tactical	64360	$50.00	N/A
12 - xv	Men's Stryke PDU Pant	5.11 Tactical	74426	$75.00	N/A
12 - xvi	Men's Defender Pants	First Tactical	114002	$160.00	N/A
12 - xvii	Women's Defender Pants	First Tactical	124002	$160.00	N/A
12 - xviii	V2 Pro Duty Uniform Pant	First Tactical	114018	$60.00	N/A
12 - xix	Men's Cotton Station Pant	First Tactical	114024	$55.00	N/A
12 - xx	Men's Cotton Cargo Station Pant	First Tactical	114030	$55.00	N/A
12 - xxi	Women's Cotton Station Pant	First Tactical	124024	$55.00	N/A
12 - xxii	Women's Cotton Cargo Station Pant	First Tactical	124030	$55.00	N/A
13.	**Station Shorts**				
13 - i	Men's Cotton Station Short	UNIE	ST003	$42.00	N/A
13 - ii	Women's Cotton Station Short	UNIE	ST005	$42.00	N/A
13 - iii	Men's Cotton Station Short	First Tactical	115005	$45.00	N/A
13 - iv	Women's Cotton Station Short	First Tactical	125005	$45.00	N/A
14.	**Cargo Shorts**				
14 - i	Men's Cotton Cargo Short	UNIE	ST004	$47.00	N/A
14 - ii	Women's Cotton Cargo Short	UNIE	ST006	$47.00	N/A
14 - iii	Men's Tactical 9" Cotton Canvas Short	5.11 Tactical	73285	$55.00	N/A
14 - iv	Men's Taclite 9.5" Pro Ripstop Short	5.11 Tactical	73287	$50.00	N/A
14 - v	Men's Taclite EMS 11" Short	5.11 Tactical	73309	$50.00	N/A

14 - vi	Men's BDU Shorts	Propper	F5261	$30.00	N/A
15.	**Pant – Regular Cut, Regular Cut Jean, or Western Cut Jean**				
15 - i	Classic Firefighter Pant	Workrite	FP50	$155.00	N/A
15 - ii	Classic Firefighter Pant	Workrite	FP52	$160.00	N/A
16.	**PT Sweatpants**				
16 - i	Men's Open Bottom Sweatpant	Sport-Tek	ST257	$35.00	1 Screen Imprint
16 - ii	Women's Perfect Tri Fleece Jogger	District	DT1310	$30.00	1 Screen Imprint
17.	**PT Shorts**				
17 - i	Men's Lightweight Performance Short	UNIE	ST003	$38.00	1 Screen Imprint
17 - ii	Men's Performance Short	UNIE	ST004	$50.00	1 Screen Imprint
17 - iii	Men's Tactical Utility PT 10.5" Shorts	5.11 Tactical	43061	$42.00	1 Screen Imprint
17 - iv	Men's Tactical PT-R Forged Knit Short	5.11 Tactical	82412	$55.00	1 Screen Imprint
17 - v	Men's PosiCharge Tough Mesh Pocket Short	Sport-Tek	ST312	$28.00	1 Screen Imprint
17 - vi	Men's PosiCharge Position Short with Pockets	Sport-Tek	ST575	$22.00	1 Screen Imprint
18.	**Ball Cap / Beanie**				
18 - i	Performance Flat Bill	UNIE	HT002	$32.00	Front Embroidery
18 - ii	Performance Snapback	UNIE	HT008	$32.00	Front Embroidery
18 - iii	Mesh Trucker	UNIE	HT010	$28.00	Front Embroidery
18 - iv	Bucket Hat	UNIE	HT014	$28.00	Front Embroidery
18 - v	5 Panel A-Frame	UNIE	HT020	$28.00	Front Embroidery
18 - vi	5 Panel Mid-Profile	UNIE	HT031	$28.00	Front Embroidery
18 - vii	6-Panel Cap	Flexfit	6277	$20.00	Front Embroidery
18 - viii	Classics Retro Trucker Cap	Flexfit	6606T	$16.00	Front Embroidery
18 - ix	Classics Retro Trucker Cap	Flexfit	6606YP	$16.00	Front Embroidery
18 - x	Canvas Mesh Back Cap	Cornerstone	CS811	$20.00	Front Embroidery
18 - xi	Outdoor Ventilated Wide Brim Hat	Port Authority	C947	$30.00	Front Embroidery
18 - xii	Trucker Cap	Richardson	112	$22.00	Front Embroidery
18 - xiii	Tactical Boonie	Propper	F5519	$24.00	Front Embroidery
18 - xiv	Classic Ribbed Beanie	UNIE	BN002	$22.00	N/A
18 - xv	Classic Ribbed Beanie	UNIE	BN002	$25.00	Front Embroidery
18 - xvi	Tactical Watch Cap	5.11 Tactical	89250	$15.00	N/A
18 - xvii	Tactical Watch Cap	5.11 Tactical	89250	$18.00	Front Embroidery

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18 - xviii	Fleece Service Beanie	First Tactical	142074	$15.00	N/A
18 - xix	Fleece Service Beanie	First Tactical	142074	$18.00	Front Embroidery
18 - xx	Knit Skull Cap	Port & Company	CP94	$5.00	N/A
18 - xxi	Knit Skull Cap	Port & Company	CP94	$8.00	Front Embroidery
18 - xxii	Knit Skull Cap	UNIE	BN001	$22.00	N/A
18 - xxiv	Knit Skull Cap	UNIE	BN001	$25.00	Front Embroidery
18 - xxv	Classic Beanie	UNIE	BN003	$20.00	N/A
18 - xxvi	Classic Beanie	UNIE	BN003	$23.00	Front Embroidery
19.	**Belts**				
19 - i	Tactical 1.5" Arc Leather Belt	5.11 Tactical	59493	$50.00	N/A
19 - ii	Tactical 1.5" Basketweave Leather Belt	5.11 Tactical	59503	$40.00	N/A
19 - iii	Tactical Trainer Belt	5.11 Tactical	59409	$45.00	N/A
19 - iv	1.5 Belt	Cal.Uniforms	6010	$27.50	N/A
19 - v	BDU Belt 1.5"	First Tactical	143001	$20.00	N/A
19 - vi	Tactical Belt 1.5"	First Tactical	143009	$40.00	N/A
19 - vii	Warden Belt	Blauer	B006	$28.00	N/A
19 - viii	Defender Duty Belt	Blauer	B011	$66.00	N/A
19 - ix	Defender Duty Buckle	Blauer	BB001	$34.00	N/A
20.	**Jackets or Winter Coat**				
20 - i	Packable Jacket	5.11 Tactical	48035	$40.00	Screen Front & Billboard
20 - ii	Chameleon Softshell Jacket 2.0	5.11 Tactical	48373	$130.00	Screen Front & Billboard
20 - iii	Sabre Jacket 2.0	5.11 Tactical	48112	$300.00	Screen Front & Billboard
20 - iv	Double Duty Jacket	5.11 Tactical	48096	$150.00	Screen Front & Billboard
20 - v	Responder Parka 2.0	5.11 Tactical	48378	$230.00	Screen Front & Billboard
20 - vi	Tactical Fleece 2.0	5.11 Tactical	78026	$125.00	Screen Front & Billboard
20 - vii	Men's Tactix Softshell Jacket	First Tactical	118503	$135.00	Screen Front & Billboard
20 - viii	Women's Tactix Softshell Jacket	First Tactical	128503	$135.00	Screen Front & Billboard
20 - ix	Men's Tactix Softshell Pullover	First Tactical	118508	$115.00	Screen Front & Billboard
20 - x	Women's Tactix Softshell Pullover	First Tactical	128508	$115.00	Screen Front & Billboard
20 - xi	Pack-It Jacket	First Tactical	118509	$75.00	Screen Front & Billboard
20 - xii	Crowley Soft Shell Jacket	Carhartt	CT102199	$110.00	Screen Front & Billboard
20 - xiii	Softshell Fleece Pullover	Blauer	4605	$95.00	Screen Front & Billboard
20 - xiv	Softshell Fleece Jacket	Blauer	4660	$160.00	Screen Front & Billboard

20 - xv	Men's Collective Tech Soft Shell Jacket	Port Authority	J921	$40.00	Screen Front & Billboard
20 - xvi	Women's Collective Tech Soft Shell Jacket	Port Authority	L921	$40.00	Screen Front & Billboard
20 - xvii	Men's Soft Shell Jacket	UNIE	JK006	$120.00	Screen Front & Billboard
20 - xviii	Women's Soft Shell Jacket	UNIE	JK018	$120.00	Screen Front & Billboard
20 - xix	Men's Half Zip Jacket	UNIE	JK109	$90.00	Screen Front & Billboard
20 - xx	Women's Half Zip Jacket	UNIE	JK009	$90.00	Screen Front & Billboard
20 - xxi	Men's Performance Jacket	UNIE	JK101	$145.00	Screen Front & Billboard
20 - xxii	Women's Performance Jacket	UNIE	JK102	$145.00	Screen Front & Billboard
21.	**Dress Blue Shirt**				
21 - i	Men's Express Short Sleeve Dress Shirt	Elbeco	CA03	$42.00	N/A
21 - ii	Women's Express Short Sleeve Dress Shirt	Elbeco	CA33	$42.00	N/A
21 - iii	Men's Transit Light Blue 65P/35C Shirt	Flying Cross	F1-74A48	$44.00	N/A
21 - iv	Men's Valor Police Shirt	Flying Cross	FC 35R5886	$76.00	N/A
21 - v	Men's Duro Poplin 65% Poly/35% Cotton Long Sleeve Shirt	Flying Cross	28A54	$52.00	N/A
21 - vi	Women's Long Sleeve Easy Care Shirt	Port Authority	L608	$21.00	N/A
21 - vii	Men's Long Sleeve Easy Care Shirt	Port Authority	S608	$21.00	N/A
21 - viii	Men's Long Sleeve Polyester Supershirt	Blauer	8670	$82.00	N/A
22.	**Dress Pants**				
22 - i	Men's 55% Poly/45% Wool Service Dress Blue Pants	Flying Cross	28P8696	$115.00	N/A
22 - ii	Men's Valor 65% Poly/35% Cotton Pants	Flying Cross	F1-47400	$80.00	N/A
22 - iii	Women's Valor 65% Poly/35% Cotton Pants	Flying Cross	F1-47400W-86	$80.00	N/A
22 - iv	Men's TexTrop2 Polyester 4-Pocket Pants	Elbeco	E14RN	$56.00	N/A
22 - v	Women's TexTrop2 Polyester 4-Pocket Pants	Elbeco	E9314LC	$56.00	N/A
23.	**Dress Skirt**				
23 - i	Women's 100% Polyester Skirt	Flying Cross	38033	$60.00	N/A
24.	**Dress Uniform Coat**				
24 - i	Poly/Wool Service Dress Coat	Flying Cross	17B8696C	$350.00	Custom Alterations
24 - ii	Dress Coat Alterations Open & Close	UNIE	Alterations	$35.00	Custom Alterations
24 - iii	Add Rank Piping	UNIE	Alterations	$10.00	Custom Alterations
24 - iv	Add Maltese Crosses	UNIE	Alterations	$5.00	Custom Alterations
24 - v	Embroider Maltese Crosses	UNIE	Alterations	$8.00	Custom Alterations

24 - vi	Change Buttons	UNIE	Alterations	$16.00	Custom Alterations
24 - vii	Patch Sewings	UNIE	Alterations	$4.00	Custom Alterations
25.	**Dress Uniform Hat**				
25 - i	Air Force Round Top Solid Cap	Keystone Uniform Cap	R-13	$56.00	N/A
26.	**Dress Shoes**				
26 - i	Men's High Gloss Duty Oxford	Bates	22141	$80.00	N/A
26 - ii	Unisex Hi-Gloss Uniform Oxford Shoe	Tact Squad	S200	$70.00	N/A
27.	**Ties**				
27 - i	3.5" Polyester Four-In-Hand Necktie	Samuel Broome	90087BK	$9.00	N/A
28.	**Brass Collar Set**				
28 - i	Caption Double Bugles Side by Side	Blackinton	J51	$9.00	N/A
28 - ii	Two Crossed Bugles	Blackinton	J52	$9.00	N/A
28 - iii	Division Chief Three Crossed Bugles	Blackinton	J53	$9.00	N/A
28 - iv	Deputy Chief Four Crossed Bugles	Blackinton	J54	$9.00	N/A
28 - v	Five Crossed Bugles	Blackinton	J55	$9.00	N/A
29.	**Engraved Name Tags**				
29 - i	Name Bar for Engineer and Firefighter	Blackinton	A2388	$16.00	Custom Engraved
29 - ii	Name Bar for Captains and Chiefs	Blackinton	A2388	$16.00	Custom Engraved
29 - iii	Serving Since Bar # for Captains and Chiefs	Blackinton	B1693	$20.00	Custom Engraved
29 - iv	Serving Since Bar for Engineers and Firefighters	Blackinton	B1693	$20.00	Custom Engraved
30.	**Socks**				
30 - i	Everyday Bamboo Crew Sock	Redback	BAML2	$10.00	N/A
30 - ii	B.Cool Performance Ankle Sock (2-Pack)	Blauer	SKS11	$20.00	N/A
30 - iii	B.Cool Performance 6" Sock	Blauer	SKS16-P	$22.00	N/A
30 - iv	Performance Ankle Sock	UNIE	SO004	$24.00	N/A
30 - x	Performance Crew Sock	UNIE	SO005	$26.00	N/A

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EXHIBIT B - CONTINUED

MANUFACTURER	DISCOUNT % FROM CURRENT MANUFACTURERS LIST	PRICE LIST PUBLICATION DATE
5.11 Tactical	-10%	2025 or most current Price List
First Tactical	-10%	2025 or most current Price List
Blauer	-10%	2025 or most current Price List
Flying Cross	-10%	2025 or most current Price List
Elbeco	-10%	2025 or most current Price List
Workwrite	-10%	2025 or most current Price List
SanMar	-10%	2025 or most current Price List
Bates	-10%	2025 or most current Price List
Haix	-10%	2025 or most current Price List
Danner Boots	-10%	2025 or most current Price List
Southwest Boot	-10%	2025 or most current Price List
Blackinton	-10%	2025 or most current Price List
Maxtac's	-10%	2025 or most current Price List
Blue Force Gear	-10%	2025 or most current Price List
Streamlight	-10%	2025 or most current Price List
Nightstick	-10%	2025 or most current Price List
Leatherman	-10%	2025 or most current Price List
Spyderco	-10%	2025 or most current Price List
Kershaw	-10%	2025 or most current Price List
Tasmanian Tiger	-10%	2025 or most current Price List
Condor	-10%	2025 or most current Price List
Premier Mfg	-10%	2025 or most current Price List
Gatorz	-10%	2025 or most current Price List
Spy	-10%	2025 or most current Price List
Bolle	-10%	2025 or most current Price List
Revision	-10%	2025 or most current Price List
Mechanix Gloves	-10%	2025 or most current Price List

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EXHIBIT C TO AGREEMENT
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.

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 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this

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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 Information Technology Memo No. N/A

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Dawn Lang, Deputy City Manager | CFO Sandip Dholakia, Chief Information Officer
From:	Kerstin Nold, IT Chief Technology Officer
Subject:	Purchase of Telematics Software

Proposed Motion:

Move City Council approve the purchase of telematics software, from Carahsoft Technology Corp., utilizing the Omnia Partners Contract No. 23-6692-01, for a five year period, in an amount not to exceed $202,380 in the first year.

Background/Discussion:

Chandler has been actively exploring ways to implement telematics to improve visibility, safety, and efficiency across fleet operations.

Telematics is the technology that connects vehicles, equipment, and mobile operations to the cloud, providing real-time data on location, usage, and performance. Chandler's telematics solution focuses on three key values: it enhances safety by enhancing predictive maintenance and emergency response, it drives operational efficiency by optimizing routes, reducing idle time, and lowering costs, and it enables data-driven decisions through real-time visibility and actionable analytics. Together, these improvements make fleet operations safer, faster, more sustainable, strengthening public trust and overall performance. These devices will be connected to city passenger vehicles.

Evaluation:

Cobb County, GA, on behalf of Omnia Partners, competitively solicited and awarded a contract for technology products, solutions, and related services. The city has a current agreement with Omnia Partners allowing for the cooperative use of its contracts. Staff recommends the cooperative use of this contract to support rapid delivery of the telematics technology.

Financial Implications:

Year 1, FY 2025-26: $202,380
Year 2, FY 2026-27: $201,540
Year 3, FY 2027-28: $201,540
Year 4, FY 2028-29: $201,540
Year 5, FY 2029-30: $201,540

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1286.5419.0.6IC150.0	General Fund	Fleet Operations - Telematics	$202,380	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Law Memo No.

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
From: Kelly Schwab, City Attorney
Subject: Introduction and Tentative Adoption of Ordinance No. 5146, Amending the Code of the City of Chandler, Chapter 14, Article IV, Sections 14-39, 14-40, and 14-41, Relating to Post-Seizure Bond, Hearing and Appeal in Animal Seizure Cases

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Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5146, amending the Code of the City of Chandler, Chapter 14, Article IV, Sections 14-39, 14-40, and 14-41, to change the bond amount to $500.00 per animal in animal seizure cases and to address procedural due process protections.

Background:

The Arizona Legislature recently adopted Senate Bill 1033, amending Arizona Revised Statute § 13-4281 to increase the bond amount required to be posted with the court by an owner of a seized animal who is requesting a post-seizure hearing. The bond amount was raised from $25.00 to $500.00 per animal to defray the cost of care for the animal. Ordinance No. 5146 addresses this change. Additionally, proposed amendments establish (i) a reasonable time for the court to continue a post-seizure hearing for good cause up to seven additional days, and (ii) a timeframe for filing a notice of appeal after the final order or judgment is entered by the court.

Discussion:

Ordinance No. 5146 will bring the City into alignment with the bond amount set under state law for post-seizure hearings. Other amendments proposed will help ensure procedural due process protections are provided under the City Code and provide guidance to animal owners, the court, law enforcement officers, and animal care personnel.

Attachments

Ordinance No. 5146

ORDINANCE NO. 5146

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 14, ARTICLE IV, SECTIONS 14-39, 14-40, AND 14-41; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, it has become necessary and appropriate to amend Chapter 14, Article IV, Sections 14-39, 14-40, and 14-41 of the Code of the City of Chandler, which address animal cruelty, seizure and forfeiture of animals subject to cruelty, and disposition of displaced animals within the City of Chandler; and

WHEREAS, the Arizona Legislature recently adopted an amendment to A.R.S. § 13-4281 increasing the bond amount that must be posted with the court by an owner of a seized animal requesting a post-seizure hearing, raising the bond from $25.00 to $500.00 per animal to defray the cost of care, which bond shall be returned to the owner if, at the conclusion of the hearing, the animal is not forfeited; and

WHEREAS, in order to protect due process rights and to provide clear guidance to owners, the court, law enforcement officers, and animal care personnel, it is necessary to establish a reasonable time for the court to continue a post-seizure hearing for good cause and a timeframe for filing a notice of appeal.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That Chapter 14, Article IV, of the Code of the City of Chandler is hereby amended by amending Sections 14-39, 14-40, and 14-41 of said chapter and article to read as follows (additions in **BOLD** and ALL CAPS, deletions in ~~strikeout~~):

14-39. - Authority to seize and impound animals subjected to cruelty, hoarding or unlawful restraint; cost of care.

A. A Peace Officer is hereby authorized and empowered to seize and impound any animal as follows:

1. On process issued pursuant to the provisions of Arizona Revised Statutes Title 13, including a search warrant; or

2. If the Peace Officer has reasonable grounds to believe that a violation of Section 14-36, 14-37 or 14-38 has occurred; or

3. If the Peace Officer has reasonable grounds to believe that very prompt action is required to protect the health or safety of the animal or the health and safety of other animals.

B. Whenever a Peace Officer seizes and impounds any animal pursuant to this section, the Peace Officer and the court shall comply with the post-seizure hearing requirements of Section 14-40.

C. The City may contract with any person, organization, agency, shelter or veterinary clinic to transport, house, care for and treat an animal that has been seized and impounded pursuant to the provisions of this section.

D. Nothing in this section shall be construed to prohibit the attorney for the state, after seizure of an animal by a Peace Officer, from taking possession of and keeping the animal when the attorney deems the animal to be of evidentiary value in any criminal prosecution relating to the condition of the animal. If the attorney for the state intends to take possession of and retain an animal as evidence in any criminal prosecution, the attorney shall promptly provide written notice to the Police Department.

E. The owner or custodian of an animal properly seized under this section is liable for the cost of housing, caring for and treating the animal unless the seizure or impoundment of an animal is for evidentiary purposes, supported by a written notice of intent as required by subsection (D), or the court determines at a post-seizure hearing that the seizure or impoundment was unjustified or invalid. The owner or custodian shall post with the court a bond **OF FIVE HUNDRED DOLLARS ($500.00) PER ANIMAL** in the form of cash or a surety's undertaking to offset some of the costs incurred by the City relating to the housing of, caring for and treating the animal. The owner or custodian shall post the bond within ten (10) calendar days of the date of the notice provided under Section 14-40 **OR BY THE DATE OF THE HEARING. IF THE BOND IS NOT PAID BY THE DATE OF THE HEARING, THE HEARING SHALL BE VACATED**. If the owner or custodian fails to post the bond within the specified time, the owner or custodian shall be deemed to have abandoned the animal and disposition of the animal shall be **DETAILED IN A COURT ORDER** in accordance with Section 14-42.

F. Upon forfeiture of an animal, the court shall forfeit the bond to pay the expenses incurred in the housing of, caring for and treating the animal, if the bond exceeds the expenses, the court shall exonerate the bond amount and order the security returned to the owner or custodian only to the extent the bond exceeds the expenses incurred in the housing of, caring for and treatment of the animal. The court shall order the bond exonerated and the security returned to the owner or custodian if at the conclusion of the case the animal is not forfeited under this article.

~~G. The bond shall be calculated according to the number of animals seized. Under ten (10): four hundred dollars ($400.00). Ten (10) to twenty (20): seven hundred dollars ($700.00). Twenty-one (21) to thirty (30): one thousand dollars ($1,000.00). Over thirty (30): one thousand five hundred dollars ($1,500.00).~~

14-40. - Post-seizure hearings.

A. Whenever a Peace Officer seizes and impounds any animal under the offenses set forth in Sections 14-36, 14-37, or 14-38, the owner or custodian may request a post-seizure hearing to determine:

1. The validity of the seizure or impoundment; and

2. The disposition of any validly seized or impounded animal.

B. The burden of proof shall be by a preponderance of the evidence. The formal rules of evidence shall not apply and reliable hearsay shall be admissible.

C. On a finding that a violation of Section 14-36, 14-37, or 14-38 has occurred or that the animal will suffer unnecessarily due to a delay in its humane destruction, the court may order the animal to be forfeited to the City. If the court does not forfeit the animal, the court shall, upon demand, direct the release of the animal to the owner or custodian.

D. The post-seizure hearing shall be commenced by filing of the notice of seizure with the court and as follows:

1. If the owner or custodian is known, the owner or custodian may sign a statement permanently relinquishing ownership of the animal to the City. The statement shall indicate that the animal will be placed for adoption through an animal welfare organization, an animal shelter, a suitable home or humanely destroyed according to law.

2. If the owner's or custodian's whereabouts cannot be determined, the notice shall be sent via regular mail to the owner's or custodian's last known address.

3. If the owner's or custodian's whereabouts are known or reasonably ascertainable, the Peace Officer shall provide the following notice within forty-eight (48) hours of the seizure or impoundment, by causing notice to be posted in a conspicuous place where the animal was seized or located, or by delivering notice of the seizure or impoundment to the owner or custodian, or both. The notice shall include the following:

a. The name, business address and telephone number of the person providing the notice.

b. A description of the animal seized, including identification upon the animal if any.

c. The authority and purpose for the seizure or impoundment.

d. The time, place and circumstances under which the animal was seized.

e. A statement that, in order to receive a post-seizure hearing, the owner or custodian must, within ten (10) calendar days of the date the notice was posted or mailed, submit a request for hearing by signing and returning to the court a written declaration of ownership or right to keep the animal. The declaration must be returned by personal delivery or by mail. The declaration will be deemed received at the time it is personally delivered or, if mailed, upon receipt by the court.

f. A statement that the owner or custodian is responsible for the cost of housing, caring for and treating any animal that was properly seized or impounded.

g. A statement that the owner or custodian is required to post a bond with the court to defray the expenses of housing, caring for and treating the animal that has been properly seized and impounded.

h. A warning that if the owner or custodian fails to post the bond within ten (10) calendar days of the seizure, the animal will be deemed abandoned and will be placed for adoption through an animal welfare organization, an animal shelter, a suitable home, or humanely destroyed according to law.

i. A warning that if the owner or custodian fails to appear at the post-seizure hearing, the court shall order the animal forfeited to the City to be placed for adoption through an animal welfare organization, an animal shelter, a suitable home, or humanely destroyed according to law.

j. A warning that this post-seizure hearing is separate and distinct from any criminal prosecution for animal cruelty, that anything the person testifies to at the post-seizure hearing may be used against them in the criminal prosecution, that they are not entitled to a public defender in the post-seizure hearing, that if they wish to be represented by an attorney at the civil post-seizure hearing they must retain an attorney and that no continuances of the hearing will be granted to secure an attorney.

4. The court shall conduct the post-seizure hearing within fifteen (15) calendar days of the court's receipt of the request, **UNLESS THE COURT FINDS GOOD CAUSE TO CONTINUE THE HEARING FOR UP TO SEVEN (7) ADDITIONAL CALENDAR DAYS**.

5. Failure of the owner, custodian, or an authorized agent to request or to attend a scheduled post-seizure hearing shall result in a forfeiture of any right to a post-seizure hearing, and the **COURT SHALL ISSUE AN ORDER STATING THAT THE** animal shall be deemed abandoned and will be either placed up for adoption through an animal welfare organization, an animal shelter, a suitable home, or humanely destroyed according to law.

14-41. - Enforcement; nonpreclusion of other enforcement action; appeal.

A. Any Peace Officer, Enforcement Agent or County Animal Control Officer is hereby authorized and empowered to enforce the provisions of this article and to issue citations for the violations thereof.

B. It shall be unlawful for any person(s) to interfere with any officer authorized to enforce this chapter in the performance of their duties, or to release any animal duly seized and/or impounded.

C. Use of the civil procedures and remedies provided for in this article shall neither require nor preclude other enforcement action on the same facts, including a criminal prosecution of the owner, custodian, or other responsible party. The civil procedures and remedies provided for in this chapter are remedial and not punitive and are not precluded by an acquittal or conviction in a criminal proceeding.

D. Appeal of the **FINAL ORDER OR JUDGMENT**~~decision~~ of the court by either party shall be ~~by way of special action to the superior court within five (5) calendar days from the date of a final order or final judgment and shall be based on the record of the hearing. At the hearing, the court shall issue an order that includes written findings of fact and conclusions of law. if either party claims the record to be incomplete or lost and the court who conducted the hearing so certifies, a new hearing shall be conducted before that court. The owner must post a bond equivalent to sixty (60) days of impoundment costs in order to prefect the owner's appeal. Notice of the amount due shall be given to the owner by the court at the time of the seizure hearing if forfeiture is ordered. The appealing party shall bear the cost of preparing the record of the hearing on appeal. Any appeal shall be made in writing and filed with the court no later than five (5) calendar days after the decision, or else the right to appeal shall be waived. a copy of the notice of appeal shall be mailed to the opposing party.~~ **IN WRITING AND FILED WITH THE COURT NOT LATER THAN FOURTEEN (14) CALENDAR DAYS AFTER THE DECISION, OR ELSE THE RIGHT OF APPEAL SHALL BE WAIVED. A COPY OF THE NOTICE OF APPEAL SHALL BE MAILED TO THE OPPOSING PARTY. THE APPEAL SHALL BE BASED ON THE RECORD OF THE HEARING. IF THE RECORD IS LOST OR INCOMPLETE AND THE COURT WHO CONDUCTED THE HEARING SO CERTIFIES, A NEW HEARING SHALL BE CONDUCTED BEFORE THAT COURT. THE OWNER MUST POST A BOND EQUIVALENT TO SIXTY (60) DAYS OF IMPOUNDMENT COSTS TO PERFECT THE OWNER'S APPEAL OF THE FINAL ORDER OR JUDGMENT. NOTICE OF THE AMOUNT SHALL BE GIVEN TO THE OWNER BY THE COURT AT THE TIME OF THE SEIZURE HEARING, IF FORFEITURE IS ORDERED. THE APPEALING PARTY SHALL BEAR THE COST OF PREPARING THE RECORD OF THE HEARING ON APPEAL.**

E. Unless good cause is shown, the owner shall be liable for all veterinary, impound and board fees resulting from the animal's impoundment until a final decision by the court, including the pendency of an appeal. The owner shall not be responsible for any fees if the owner prevails at the hearing or ultimately on appeal.

Section 2. 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 3. 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, 2025.

ATTEST:

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona the ____ day of January, 2026.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5146 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of January, 2026, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Published in the Arizona Republic on:

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. MS 26-41

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Dawn Lang, Deputy City Manager | CFO Kristi Smith, Management Services Director
From:	Julie Goucher, Accounting Senior Manager
Subject:	Agreements for Investment Management Services

Proposed Motion:

Move City Council approve Agreement No. MS5-918-4826, with U.S. Bancorp Asset Management, Inc., and Allspring Global Investments, LLC, for investment management services, for a five-year period, beginning January 1, 2026, through December 31, 2030.

Background/Discussion:

The city engages two investment management firms to invest city funds that are not immediately expended. Each firm manages approximately half of the city's portfolio. The firms invest according to the city's investment policies to ensure safety, liquidity, and yield objectives and maintain conformance with Arizona Revised Statutes. City staff meets quarterly with investment managers to review the performance of the portfolios, discuss short and long-term investment strategies and review cash flow projections.

Evaluation:

For Award of an RFP: On May 5, 2025, city staff issued Request for Proposal No. MS5-918-4826 for investment management services. Notification was sent to all registered vendors. Eight proposals were received from the following offerors:

Academy Asset Management, LLC
Allspring Global Investments, LLC
Chandler Asset Management, Inc.

Gaard Capital, LLC
Garcia, Hamilton & Associates, L.P.
Meeder Public Funds, Inc.
Reams Asset Management
U.S. Bancorp Asset Management, Inc

The Evaluation Committee evaluated the proposals and recommends award to U.S. Bancorp Asset Management, Inc., and Allspring Global Investments, LLC, who submitted the most advantageous offers to the city in accordance with the evaluation criteria.

Financial Implications:

Fees charged are netted against the investment income earned on city assets, and are based on a tiered rate structure calculated on the cumulative balance.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
N/A	N/A	N/A	N/A	N

Attachments

US Bancorp Agreement

Allspring Agreement 12112025

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City Clerk Document No. _____

City Council Meeting Date: December 11, 2025

CITY OF CHANDLER SERVICES AGREEMENT
INVESTMENT MANAGEMENT SERVICES
CITY OF CHANDLER AGREEMENT NO. MS5-918-4826

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and U.S. Bancorp Asset Management, Inc., a Delaware corporation (Contractor or Manager), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, Chandler maintains one or more custodial accounts in which Chandler has deposited some of its assets (respectively, the "Accounts"); and

WHEREAS, the custodian of the Accounts shall be a financial institution ("Custodian") other than Manager; and

WHEREAS, Chandler wishes to engage Manager, and Manager wishes to be engaged, to manage certain assets in the Accounts (the "Managed Assets"), under the terms and conditions set forth below.

NOW, THEREFORE, Chandler and Manager agree as follows:

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

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

The term of the Agreement is five years, and begins on January 1, 2026, and ends on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services.

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 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. With thirty (30) days advance written notice to Contractor and no more than once per Contractor year, the City reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data, during normal business hours and in such a manner as to not

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interfere with normal business activities. 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. Contractor's sensitive or confidential information can be viewed by the City at a Contractor's location or via a video conference call, however the City may not record or create copies of Contractor's sensitive or confidential information. The Contractor will clearly mark such sensitive or confidential information. The City and Contractor will mutually agree to a process for the audit of sensitive or confidential information.

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with 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. The Contractor may terminate this Agreement for a material breach of its terms by the City upon the City's failure to cure such material breach within thirty (30) days after written notice thereof has been delivered by the Contractor.

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 misconduct or misrepresentations, 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 from Indemnitee's own negligent or willful misconduct or misrepresentations, 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 maintain 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: Christina Pryor	Name: Luke Schneider, CFA
Title: Procurement and Supply Senior Manager	Title: Managing Director
Address: 175 S. Arizona Ave., 3rd Floor	Address: 1101 W. Washington Street
Chandler, AZ 85225	Tempe, AZ 85288
Phone: 480-782-2403	Phone: 520-260-1574
Email: christina.pryor@chandleraz.gov	Email: schneiderl@pfmam.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. Notwithstanding the foregoing, nothing in this section shall be interpreted to restrict the parties from seeking appropriate legal remedies in the court of competent jurisdiction, as governed by the venue clause herein.

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 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 provide prior notice of any changes to key personnel. The Contractor will provide the qualifications of any proposed new or replacement key personnel to the City for review. 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 in connection with this Agreement must also comply with all applicable City of Chandler codes, ordinances, and requirements, unless it conflicts with a state or federal law, regulation, or order that applies to the Contractor. Contractor agrees to permit the City to verify Contractor's compliance.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors, means a vendor who contracts to perform work or render service to the Contractor as a part of this Agreement, 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 for employees hired during the term of the Agreement. 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. Contractor agrees to provide certification of compliance with this section upon City's reasonable prior request. 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 comply with the warranty under this provision, subject to the limits and restrictions

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under state and federal laws.

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

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

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

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

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

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

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor 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 in connection with the Contractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor must not divulge data to any third party without the City's prior written consent. Contractor 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 have first given the required notice to the City: (a) data which was known to the Contractor 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 in its performance under this Agreement and which was disclosed to the Contractor by a third party, who to the best of the Contractor's knowledge and belief, had the legal right to make such disclosure and the Contractor 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 are subject. In the event the Contractor are required or requested to disclose data to a third party, or any other information to which the Contractor 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 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, or Contractor's internal retention policies, within ten calendar days after completion or termination of services under this Agreement, the Contractor 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 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. 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 -promptly 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

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subcontracts entered into by Contractor. A material violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are 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.

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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, or duplication in any manner is prohibited without the City's prior written approval. The Contractor is permitted to retain copies of the City's records to comply with legal and regulatory obligations, and in connection with routine electronic archiving. 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

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) Exhibit A – Project Description/Scope of Services; (2) Exhibit B – Compensation and Fees; (3) this Agreement; (4) Exhibit C – Insurance Requirements; (5) Exhibit D – Special Conditions.

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

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

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

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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 Reserved.

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. Reserved.

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. The City agrees to provide the Contractor with prompt notice of any event of non-appropriation.

5.48 Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Counterpart signature pages may be delivered by email or other means of electronic transmission. Electronic signatures will be deemed original signatures for all purposes.

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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: _____
Its: Mayor	Its: Managing Director

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SCOPE OF SERVICES

Section 1: Appointment.

1.1 Scope of Appointment. Chandler hereby appoints Manager to be a discretionary investment manager for the Accounts and Managed Assets set forth on Attachment 1, and Manager accepts such appointment. Chandler may revise Attachment 1 at any time and for any reason, such revision to be effective as to this Agreement upon receipt by Manager.

1.2 Investment Policy. Notwithstanding any other provision or provisions of this Agreement to the contrary, Chandler's appointment of Manager is conditioned upon Manager's compliance with Chandler's investment policy (the "Policy"), set forth on Attachment 2. Chandler may revise its Investment Policy at any time and for any reason, such revision to be effective as to this Agreement upon receipt by Manager. Manager will notify Chandler within five (5) business days if the revisions to Chandler's investment policy are not able to be executed upon by the Manager. Manager understands and agrees that for purposes of this Agreement, any investment limitations that may be applicable to the Accounts pursuant to Arizona law referenced in Attachment 2 are hereby automatically incorporated into the Policy.

1.3 Staffing. Manager shall act under the authority and approval of Chandler's Chief Financial Officer or designee, who shall assist Manager with any necessary information, audit billings, and approve payments. Manager shall channel reports and special requests through the Chief Financial Officer. Chandler reserves the right to review any and all changes to Manager's key staff assigned to provide services to Chandler pursuant to this Agreement. If any changes to Manager's key staff is not agreeable to Chandler, upon notice to Manager by Chandler, Manager will promptly replace the key staff member with someone of equal or higher qualification.

Section 2: Manager's Responsibilities

2.1 Research, Supervision, Monitoring and Evaluation. Manager shall provide investment research and supervision of the Accounts. Manager shall continuously monitor investment opportunities for the Accounts and shall continuously evaluate the investment of the Accounts.

2.2 Investment and Reinvestment. Manager shall invest and reinvest the assets of the Accounts at such times and in such manner as Manager believes to be in the best interest of Chandler.

2.2.1 Manager shall ensure that the Accounts are invested in compliance with the Policy, as determined at the time of purchase of an investment. Manager shall be responsible for any losses incurred by Chandler arising from a violation of the previous sentence.

2.2.2 The Manager shall receive no soft dollar benefit for any transactions placed on behalf of the Account. Unless otherwise specified in writing by Chandler to

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Manager, all orders for the purchase and sale of securities for the Account shall beplaced in such markets and through such brokers and dealers for execution, at such prices as in the Manager's best judgment shall offer the most favorable execution of each transaction, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Manager by such brokers and dealers. While the Manager will make a good faith effort to require brokers and dealers selected to effect Account transactions to perform their obligations, the Manager shall not be responsible for any loss incurred by reason of any act or omission of any broker, dealer or custodian for the Account.

2.2.3 Chandler has specified in Attachment 2 the investment objectives and any specific investment restrictions and limitations which govern the Account. It will be Chandler's responsibility to inform the Manager in writing of any changes or modifications in the investment objectives of the Account as well as any additional investment restrictions and limitations applicable thereto and to give the Manager prompt written notification if Chandler deems any investment made for the Account to be in violation of such objectives or restrictions and limitations. The Manager agrees to communicate its investment strategy and activity for the Account to Chandler and to advise Chandler of any changes in the Manager's strategy at regularly scheduled quarterly meetings. The Manager, as agent with respect to the Account, unless otherwise instructed in writing by Chandler and consistent with the investment objectives of Chandler as specified in Attachment 2, when it deems appropriate, may (i) buy, sell, exchange and otherwise trade in any authorized investments and (ii) place orders for the execution of such securities transactions with or through such brokers, dealers or issuers as the Manager may select.

2.2.4 Manager is authorized, as an agent of Chandler, to give instructions to Custodian as to deliveries of securities and payments of cash for the Accounts. Manager shall not take possession of or act as custodian for the cash, securities, or other assets in the Accounts and shall have no custodial responsibility for such assets or Accounts.

2.2.5 Manager shall take into account, and may rely upon, Chandler's written advice concerning anticipated need to make cash withdrawals from the Accounts.

2.2.6 With respect to the Managed Assets, Manager shall vote proxies as Manager believes is in the best interest of Chandler as of the record date for voting such proxies. Chandler shall take all actions necessary to effect delivery of the proxy solicitations to Manager in a timely manner.

2.2.7 Chandler hereby authorizes Manager to sign IRS Form W-9 on behalf of Chandler and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

2.3 Prudent Investor Standard Applies. In investing and managing the Managed Assets, Manager shall exercise the care, skill, prudence, and diligence under the circumstances

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then prevailing that a prudent investment expert, would use in the conduct of an enterprise of like character and with like aims. Manager agrees that it is obligated to exercise good faith and candor in the performance of its duties under this Agreement. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which Chandler may have under any federal securities laws. Except as otherwise provided in this Agreement, or as agreed to in writing between Manager and Chandler, Manager shall:

2.3.1 Refrain from self-dealing or other acts which might benefit it at the expense of Chandler; and

2.3.2 Subject to Section 4.2 of this Agreement, not engage in any actions or transactions that would violate its duty of loyalty or fiduciary duty to Chandler or, other than such conflicts disclosed in Manager's Form ADV, create a conflict of interest between Chandler on the one hand and Manager on the other hand.

2.4 Books, Records, Reporting, and Certification.

2.4.1 Manager shall keep accurate books and records relating to transactions made with respect to the Accounts.

2.4.2 No less than monthly, Manager shall provide Chandler with written appraisals of the Accounts valued as of the last business day of the month, together with performance tabulations and a summary of purchases and sales within three business days of month end.

2.4.3 Manager shall furnish such additional information to Chandler about the Accounts as Chandler may reasonably request in writing from time to time.

2.4.4 To the extent necessary to ensure the accuracy of the accounting and investing of the Managed Assets, Manager shall permit Chandler to inspect Manager's books and records in accordance with Section 2.5 herein.

2.5 Audit. During the term of this Agreement and for the record retention time period mandated by the Investment Advisers Act of 1940, as amended, and upon thirty (30) days advance written notice by Chandler to Manager and no more than once per Agreement year, Manager shall make its books and records relating to the Managed Assets available during regular business hours and in such a manner as to not interfere with normal business activities to Chandler for review and audit at Manager's offices. Manager acknowledges that such books and records may be subject to examination and audit by Chandler's external auditors, and, to the extent it has the requisite jurisdiction and authority, the Auditor General of the State of Arizona, during the term of this Agreement. Any examination or audit of Manager performed by Chandler or its external auditors, or the Arizona Auditor General shall be confined to those matters solely relating to Manager's performance of its obligations under this Agreement. Manager's sensitive or confidential information can be viewed by the auditors at a Manager's location or via a video conference call, however the auditors may not record or create copies of Manager's sensitive or

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confidential information. Manager shall reasonably cooperate with Chandler's examiners or auditors or their representatives in connection with any audit under this subsection.

2.6 Attendance at Meetings. On a quarterly basis and upon reasonable request, Manager shall attend meetings with Chandler and/or related entities (i.e., Industrial Development Authority, Chandler Health Care Benefits Trust, Worker's Compensation and Employer Liability Trust, Chandler Cultural Foundation). Meeting request(s) may require in person attendance.

2.7 Specialized Services. Manager shall provide Chandler with specialized services concerning the foregoing, including but not limited to conducting research or writing papers relating to investment strategies or philosophies, new investment vehicles or structures, economic conditions, portfolio management issues pertaining to an investment style or product, conducting educational presentations to Chandler, and providing general investment literature.

2.8 Disaster Recovery Program. Manager shall maintain a disaster recovery program designed to mitigate the impact of natural disasters and other acts, events or circumstances that may prevent it from complying with its other obligations under this Agreement.

2.9 Notice. Manager shall promptly notify Chandler of any of the following:

2.9.1 The institution of any litigation or government proceeding against Manager that may reasonably be expected to have a material adverse effect on Manager's ability to perform its duties under this Agreement, the Accounts, or the Managed Assets, and the basis of the claims made in such litigation or proceeding.

2.9.2 Any settlement, decree, judgment, award, or other material development relating to litigation against Manager of the type or nature contemplated by Section 2.9.1.

2.9.3 The incapacity of Manager or any development concerning Manager that is likely to result in a material, adverse change in the Managed Assets or in Manager's ability to conduct business.

2.9.4 Any breach or failure by Manager to perform its material obligations that might have a material adverse effect on the Managed Assets or on Manager's ability to conduct business.

2.9.5 Any breach of any representation or warranty relating to Manager set forth in this Agreement.

Section 3: Chandler's Responsibilities.

3.1 Direction to Custodian. Chandler shall provide such direction to Custodian as may be necessary to allow Manager to fulfill its responsibilities under this Agreement.

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3.2

Section 4: Compensation.

4.1 **Pool Compensation.** From time to time, Manager may invest Managed Assets in a money market mutual fund or local government investment pool managed by Manager (either, individually, a "Pool") or in individual securities. Average daily net assets subject to the Fee Schedule include any assets invested in the Pool. Expenses of the Pool, including compensation for Manager and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

4.2 **Other Compensation.** If and to the extent Chandler asks Manager to render services other than those to be rendered by Manager under this Agreement, such additional services shall be compensated separately on terms to be agreed upon between Manager and Chandler.

4.3 **Expenses to Be Paid by Manager.** At its own expense, Manager shall furnish all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the Managed Assets.

4.5 **Expenses to Be Paid by Chandler.** Except as expressly provided otherwise in this Agreement, Chandler shall pay all of its own expenses, including but not limited to taxes, commissions, fees, and expenses of Chandler's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, and fees and expenses of Custodian, including safekeeping of funds and securities and the keeping of books and accounts.

Section 5: Representations and Warranties.

5.1 **By Manager.** By entering into this Agreement, Manager represents and warrants that:

5.1.1 It has full power and authority to enter into this Agreement, and that the undersigned has full power and authority to execute this Agreement on Manager's behalf.

5.1.2 It is an investment adviser registered under the Investment Advisers Act of 1940.

5.1.3 This Agreement has been duly authorized, executed, and delivered by Manager and constitutes its valid and binding obligation, enforceable against such Manager in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

5.1.4 Manager has obtained or will obtain all governmental authorizations, approvals, consents, licenses, or filings required in connection with the execution, delivery, or performance of its duties to Chandler under this Agreement.

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5.1.5 Manager has the power and authority under applicable law and the documents or instruments governing Manager to hold, manage, and invest the Managed Assets as well as the expertise, support staff, and facilities necessary to provide the services described in this Agreement and shall allocate such personnel and devote such efforts as are necessary for it to carry out its duties under this Agreement.

5.1.6 Except as expressly provided in this Agreement, as disclosed to Chandler in writing, or as otherwise agreed to from time to time between Manager and Chandler in writing, Manager does not have knowledge of any actual interests adverse to Chandler.

5.1.7 To the extent permitted by applicable law, Manager shall use all reasonable efforts to notify Chandler in writing as soon as reasonably practicable if (i) an investigation of Manager is commenced by any federal or state governmental or regulatory agency or (ii) a sanction is taken against Manager by any federal or state governmental or regulatory agency, ***provided*** that such investigation or sanction is out of the ordinary course and materially adversely affects Manager's ability to perform its duties under this Agreement

5.1.8 The execution, delivery, and performance of this Agreement by Manager will not violate any provisions governing Manager and will not violate or result in any default under any material contract or other agreement to which Manager is a party or by which Manager or its assets may be bound or any applicable statute or any rule, regulation, or order of any government agency or body.

5.1.9 To the best of its knowledge, Manager has not violated any statute, regulation, law, order, or decree to which it is subject which would adversely affect its business or financial condition or impair its ability to carry out its obligations under this Agreement.

5.1.10 Except as otherwise disclosed to Chandler, there is no legal action, suit, or arbitration or other legal or administrative investigation, proceeding, or inquiry pending against Manager in a principal capacity regarding Manager's investment management or fiduciary activities.

5.1.11 Manager shall bear all taxes and payroll expenses of any kind and description resulting from its receipt of any compensation from its management of the Accounts or otherwise received from Chandler.

5.1.12 Upon request by Chandler, Manager shall make its most current public policies concerning insider trading, ethics, and compliance available for Chandler's review.

5.1.13 Manager has not entered into any contingent fee arrangement with any firm or person concerning this Agreement, nor has Manager received any incentive or special payment from Chandler (or any other person in connection with this Agreement) apart from the consideration specified in this Agreement.

5.1.14 Manager shall notify Chandler promptly if any of its representations or warranties

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ceases to be true.

5.1.15 To the best of Manager's knowledge, all representations made by Manager in any written materials provided by Manager to Chandler are accurate in all material respects, subject to any disclaimers or other disclosures included in such written materials or provided in future disclosures that supersede prior disclosures. For the avoidance of doubt, any information provided by Manager to Chandler which originates from third-party sources shall not constitute representations for the purposes of this subsection 5.1.15.

5.1.16 Manager has not employed or retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. This Agreement is subject to Arizona Revised Statutes Section 38-511 which provides for cancellation of any Agreement within three years of its execution, without penalty or further obligation, made by a political subdivision of the State if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the political subdivision is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

5.2 By Chandler. By entering into this Agreement, Chandler represents and warrants that:

5.2.1 It has full power and authority to enter into this Agreement and that the undersigned has full power and authority to execute this Agreement on Chandler's behalf.

5.2.2 Except as otherwise specified by Chandler's Chief Financial Officer, all Managed Assets are the sole property of Chandler and are free from any charge or encumbrance.

5.2.3 It shall not remove assets from the Account without first giving reasonable written notice to Manager or terminating this Agreement.

5.2.4 It has received a copy of Part 2A and 2B of Manager's Form ADV (the "ADV") prior to or at the time of the City's execution of this Agreement.

Section 6. Custody of Assets.

6.1 Manager Not to Take Custody of Managed Assets. Nothing contained herein shall be deemed to authorize Manager to take or receive physical possession of any Managed Assets, it being intended that sole responsibility for safekeeping of the Managed Assets (in such investments as Manager may direct) and the consummation of all purchases, sales, deliveries, and investments made pursuant to Manager's direction shall rest upon Custodian. Neither Chandler nor Manager shall have any liability with respect to the custody arrangements or the acts or omissions of Custodian.

6.2 Instructions to Custodian. Chandler shall instruct Custodian to furnish such information about the Account and the Managed Assets to Manager as Manager may

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reasonably request in connection with the performance of its duties under this Agreement. Chandler acknowledges that Manager shall be relying on Custodian's identification of any assets contributed or liabilities allocated to the Accounts, as well as the availability of Managed Assets for sale. Manager may reasonably rely without further inquiry upon any information furnished to it by Custodian, and Manager shall not be responsible for any errors or omissions arising from any inaccuracies in such information.

6.3 Not Exclusive on the Part of Manager. Manager acts as adviser to other clients and may give advice, and take action, with respect to any such client which may differ from the advice given, or the timing or nature of action taken, with respect to the Accounts. Chandler acknowledges that:

6.3.1 Manager shall have no obligation to purchase or sell for the Accounts, or to recommend for purchase or sale by the Accounts, any security which Manager, its principals, affiliates or employees may purchase or sell for themselves or for any other clients.

6.3.2 There may be occasions when portfolio transactions are executed as part of concurrent authorizations by Manager to purchase or sell the same security for other client accounts served by Manager. Although such concurrent authorizations potentially could be either advantageous or disadvantageous to Manager's clients' accounts, they are effected only when Manager believes that to do so is in the interest of its respective clients' accounts. When such concurrent authorizations occur, the executions shall be allocated in an equitable manner among each of Manager's clients' accounts.

6.3.3 Transactions in a specific security may not be accomplished for all Manager's clients' accounts at the same time or at the same price.

6.3.4 Notwithstanding the foregoing and for the avoidance of doubt, Manager may not engage in transactions hereunder with its affiliates except to the extent permitted by law.

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Attachment 1
Accounts and Managed Assets

City of Chandler Core Portfolio
Industrial Development Authority
Chandler Worker's Comp & Employer Trust
Chandler Health Care Benefits Trust
Chandler Cultural Foundation

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Attachment 2
Investment Policy

CHANDLER arizona
Community of Innovation

City of Chandler Financial Policies

Investment Policy

Updated 2/8/2024 Resolution No. 5768

The purpose of the Investment Policy is to ensure investment of cash funds will be maintained in accordance with City Charter and State Statutes by defining the parameters within which public funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for the City's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. The guidelines are intended to be broad enough to allow the Chief Financial Officer (CFO) to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

Scope

This investment policy applies to all monies invested by the City pursuant to Section 3-2 of the City Code, and applies to those investments authorized by the Code and Arizona Revised Statute 35-323. Bond proceeds are governed by specific indentures and are excluded from the scope of this Policy.

Objectives

The primary objectives, in order of priority, of the City's investment activities shall be:

a. **Safety.** Safety of principal is the foremost objective of the investment programs. Investments shall be undertaken in a manner that seeks to ensure preservation of principal in the overall portfolio.
b. **Liquidity.** The investments will remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated.
c. **Return on Investment.** The investment pools and funds shall be managed with the objective of attaining the maximum rate of return given the constraints of the aforementioned safety and liquidity objectives.

Standards of Care

Prudence: The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. CFO and designees acting in accordance with procedures and this investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence

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exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probably income to be derived."

Ethics and Conflicts of Interest: Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

Delegation of Authority and Responsibilities: Responsibility for the operation of the investment program is hereby delegated to the CFO who shall act in accordance with established procedures and internal controls for the operation of the investment program consistent with this Investment Policy. All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

The City may engage the services of an external investment manager to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

Permitted Investment Instruments
The City shall invest and reinvest City monies as provided in statute and City Code in any of the following items.

Obligations issued or guaranteed by the full faith and credit of the United States of America.

Obligations issued or guaranteed by the United States or any of the senior debt of its agencies, sponsored agencies, corporations, sponsored corporations, or instrumentalities.

Bonds or other evidences of indebtedness of this state or any of the counties or incorporated cities, towns or duly organized school districts which carry as a minimum AA rating or its equivalent by an nationally recognized statistical ratings organization (NRSRO).

Commercial paper of prime quality that is rated within the top two ratings by a NRSRO. All commercial paper must be issued by a corporation organized and doing business in the United States. The portfolio is limited to a maximum 30% allocation in the commercial paper sector.

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Bonds, notes or evidences of indebtedness of any county, municipal district, municipal utility or special taxing district of any state that are payable from revenues, earnings or a special tax specifically pledged for the payment of the principal and interest on the obligations, and for the payment of which a lawful sinking fund or reserve fund has been established and is being maintained, but only if no default in payment on principal or interest on the obligations to be purchased has occurred within five years of the date of the investment, or, if such obligations were issued less than five years before the date of investment, no default in payment of principal or interest has occurred on the obligations to be purchased nor any other obligations of the issuer within five years of the investment.

Bonds, notes or evidences of indebtedness issued by any county improvement district or municipal improvement district of any state to finance local improvements authorized by law, if the principal and interest of the obligations are payable from assessments on real property within the improvement district. An investment shall not be made if:

a. The face value of all such obligations, and similar obligations outstanding, exceeds fifty percent of the market value of the real property, and if improvements on which the bonds or the assessments for the payment of principal and interest on the bonds are liens inferior only to the liens for general ad valorem taxes.

b. A default in payment of principal or interest on the obligations to be purchased has occurred within five years of the date of investment, or, if the obligations were issued less than five years before the date of investment, a default in the payment of principal or interest has occurred on the obligations to be purchased or on any other obligation of the issuer within five years of the investment.

Negotiable or brokered certificates of deposit (CD) issued by a nationally or state chartered bank or savings and loan association. CD issuers must have a short-term rating of A1 or its equivalent by a NRSRO. The portfolio is limited to a maximum 30% allocation in the negotiable CD sector.

Certificates of deposit in eligible depositories.

Deposits in one or more federally insured banks or savings and loan associations placed in accordance with the procedures prescribed in section 35-323.01.

Interest bearing savings accounts in banks and savings and loan institutions doing business in this state whose accounts are insured by federal deposit insurance for their industry, but only if deposits in excess of the insured amount are secured by the eligible depository to the same extent and in the same manner as required under this article.

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Bonds, debentures, notes, or other evidences of indebtedness that are denominated in United States dollars and that carry at a minimum an "A" or better rating, at the time of purchase, from at least two nationally recognized rating agencies and may be issued by corporations that are organized and doing business in the United States. The portfolio is limited to a maximum 30% allocation in the medium-term corporate note sector.

Participation in the Local Government Investment Pool (LGIP) established pursuant to Section 35-326, Arizona Revised Statutes and operated by the State Treasurer whose portfolio is consistent with this policy.

Securities of or any other interests in any open-end or closed-end management type investment company or investment trust, including exchange traded funds whose underlying investments are invested in securities allowed by state law, registered under the Investment Company Act of 1940, as amended.

Investment Parameters

Diversification: It is the policy of the City to diversify the investment portfolio so as to protect City monies from material losses due to over-concentration of assets in a specific maturity, a specific issuer, a specific geographical distribution, or a specific class of securities. No more than five percent (5%) of market value of the portfolio shall be invested in securities issued by a single corporation and its subsidiaries/affiliates or municipality. Securities issued by the federal government or its agencies, sponsored agencies, corporations, sponsored corporations, or instrumentalities are exempted from this provision. Portfolio percentage is calculated at the time of purchase.

Maximum Maturities: To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than five (5) years from the date of purchase.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LGIP or money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

Portfolio Management

Following the primary objective of preservation of capital, investments shall be managed to take advantage of market opportunities. In so doing, negotiable securities may be sold prior to their maturity to provide liquid funds as needed for cash flow purposes to enhance portfolio returns, or to restructure maturities to increase yield and/or decrease risk.

Purchases and Sales of Securities

All trades shall be executed with the objective of realizing the best bid or offer price available. It is the responsibility of the investment personnel and external investment advisors to know the

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"market price" or relative value of all securities before trades are executed. The method used by the investment personnel and investment advisors shall be the one that will obtain the best execution price or value given the objective of the transaction. A minimum of three (3) bids will be solicited for all transactions.

Authorized Financial Institutions

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence. This may include 'primary' dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All broker/dealers who desire to become qualified for investment transactions must supply the following (as appropriate):

a. Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
b. Proof of FINRA certification
c. Proof of state registration
d. Completed broker/dealer questionnaire (not applicable to Certificate of Deposit counterparties)
e. Certification of having read and understood and agreeing to comply with the City's Investment Policy.
f. Evidence of adequate insurance coverage.

All financial institutions who desire to become depositories must supply the following (as appropriate):

a. Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
b. Proof of state registration
c. Evidence of adequate insurance coverage

A periodic review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted.

If the City utilizes an external investment advisor, the advisor may be authorized to transact with its own Approved Broker/Dealer List on behalf of the City. In the event that the investment advisor utilizes its own Broker/Dealer List, the advisor will perform due diligence for the brokers/dealers on its Approved List. Upon request, the advisor will provide the City their Approved Broker/Dealer List.

Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery versus payment basis. Securities shall be held by the City or an

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independent third-party safekeeping institution designated by the City and evidenced by safekeeping receipts in the City's name. The safekeeping institution shall annually provide a copy of its most recent report on internal controls – Service Organization Control Reports (formerly 70, or SAS 70) prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16.

Performance Evaluation and Reporting

Investment performance shall be continually monitored and evaluated by the City's CFO. Investment performance statistics and activity reports shall be generated by the Accounting Division and will provide summary reports on a monthly basis for the CFO, and for the annual financial report.

Monthly Performance Analysis: On a monthly basis the following information, at a minimum, will be provided to the CFO:

a. The portfolio duration at the end of the current period.
b. The portfolio yield to maturity at the end of the current period.
c. The periodic realized return. Realized return is defined as the sum of the portfolio interest earnings plus amortization/accretion plus realized gains minus fees divided by the average portfolio value during the period.
d. The periodic total return. Total return is defined as the sum of all investment income plus changes in the capital value of the portfolio.
e. Year to date portfolio interest earnings plus amortization/accretion for the current year compared with the corresponding portion of the prior year.
f. Cumulative unrealized gains on the portfolio.

Approval

Any deviation from the preceding policy shall require the prior specific written authority of the City Council. The Policy shall be reviewed on an annual basis.

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Definitions

Agency – A debt security issued by a government-sponsored enterprise (GSE). While not explicitly guaranteed by the government, GSEs are generally traded with an "implied" guarantee. An example of a GSE is the Federal National Mortgage Association (FNMA).

Commercial Paper – An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Credit Quality – The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Ratings Scales – Credit quality comparison of short term and long term ratings are as follows:

Rating	Standard &Poor's		Moody's	Fitch	
Short Term	A-1+	A-1	P-1	F-1+	F-1
Long Term	AAA -A-	A+-A-	Aaa-A3	AAA-A-	A+-A-

Current Yield Current Return – A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Delivery Versus Payment (DVP) – A type of securities transaction in which the purchaser pays for the securities when they are delivered to the purchaser or the custodian.

Discount – The amount by which the par value of a security exceeds the price paid for the security.

Diversification – A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration – A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security.

Fair Value – The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

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Government Securities – An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Investment Policy – A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Local Government Investment Pool (LGIP) – An investment by local governments in which their money is pooled as a method for managing local funds.

Par – Face value or principal value of a bond, typically $1,000 per bond.

Premium – The amount by which the price paid for a security exceeds the security's par value.

Principal – The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prudent Person Rule – An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Total Return – The sum of the portfolio interest earnings plus amortization/accretion plus realized gains plus unrealized gains minus fees divided by the average portfolio value during the period.

Treasury Bills – Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000.

Treasury Notes – Intermediate U.S. government debt securities with maturities of one to ten years and issued in denominations ranging from $1,000 to $1 million or more.

Treasury Bonds – Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000.

Yield – The current rate of return on an investment security generally expressed as a percentage of the security's current price.

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EXHIBIT B
COMPENSATION AND FEES

Portfolio Assets Under Management	Annual Fee Rate (100 bps = 1%)
First $20 million	8
Next $30 million	6
Next $50 million	4
Assets in excess of $100 million	3

Fees are charged monthly in arrears based on the daily net AUM on an amortized cost basis, including accrued interest, for the month.

Minimum annual fee is $40,000 applied to all accounts.

Maximum annual fee for the first year $150,000. The City and Contractor may negotiate fee caps for subsequent years.

Fees are fixed for the first three years.

Chandler authorizes Manager to present invoices for such fees to Custodian for payment. Chandler hereby instructs Custodian to disburse funds from such account for the payment of feesto Manager.

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EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms 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 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

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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. *Financial Institution Bonds* Manager shall maintain Financial Institution coverage, including but not limited to, Computer Crime, Employee Dishonesty and Theft, Robbery and Burglary On and Off Premises coverage. Limits of Liability shall be at least Ten Million Dollars ($10,000,000) per occurrence.

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

		Minimum Limits:
Per Loss	$	5,000,000
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

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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, in whole or in part, for those portions of the policy where a waiver of subrogation is reasonably available in the insurance marketplace.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City, which approval the City will not unreasonably withhold. 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 General Liability and Automobile Liability 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 required General Liability, Automobile Liability, and Workers' Compensation Insurance 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 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. The General Liability, Automobile Liability, and Workers' Compensation 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

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cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

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

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

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EXHIBIT D
SPECIAL CONDITIONS

Termination.

1. **Cancellation by Chandler for Improper Influence.** Pursuant to Arizona Statutes §38-511, Chandler may cancel this Agreement at any time within three years after this Agreement's execution, without penalty or further obligation is any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on Chandler's behalf is or becomes at any time while this Agreement (or any extension thereof) is in effect, an employee, agent, or consultant to Manager with respect to the subject matter of this Agreement. The cancellation shall be effective when Manager receives written notice of the cancellation, unless the notice specifies a later time.

2. **Termination by Manager.** Manager may terminate this Agreement immediately upon material breach of its terms by Chandler, or at any time upon **30** days' prior written notice to Chandler. There shall be no penalty for such termination, and the fee for the final period shall be adjusted proportionately.

3. **Manager Cooperation Following Termination.** Following termination of this Agreement, Manager shall take such action as may be necessary to provide Chandler with full control over the Managed Assets and to enable the Managed Assets to be preserved to the fullest extent possible.

Disclosure.

1. **Periodic Disclosure by Chandler.** Chandler may disclose the following information concerning the Accounts and the Managed Assets to the general public: (i) the name of any such investments; (ii) the date of Chandler's initial investment; (iii) the amount of any such investment; (iv) the fees paid by Chandler to Manager; and (v) the market value of such investments, including the net rate of return to Chandler from such investments, and the investment multiple of such investments. Manager consents in advance to such disclosures and agrees that such disclosures shall not constitute a breach of this Agreement.

2. **Disclosures by Chandler to General Public as Required by Law.** Manager acknowledges that Chandler may be required to disclose information to the general public pursuant to state or local law or regulation, specifically, the Arizona Public Records Law, Arizona Revised Statutes, A.R.S. sections 39-121 to 39-121.03. Manager may mark information that it provides to Chandler as "confidential." If material marked "Confidential" is the subject of a Public Records request, and Chandler believes they are obligated to disclose, they must notify the Manager in writing. The Manager will have ten (10) business days to determine if the Manager will allow Chandler to disclose the confidential information. Chandler will not disclose the confidential information until the first to occur: (1) the Manager has exhausted its options to protect the confidential information or (2) after ten (10) business days from the date of Chandler's written notice to Manager. **3. Disclosures by Chandler to Authorities.** Chandler may be subject to investigation and audit by various regulatory agencies and other governmental authorities, including but not limited to the Arizona Attorney General and the Arizona Auditor General's Office (collectively, "Authorities"). Such investigations or audits may, under applicable law or regulation, require access to confidential information provided by Manager to Chandler.

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Chandler believes they are obligated to disclose, they must notify the Manager in writing (provided such notice is not restricted or prohibited by applicable law). The Manager will have ten (10) business days to determine if the Manager will allow Chandler to disclose confidential information. Chandler will not disclose the confidential information until the first to occur: (1) the Manager has exhausted its options to protect the confidential information or (2) after ten (10) business days from the date of Chandler's written notice to Manager.

4. **Disclosure by Manager of Confidential Documents Provided by Chandler.** Manager shall maintain in strict confidence and shall use and disclose only as authorized by Chandler, all information of a competitively sensitive or proprietary nature that it receives in connection with the work performed for Chandler hereunder. Manager shall require its personnel and any subcontractor to agree to do likewise. Chandler shall take reasonable steps to identify for the benefit of Manager, its personnel and any subcontractor, any information Chandler considers to be competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to (a) information generally available to the public; (b) information released by Chandler generally without restriction; (c) information independently developed or acquired by Manager, its personnel or any subcontractor without reliance in any way on other protected information of Chandler; or (d) information approved for the use and disclosure of Manager, its personnel or any subcontractor without restriction. Notwithstanding the foregoing restrictions, Manager, its employees and any subcontractor may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for it or them to protect their interest under this Agreement, but in each case only after Chandler has been so notified ***(provided that*** such notice is reasonably practicable and not restricted or prohibited by applicable law) and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. All reports and other written products provided to Manager in connection with work performed under this Agreement shall be considered confidential.

Corrupt Practices Act. During the term of this Agreement, Manager shall not make any payment to any person that, to Manager's knowledge, is in violation of the United States Foreign Corrupt Practices Act, as amended.

AML Laws. Manager acknowledges that to the extent that it is subject to and (to its knowledge) is in compliance with all applicable United States laws and regulations relating to anti-money laundering, including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the Bank Secrecy Act, as amended by the Patriot Act (the "BSA") (collectively, the "U.S. AML Laws and Regulations"). Manager represents and warrants that in order to facilitate compliance with the U.S. AML Laws and Regulations, it has developed and shall maintain a written anti-money-laundering prevention program reasonably designed to comply with the requirements of the U.S. AML Laws and Regulations.

SEC Rule 206(4)-5. In the event Manager is an investment adviser registered under (or is otherwise subject to) the Investment Advisers Act of 1940 [15 U.S.C. §§ 80(b) et seq.] (the "Act"), Manager certifies its compliance with Securities and Exchange Commission ("SEC") Rule 206(4)-5 [17 C.F.R. 275.206(4)-5] and the amendments to SEC Rule 204-2 [17 C.F.R. 275.204-2] of the Act with respect to Chandler's investments.

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Immunities and Defenses. Chandler reserves all immunities, defenses, rights, or actions arising out of its sovereign status, including those under the Eleventh Amendment to the United States Constitution. No provision of this Agreement shall be construed as a waiver or limitation of the immunities, defenses, rights, or actions described in the previous sentence. Chandler acknowledges that this paragraph in no way limits its obligation to make any payments or return any amounts required to be paid or returned under this Agreement.

Limitation to Manager's Authority. Except as otherwise authorized herein or pursuant hereto, it is understood that in Manager's performance of any and all duties and services under this Agreement, Manager has no authority to bind Chandler to any contracts or undertakings.

Non-collusion Covenant. Chandler and Manager each represent and agree that they have not entered into any contingent fee arrangement with any firm or person concerning this Agreement. Chandler and Manager each represent and agree that Manager has not received any incentive or special payment from Chandler or any other person apart from the consideration specified in this Agreement or any other written agreements between the parties.

Power of Attorney. Any power of attorney granted by Chandler to Manager shall automatically be revoked if it files a petition in bankruptcy, is dissolved, or is no longer Manager pursuant to this Agreement, in each case upon the occurrence of any such event.

Good Faith by Chandler. Chandler shall have no liability to Manager for any action or omission occurring in the good-faith and in accordance within their legal authority under this Agreement and applicable laws. This Section shall survive termination of this Agreement.

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City Clerk Document No. _____

City Council Meeting Date: December 11, 2025

CITY OF CHANDLER SERVICES AGREEMENT
INVESTMENT MANAGEMENT SERVICES
CITY OF CHANDLER AGREEMENT NO. MS5-918-4826

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Allspring Global Investments, LLC, a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, Chandler maintains one or more custodial accounts in which Chandler has deposited some of its assets (respectively, the "Accounts"); and

WHEREAS, the custodian of the Accounts shall be a financial institution ("Custodian") other than Manager; and

WHEREAS, Chandler wishes to engage Manager, and Manager wishes to be engaged, to manage certain assets in the Accounts (the "Managed Assets"), under the terms and conditions set forth below.

NOW, THEREFORE, Chandler and Manager agree as follows:

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's reasonable satisfaction

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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 five years, and begins on January 1, 2026, and ends on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services.

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 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

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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, upon 30 days written notice to Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with 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

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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 reasonable court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) but only to the extent caused or alleged to be caused, by the negligent willful acts, intentional misconduct, or breach of the standard of care set forth in this Agreement by 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 to the extent arising 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

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other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

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

For the City	**For the Contractor**
Name: Christina Pryor	Name: Steve Koch
Title: Procurement and Supply Senior Manager	Title: Senior Client Relations Director
Address: 175 S. Arizona Ave., 3rd Floor	Address: 1415 Vantage Park Dr., 3rd Floor
Chandler, AZ 85225	Charlotte, NC 28203
Phone: 480-782-2403	Phone: 801-694-4992
Email: christina.pryor@chandleraz.gov	Email: kochs@allspringglobal.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

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the work only. These results must comply with all applicable laws and ordinances.

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

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

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

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

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

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

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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.

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

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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 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

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data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are 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.

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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

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Exhibit A – Project Description/Scope of Services; (3) Exhibit B – Compensation and Fees; (4) Exhibit C – Insurance Requirements; (5) Exhibit D – Special Conditions.

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

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

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public

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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: _____
Its: Mayor	Its: Global Head of Fund and Client Services

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SCOPE OF SERVICES

Section 1: Appointment.

1.1 Scope of Appointment. Chandler hereby appoints Manager to be an investment manager for the Accounts and Managed Assets set forth on Attachment 1, and Manager accepts such appointment. Chandler may revise Attachment 1 at any time and for any reason, such revision to be effective as to this Agreement upon receipt by Manager.

1.2 Investment Policy. Notwithstanding any other provision or provisions of this Agreement to the contrary, Chandler's appointment of Manager is conditioned upon Manager's compliance with Chandler's investment policy (the "Policy"), set forth on Attachment 2. Chandler may revise its Investment Policy at any time and for any reason, such revision to be effective as to this Agreement upon receipt by Manager. Manager shall present a plan, including a timeline to bring the Accounts and Managed Assets into compliance with any changes to the Policy, to Chandler, and achieve compliance in accordance with the plan. Manager understands and agrees that for purposes of this Agreement, any investment limitations that may be applicable to the Accounts pursuant to Arizona law referenced in Attachment 2 are hereby automatically incorporated into the Policy.

1.3 Staffing. Manager shall act under the authority and approval of Chandler's Chief Financial Officer or designee, who shall assist Manager with any necessary information, audit billings, and approve payments. Manager shall channel reports and special requests through the Chief Financial Officer. Chandler reserves the right to review and approve any and all changes to Manager's key staff assigned to provide services to Chandler pursuant to this Agreement.

Section 2: Manager's Responsibilities

2.1 Research, Supervision, Monitoring and Evaluation. Manager shall provide investment research and supervision of the Accounts. Manager shall continuously monitor investment opportunities for the Accounts and shall continuously evaluate the investment of the Accounts.

2.2 Investment and Reinvestment. Manager shall invest and reinvest the assets of the Accounts at such times and in such manner as Manager believes to be in the best interest of Chandler.

2.2.1 Manager shall ensure that the Accounts are invested in compliance with the Policy, as determined at the time of purchase of an investment. Manager shall be responsible for any losses incurred by Chandler arising from a violation of the previous sentence.

2.2.2 The Manager shall receive no soft dollar benefit for any transactions placed on behalf of the Account. Unless otherwise specified in writing by Chandler to Manager, all orders for the purchase and sale of securities for the Account shall beplaced in such markets and through such brokers and dealers for execution, at

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such prices as in the Manager's best judgment shall offer the most favorable execution of each transaction, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Manager by such brokers and dealers. While the Manager will make a good faith effort to require brokers and dealers selected to effect Account transactions to perform their obligations, the Manager shall not be responsible for any loss incurred by reason of any act or omission of any broker, dealer or custodian for the Account.

2.2.3 Chandler has specified in Attachment 2 the investment objectives and any specific investment restrictions and limitations which govern the Account. It will be Chandler's responsibility to inform the Manager in writing of any changes or modifications in the investment objectives of the Account as well as any additional investment restrictions and limitations applicable thereto and to give the Manager prompt written notification if Chandler deems any investment made for the Account to be in violation of such objectives or restrictions and limitations. The Manager agrees to communicate its investment strategy and activity for the Account to Chandler and to advise Chandler of any changes in the Manager's strategy at regularly scheduled quarterly meetings. The Manager, as agent with respect to the Account, unless otherwise instructed in writing by Chandler and consistent with the investment objectives of Chandler as specified in Attachment 2, when it deems appropriate, may (i) buy, sell, exchange and otherwise trade in any authorized investments and (ii) place orders for the execution of such securities transactions with or through such brokers, dealers or issuers as the Manager may select (iii) execute, deliver, and file any agreements, instruments, certificates, or documents as Manager may deem necessary to facilitate any authorized investment, and (iv) take such actions and exercise all such rights and powers incidental or relating to ownership of investments in the Account..

2.2.4 Manager is authorized, as an agent of Chandler, to give instructions to Custodian as to deliveries of securities and payments of cash for the Accounts. Manager shall not take possession of or act as custodian for the cash, securities, or other assets in the Accounts and shall have no custodial responsibility for such assets or Accounts.

2.2.5 Manager shall take into account, and may rely upon, Chandler's written advice concerning anticipated need to make cash withdrawals from the Accounts.

2.2.6 With respect to the Managed Assets, Manager shall vote proxies as Manager believes is in the best interest of Chandler as of the record date for voting such proxies. Chandler shall take all actions necessary to effect delivery of the proxy solicitations to Manager in a timely manner.

2.2.7 Chandler hereby authorizes Manager to sign IRS Form W-9 on behalf of Chandler and to deliver such form to broker-dealers or others from time to time asrequired in connection with securities transactions pursuant to this Agreement.

2.3 Prudent Investor Standard Applies. In investing and managing the Managed Assets,

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Manager shall exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent investment expert, would use in the conduct of an enterprise of like character and with like aims. Manager agrees that it is obligated to exercise good faith and candor in the performance of its duties under this Agreement. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which Chandler may have under any federal securities laws. Except as otherwise provided in this Agreement, or as agreed to in writing between Manager and Chandler, Manager shall:

2.3.1 Refrain from self-dealing or other acts which might benefit it at the expense of Chandler; and

2.3.2 Subject to Section 4.2 of this Agreement, not engage in any actions or transactions that would violate its duty of loyalty or fiduciary duty to Chandler or, other than such conflicts disclosed in Manager's Form ADV, create a conflict of interest between Chandler on the one hand and Manager on the other hand.

2.4 Books, Records, Reporting, and Certification.

2.4.1 Manager shall keep accurate books and records relating to transactions made with respect to the Accounts.

2.4.2 No less than monthly, Manager shall provide Chandler with written appraisals of the Accounts valued as of the last business day of the month, together with performance tabulations and a summary of purchases and sales within three business days of month end.

2.4.3 Manager shall furnish such additional information to Chandler about the Accounts as Chandler may reasonably request in writing from time to time.

2.4.4 To the extent necessary to ensure the accuracy of the accounting and investing of the Managed Assets, Manager shall permit Chandler to inspect Manager's books and records during regular business hours relating to the Account upon advance written notice of at least 10 business days.

2.5 Audit. During the term of this Agreement and for 5 years thereafter, and upon reasonable prior notice by Chandler, Manager shall make its books and records relating to the Managed Assets available during regular business hours to Chandler for review and audit at Manager's offices. Manager acknowledges that such books and records may be subject to examination and audit by Chandler's external auditors, and, to the extent it has the requisite jurisdiction and authority, the Auditor General of the State of Arizona, during the term of this Agreement and for five (5) years thereafter. Any examination or audit of Manager performed by Chandler or its external auditors, or the Arizona Auditor General shall be confined to those matters solely relating to Manager's performance of its obligations under this Agreement. Manager shall reasonably cooperate with Chandler's examiners or auditors or their representatives in connection with any audit under this subsection. All Chandler costs associated with any audit will be

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borne by Chandler.

2.6 Attendance at Meetings. On a quarterly basis and upon reasonable request, Manager shall attend meetings with Chandler and/or related entities (i.e., Industrial Development Authority, Chandler Health Care Benefits Trust, Worker's Compensation and Employer Liability Trust, Chandler Cultural Foundation). Meeting request(s) may require in person attendance.

2.7 Specialized Services. Manager shall provide Chandler with specialized services concerning the foregoing, including but not limited to conducting research or writing papers relating to investment strategies or philosophies, new investment vehicles or structures, economic conditions, portfolio management issues pertaining to an investment style or product, conducting educational presentations to Chandler, and providing general investment literature.

2.8 Disaster Recovery Program. Manager shall maintain a disaster recovery program designed to mitigate the impact of natural disasters and other acts, events or circumstances that may prevent it from complying with its other obligations under this Agreement.

2.9 Notice. Manager shall promptly notify Chandler of any of the following:

2.9.1 The institution of any litigation or government proceeding against Manager that may reasonably be expected to have a material adverse effect on Manager's ability to perform its duties under this Agreement, the Accounts, or the Managed Assets, and the basis of the claims made in such litigation or proceeding.

2.9.2 Any settlement, decree, judgment, award, or other material development relating to litigation against Manager of the type or nature contemplated by Section 2.9.1.

2.9.3 The incapacity of Manager or any development concerning Manager that is likely to result in a material, adverse change in the Managed Assets or in Manager's ability to conduct business.

2.9.4 Any breach or failure by Manager to perform its material obligations that might have a material adverse effect on the Managed Assets or on Manager's ability to conduct business.

2.9.5 Any breach of any representation or warranty relating to Manager set forth in this Agreement.

Section 3: Chandler's Responsibilities.

3.1 Direction to Custodian. Chandler shall provide such direction to Custodian as may be necessary to allow Manager to fulfill its responsibilities under this Agreement.

3.2 Availability of Funds for the Next Fiscal Year. Funds may not presently be available under

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this Agreement beyond the current fiscal year. No legal liability on the part of Chandler may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. Chandler may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. In the event of such non-appropriation, Chandler shall promptly notify Manager in writing. Chandler's City Manager shall have the sole and unfettered discretion to determine the availability of funds.

Section 4: Compensation.

4.1 Pool Compensation. From time to time, Manager may invest Managed Assets in a money market mutual fund or local government investment pool managed by Manager (either, individually, a "Pool") or in individual securities. Average daily net assets subject to the Fee Schedule include any assets invested in the Pool. Expenses of the Pool, including compensation for Manager and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

4.2 Other Compensation. If and to the extent Chandler asks Manager to render services other than those to be rendered by Manager under this Agreement, such additional services shall be compensated separately on terms to be agreed upon between Manager and Chandler.

4.3 Expenses to Be Paid by Manager. At its own expense, Manager shall furnish all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the Managed Assets.

4.4 Expenses to Be Paid by Chandler. Except as expressly provided otherwise in this Agreement, Chandler shall pay all of its own expenses, including but not limited to taxes, commissions, fees, and expenses of Chandler's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, and fees and expenses of Custodian, including safekeeping of funds and securities and the keeping of books and accounts.

Section 5: Representations and Warranties.

5.1 By Manager. By entering into this Agreement, Manager represents and warrants that:

5.1.1 It has full power and authority to enter into this Agreement, and that the undersigned has full power and authority to execute this Agreement on Manager's behalf.

5.1.2 It is an investment adviser registered under the Investment Advisers Act of 1940.

5.1.3 This Agreement has been duly authorized, executed, and delivered by Manager and constitutes its valid and binding obligation, enforceable against such Manager in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

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5.1.4 Manager has obtained or will obtain all governmental authorizations, approvals, consents, licenses, or filings required in connection with the execution, delivery, or performance of its duties to Chandler under this Agreement.

5.1.5 Manager has the power and authority under applicable law and the documents or instruments governing Manager to hold, manage, and invest the Managed Assets as well as the expertise, support staff, and facilities necessary to provide the services described in this Agreement and shall allocate such personnel and devote such efforts as are necessary for it to carry out its duties under this Agreement.

5.1.6 Except as expressly provided in this Agreement, as disclosed to Chandler in writing, or as otherwise agreed to from time to time between Manager and Chandler in writing, Manager does not have knowledge of any actual interests adverse to Chandler.

5.1.7 To the extent permitted by applicable law, Manager shall use all reasonable efforts to notify Chandler in writing as soon as reasonably practicable if (i) an investigation of Manager is commenced by any federal or state governmental or regulatory agency or (ii) a sanction is taken against Manager by any federal or state governmental or regulatory agency, ***provided that*** such investigation or sanction is out of the ordinary course and materially adversely affects Manager's ability to perform its duties under this Agreement.

5.1.8 The execution, delivery, and performance of this Agreement by Manager will not violate any provisions governing Manager and will not violate or result in any default under any material contract or other agreement to which Manager is a party or by which Manager or its assets may be bound or any applicable statute or any rule, regulation, or order of any government agency or body.

5.1.9 Manager has not violated any statute, regulation, law, order, or decree to which it is subject which would adversely affect its business or financial condition or impair its ability to carry out its obligations under this Agreement.

5.1.10 Except as otherwise disclosed to Chandler, there is no legal action, suit, or arbitration or other legal or administrative investigation, proceeding, or inquiry pending against Manager in a principal capacity regarding Manager's investment management or fiduciary activities.

5.1.11 Manager shall bear all taxes and payroll expenses of any kind and description resulting from its receipt of any sums or compensation from its management of the Accounts or otherwise received from Chandler.

5.1.12 Upon request by Chandler, Manager shall make its most current policies concerning insider trading, ethics, and compliance available for Chandler's review.

5.1.13 Manager has not entered into any contingent fee arrangement with any firm or person concerning this Agreement, nor has Manager received any incentive or

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special payment from Chandler (or any other person in connection with this Agreement) apart from the consideration specified in this Agreement.

5.1.14 Manager shall notify Chandler promptly if any of its representations or warranties ceases to be true.

5.1.15 To the best of Manager's knowledge, all representations made by Manager in any written materials provided by Manager to Chandler are accurate in all material respects, subject to any disclaimers or other disclosures included in such written materials or provided in future disclosures that supersede prior disclosures. For the avoidance of doubt, any information provided by Manager to Chandler which originates from third-party sources shall not constitute representations for the purposes of this subsection 5.1.15.

5.1.16 Manager has not employed or retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. This Agreement is subject to Arizona Revised Statutes Section 38-511 which provides for cancellation of any Agreement within three years of its execution, without penalty or further obligation, made by a political subdivision of the State if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the political subdivision is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

5.2 By Chandler. By entering into this Agreement, Chandler represents and warrants that:

5.2.1 It has full power and authority to enter into this Agreement and that the undersigned has full power and authority to execute this Agreement on Chandler's behalf.

5.2.2 Except as otherwise specified by Chandler's Chief Financial Officer, all Managed Assets are the sole property of Chandler and are free from any charge or encumbrance.

5.2.3 It shall not remove assets from the Account without first giving reasonable written notice to Manager or terminating this Agreement.

5.2.4 It has received a copy of Part 2A and 2B of Manager's Form ADV (the "ADV").

Section 6. Custody of Assets.

6.1 Manager Not to Take Custody of Managed Assets. Nothing contained herein shall be deemed to authorize Manager to take or receive physical possession of any Managed Assets, it being intended that sole responsibility for safekeeping of the Managed Assets (in such investments as Manager may direct) and the consummation of all purchases, sales, deliveries, and investments made pursuant to Manager's direction shall rest upon Custodian. Neither Chandler nor Manager shall have any liability with respect to the custody arrangements or the acts or omissions of Custodian.

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6.2 Instructions to Custodian. Chandler shall instruct Custodian to furnish such information about the Account and the Managed Assets to Manager as Manager may reasonably request in connection with the performance of its duties under this Agreement. Chandler acknowledges that Manager shall be relying on Custodian's identification of any assets contributed or liabilities allocated to the Accounts, as well as the availability of Managed Assets for sale. Manager may reasonably rely without further inquiry upon any information furnished to it by Custodian, and Manager shall not be responsible for any errors or omissions arising from any inaccuracies in such information.

6.3 Not Exclusive on the Part of Manager. Manager acts as adviser to other clients and may give advice, and take action, with respect to any such client which may differ from the advice given, or the timing or nature of action taken, with respect to the Accounts. Chandler acknowledges that:

6.3.1 Manager shall have no obligation to purchase or sell for the Accounts, or to recommend for purchase or sale by the Accounts, any security which Manager, its principals, affiliates or employees may purchase or sell for themselves or for any other clients.

6.3.2 There may be occasions when portfolio transactions are executed as part of concurrent authorizations by Manager to purchase or sell the same security for other client accounts served by Manager. Although such concurrent authorizations potentially could be either advantageous or disadvantageous to Manager's clients' accounts, they are effected only when Manager believes that to do so is in the interest of its respective clients' accounts. When such concurrent authorizations occur, the executions shall be allocated in an equitable manner among each of Manager's clients' accounts.

6.3.3 Transactions in a specific security may not be accomplished for all Manager's clients' accounts at the same time or at the same price.

6.3.4 Notwithstanding the foregoing and for the avoidance of doubt, Manager may not engage in transactions hereunder with its affiliates except to the extent permitted by law.

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Attachment 1
Accounts and Managed Assets

Allspring Global Investments, LLC Account

City of Chandler AZ 15504800

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Attachment 2
Investment Policy

CHANDLER arizona
Community of Innovation

City of Chandler Financial Policies

Investment Policy

Updated 2/8/2024 Resolution No. 5768

The purpose of the Investment Policy is to ensure investment of cash funds will be maintained in accordance with City Charter and State Statutes by defining the parameters within which public funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for the City's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. The guidelines are intended to be broad enough to allow the Chief Financial Officer (CFO) to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

Scope

This investment policy applies to all monies invested by the City pursuant to Section 3-2 of the City Code, and applies to those investments authorized by the Code and Arizona Revised Statute 35-323. Bond proceeds are governed by specific indentures and are excluded from the scope of this Policy.

Objectives

The primary objectives, in order of priority, of the City's investment activities shall be:

a. **Safety.** Safety of principal is the foremost objective of the investment programs. Investments shall be undertaken in a manner that seeks to ensure preservation of principal in the overall portfolio.
b. **Liquidity.** The investments will remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated.
c. **Return on Investment.** The investment pools and funds shall be managed with the objective of attaining the maximum rate of return given the constraints of the aforementioned safety and liquidity objectives.

Standards of Care

Prudence: The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. CFO and designees acting in accordance with procedures and this investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence

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exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probably income to be derived."

Ethics and Conflicts of Interest: Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

Delegation of Authority and Responsibilities: Responsibility for the operation of the investment program is hereby delegated to the CFO who shall act in accordance with established procedures and internal controls for the operation of the investment program consistent with this Investment Policy. All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

The City may engage the services of an external investment manager to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

Permitted Investment Instruments
The City shall invest and reinvest City monies as provided in statute and City Code in any of the following items.

Obligations issued or guaranteed by the full faith and credit of the United States of America.

Obligations issued or guaranteed by the United States or any of the senior debt of its agencies, sponsored agencies, corporations, sponsored corporations, or instrumentalities.

Bonds or other evidences of indebtedness of this state or any of the counties or incorporated cities, towns or duly organized school districts which carry as a minimum AA rating or its equivalent by an nationally recognized statistical ratings organization (NRSRO).

Commercial paper of prime quality that is rated within the top two ratings by a NRSRO. All commercial paper must be issued by a corporation organized and doing business in the United States. The portfolio is limited to a maximum 30% allocation in the commercial paper sector.

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Bonds, notes or evidences of indebtedness of any county, municipal district, municipal utility or special taxing district of any state that are payable from revenues, earnings or a special tax specifically pledged for the payment of the principal and interest on the obligations, and for the payment of which a lawful sinking fund or reserve fund has been established and is being maintained, but only if no default in payment on principal or interest on the obligations to be purchased has occurred within five years of the date of the investment, or, if such obligations were issued less than five years before the date of investment, no default in payment of principal or interest has occurred on the obligations to be purchased nor any other obligations of the issuer within five years of the investment.

Bonds, notes or evidences of indebtedness issued by any county improvement district or municipal improvement district of any state to finance local improvements authorized by law, if the principal and interest of the obligations are payable from assessments on real property within the improvement district. An investment shall not be made if:

a. The face value of all such obligations, and similar obligations outstanding, exceeds fifty percent of the market value of the real property, and if improvements on which the bonds or the assessments for the payment of principal and interest on the bonds are liens inferior only to the liens for general ad valorem taxes.

b. A default in payment of principal or interest on the obligations to be purchased has occurred within five years of the date of investment, or, if the obligations were issued less than five years before the date of investment, a default in the payment of principal or interest has occurred on the obligations to be purchased or on any other obligation of the issuer within five years of the investment.

Negotiable or brokered certificates of deposit (CD) issued by a nationally or state chartered bank or savings and loan association. CD issuers must have a short-term rating of A1 or its equivalent by a NRSRO. The portfolio is limited to a maximum 30% allocation in the negotiable CD sector.

Certificates of deposit in eligible depositories.

Deposits in one or more federally insured banks or savings and loan associations placed in accordance with the procedures prescribed in section 35-323.01.

Interest bearing savings accounts in banks and savings and loan institutions doing business in this state whose accounts are insured by federal deposit insurance for their industry, but only if deposits in excess of the insured amount are secured by the eligible depository to the same extent and in the same manner as required under this article.

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Bonds, debentures, notes, or other evidences of indebtedness that are denominated in United States dollars and that carry at a minimum an "A" or better rating, at the time of purchase, from at least two nationally recognized rating agencies and may be issued by corporations that are organized and doing business in the United States. The portfolio is limited to a maximum 30% allocation in the medium-term corporate note sector.

Participation in the Local Government Investment Pool (LGIP) established pursuant to Section 35-326, Arizona Revised Statutes and operated by the State Treasurer whose portfolio is consistent with this policy.

Securities of or any other interests in any open-end or closed-end management type investment company or investment trust, including exchange traded funds whose underlying investments are invested in securities allowed by state law, registered under the Investment Company Act of 1940, as amended.

Investment Parameters

Diversification: It is the policy of the City to diversify the investment portfolio so as to protect City monies from material losses due to over-concentration of assets in a specific maturity, a specific issuer, a specific geographical distribution, or a specific class of securities. No more than five percent (5%) of market value of the portfolio shall be invested in securities issued by a single corporation and its subsidiaries/affiliates or municipality. Securities issued by the federal government or its agencies, sponsored agencies, corporations, sponsored corporations, or instrumentalities are exempted from this provision. Portfolio percentage is calculated at the time of purchase.

Maximum Maturities: To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than five (5) years from the date of purchase.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LGIP or money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

Portfolio Management

Following the primary objective of preservation of capital, investments shall be managed to take advantage of market opportunities. In so doing, negotiable securities may be sold prior to their maturity to provide liquid funds as needed for cash flow purposes to enhance portfolio returns, or to restructure maturities to increase yield and/or decrease risk.

Purchases and Sales of Securities

All trades shall be executed with the objective of realizing the best bid or offer price available. It is the responsibility of the investment personnel and external investment advisors to know the

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"market price" or relative value of all securities before trades are executed. The method used by the investment personnel and investment advisors shall be the one that will obtain the best execution price or value given the objective of the transaction. A minimum of three (3) bids will be solicited for all transactions.

Authorized Financial Institutions

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence. This may include 'primary' dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All broker/dealers who desire to become qualified for investment transactions must supply the following (as appropriate):

a. Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
b. Proof of FINRA certification
c. Proof of state registration
d. Completed broker/dealer questionnaire (not applicable to Certificate of Deposit counterparties)
e. Certification of having read and understood and agreeing to comply with the City's Investment Policy.
f. Evidence of adequate insurance coverage.

All financial institutions who desire to become depositories must supply the following (as appropriate):

a. Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
b. Proof of state registration
c. Evidence of adequate insurance coverage

A periodic review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted.

If the City utilizes an external investment advisor, the advisor may be authorized to transact with its own Approved Broker/Dealer List on behalf of the City. In the event that the investment advisor utilizes its own Broker/Dealer List, the advisor will perform due diligence for the brokers/dealers on its Approved List. Upon request, the advisor will provide the City their Approved Broker/Dealer List.

Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery versus payment basis. Securities shall be held by the City or an

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independent third-party safekeeping institution designated by the City and evidenced by safekeeping receipts in the City's name. The safekeeping institution shall annually provide a copy of its most recent report on internal controls – Service Organization Control Reports (formerly 70, or SAS 70) prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16.

Performance Evaluation and Reporting

Investment performance shall be continually monitored and evaluated by the City's CFO. Investment performance statistics and activity reports shall be generated by the Accounting Division and will provide summary reports on a monthly basis for the CFO, and for the annual financial report.

Monthly Performance Analysis: On a monthly basis the following information, at a minimum, will be provided to the CFO:

a. The portfolio duration at the end of the current period.
b. The portfolio yield to maturity at the end of the current period.
c. The periodic realized return. Realized return is defined as the sum of the portfolio interest earnings plus amortization/accretion plus realized gains minus fees divided by the average portfolio value during the period.
d. The periodic total return. Total return is defined as the sum of all investment income plus changes in the capital value of the portfolio.
e. Year to date portfolio interest earnings plus amortization/accretion for the current year compared with the corresponding portion of the prior year.
f. Cumulative unrealized gains on the portfolio.

Approval

Any deviation from the preceding policy shall require the prior specific written authority of the City Council. The Policy shall be reviewed on an annual basis.

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Definitions

Agency – A debt security issued by a government-sponsored enterprise (GSE). While not explicitly guaranteed by the government, GSEs are generally traded with an "implied" guarantee. An example of a GSE is the Federal National Mortgage Association (FNMA).

Commercial Paper – An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Credit Quality – The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Ratings Scales – Credit quality comparison of short term and long term ratings are as follows:

Rating	Standard &Poor's		Moody's	Fitch	
Short Term	A-1+	A-1	P-1	F-1+	F-1
Long Term	AAA -A-	A+-A-	Aaa-A3	AAA-A-	A+-A-

Current Yield Current Return – A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Delivery Versus Payment (DVP) – A type of securities transaction in which the purchaser pays for the securities when they are delivered to the purchaser or the custodian.

Discount – The amount by which the par value of a security exceeds the price paid for the security.

Diversification – A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration – A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security.

Fair Value – The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

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Government Securities – An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Investment Policy – A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Local Government Investment Pool (LGIP) – An investment by local governments in which their money is pooled as a method for managing local funds.

Par – Face value or principal value of a bond, typically $1,000 per bond.

Premium – The amount by which the price paid for a security exceeds the security's par value.

Principal – The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prudent Person Rule – An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Total Return – The sum of the portfolio interest earnings plus amortization/accretion plus realized gains plus unrealized gains minus fees divided by the average portfolio value during the period.

Treasury Bills – Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000.

Treasury Notes – Intermediate U.S. government debt securities with maturities of one to ten years and issued in denominations ranging from $1,000 to $1 million or more.

Treasury Bonds – Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000.

Yield – The current rate of return on an investment security generally expressed as a percentage of the security's current price.

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EXHIBIT B
COMPENSATION AND FEES

Portfolio Assets Under Management	Annual Fee Rate (100 bps = 1%)
First $100 million	8
Next $200 million	6
Assets in excess of $300 million	5

Basis for fee calculation is the average of daily portfolio market value.

Minimum annual fee is $80,000.

Maximum annual fee is commensurate with the above fee schedule.

Chandler authorizes Manager to present invoices for such fees to Custodian for payment. Chandler hereby instructs Custodian to disburse funds from such account for the payment of feesto Manager.

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EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms 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

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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 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 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. *Financial Institution Bonds* Manager shall maintain Financial Institution coverage, including but not limited to, Computer Crime, Employee Dishonesty and Theft, Robbery and Burglary On and Off Premises coverage. Limits of Liability shall be at least Ten Million Dollars ($10,000,000) per occurrence.

F. *Network Security and Privacy Liability*

		Minimum Limits:
Per Loss	$	5,000,000
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

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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 shall be assumed by the Contractor.

1. 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.

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2. 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.

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

4. The policies except Workers' Compensation, Professional Liability, and Financial Institution Bond, 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 naming 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.

C. *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,

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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 leased, hired, or borrowed by the Contractor.

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

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EXHIBIT D
SPECIAL CONDITIONS

Termination.

1. **Cancellation by Chandler for Improper Influence.** Pursuant to Arizona Statutes §38-511, Chandler may cancel this Agreement at any time within three years after this Agreement's execution, without penalty or further obligation is any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on Chandler's behalf is or becomes at any time while this Agreement (or any extension thereof) is in effect, an employee, agent, or consultant to Manager with respect to the subject matter of this Agreement. The cancellation shall be effective when Manager receives written notice of the cancellation, unless the notice specifies a later time.

2. **Termination by Manager.** Manager may terminate this Agreement immediately upon material breach of its terms by Chandler, or at any time upon **30** days' prior written notice to Chandler. There shall be no penalty for such termination, and the fee for the final period shall be adjusted proportionately.

3. **Manager Cooperation Following Termination.** Following termination of this Agreement, Manager shall take such action as may be necessary to provide Chandler with full control over the Managed Assets and to enable the Managed Assets to be preserved to the fullest extent possible.

Disclosure.

1. **Periodic Disclosure by Chandler.** Chandler may disclose the following information concerning the Accounts and the Managed Assets to the general public: (i) the name of any such investments; (ii) the date of Chandler's initial investment; (iii) the amount of any such investment; (iv) the fees paid by Chandler to Manager; and (v) the market value of such investments, including the net rate of return to Chandler from such investments, and the investment multiple of such investments. Manager consents in advance to such disclosures and agrees that such disclosures shall not constitute a breach of this Agreement.

2. **Disclosures by Chandler to General Public as Required by Law.** Manager acknowledges that Chandler may be required to disclose information to the general public pursuant to state or local law or regulation, specifically, the Arizona Public Records Law, Arizona Revised Statutes, A.R.S. sections 39-121 to 39-121.03. Manager may mark information that it provides to Chandler as "confidential." If material marked "Confidential" is the subject of a Public Records request, Chandler shall notify Manager of the disclosure as soon as reasonably practicable, ***provided that*** such notice is not restricted or prohibited by applicable law, and Manager shall be allowed five (5) working days to obtain injunctive relief in Maricopa County Superior Court, or Chandler will release the requested documents. Manager is completely responsible for challenging any applicable Public Records request. Chandler shall have no responsibility to challenge a Public Records request relating to any documents or any other information relating to this Agreement.

3. **Disclosures by Chandler to Authorities.** Chandler may be subject to investigation and audit by various regulatory agencies and other governmental authorities, including but not limited to the Arizona Attorney General and the Arizona Auditor General's Office (collectively,

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"Authorities"). Such investigations or audits may, under applicable law or regulation, require access to confidential information provided by Manager to Chandler. Manager agrees that, upon five (5) working days advance notice to Manager ***(provided that*** such notice is reasonably practicable and not restricted or prohibited by applicable law), Chandler may provide such information to the Authorities.

4. **Disclosure by Manager of Confidential Documents Provided by Chandler.** Manager shall maintain in strict confidence and shall use and disclose only as authorized by Chandler, all information of a competitively sensitive or proprietary nature that it receives in connection with the work performed for Chandler hereunder. Manager shall require its personnel and any subcontractor to agree to do likewise. Chandler shall take reasonable steps to identify for the benefit of Manager, its personnel and any subcontractor, any information Chandler considers to be competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to (a) information generally available to the public; (b) information released by Chandler generally without restriction; (c) information independently developed or acquired by Manager, its personnel or any subcontractor without reliance in any way on other protected information of Chandler; or (d) information approved for the use and disclosure of Manager, its personnel or any subcontractor without restriction. Notwithstanding the foregoing restrictions, Manager, its employees and any subcontractor may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for it or them to protect their interest under this Agreement, but in each case only after Chandler has been so notified ***(provided that*** such notice is reasonably practicable and not restricted or prohibited by applicable law) and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. All reports and other written products provided to Manager in connection with work performed under this Agreement shall be considered confidential.

Corrupt Practices Act. During the term of this Agreement, Manager shall not make any payment to any person that, to Manager's knowledge, is in violation of the United States Foreign Corrupt Practices Act, as amended.

AML Laws. Manager acknowledges that it is in compliance with all applicable United States laws and regulations relating to anti-money laundering to which it is subject to (to its knowledge), including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the Bank Secrecy Act, as amended by the Patriot Act (the "BSA") (collectively, the "U.S. AML Laws and Regulations"). Manager represents and warrants that in order to facilitate compliance with the U.S. AML Laws and Regulations, it has developed and shall maintain a written anti-money-laundering prevention program reasonably designed to comply with the requirements of the U.S. AML Laws and Regulations.

SEC Rule 206(4)-5. In the event Manager is an investment adviser registered under (or is otherwise subject to) the Investment Advisers Act of 1940 [15 U.S.C. §§ 80(b) et seq.] (the "Act"), Manager certifies its compliance with Securities and Exchange Commission ("SEC") Rule 206(4)-5 [17 C.F.R. 275.206(4)-5] and the amendments to SEC Rules 204-2 [17 C.F.R. 275.204-2] and 206(4)-3 [17 C.F.R. 275.206(4)-3] of the Act with respect to Chandler's investments.

Immunities and Defenses. Chandler reserves all immunities, defenses, rights, or actions arising

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out of its sovereign status, including those under the Eleventh Amendment to the United States Constitution. No provision of this Agreement shall be construed as a waiver or limitation of the immunities, defenses, rights, or actions described in the previous sentence. Chandler acknowledges that this paragraph in no way limits its obligation to make any payments or return any amounts required to be paid or returned under this Agreement.

Limitation to Manager's Authority. Except as otherwise authorized herein or pursuant hereto, it is understood that in Manager's performance of any and all duties and services under this Agreement, Manager has no authority to bind Chandler to any contracts or undertakings.

Non-collusion Covenant. Chandler and Manager each represent and agree that they have not entered into any contingent fee arrangement with any firm or person concerning this Agreement. Chandler and Manager each represent and agree that Manager has not received any incentive or special payment from Chandler or any other person apart from the consideration specified in this Agreement or any other written agreements between the parties.

Power of Attorney. Any power of attorney granted by Chandler to Manager shall automatically be revoked if it files a petition in bankruptcy, is dissolved, or is no longer Manager pursuant to this Agreement, in each case upon the occurrence of any such event.

Good Faith by Chandler. Chandler shall have no liability to Manager for any action or omission occurring in the good-faith and in accordance within their legal authority under this Agreement and applicable laws. This Section shall survive termination of this Agreement.

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. N/A

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Dawn Lang, Deputy City Manager | CFO Kristi Smith, Management 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, 2026, through December 31, 2026, 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 Fund	N/A	$300,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 26-040

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Dawn Lang, Deputy City Manager/CFO
Kristi Smith, Management Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 12, Restaurant Liquor License Application for Rahul Sahota, Agent, Tikka Drive, LLC, DBA Tikka Drive Indian Cuisine

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 365452, a Series 12, Restaurant Liquor License, for Rahul Sahota, Agent, Tikka Drive, LLC, DBA Tikka Drive Indian Cuisine, located at 80 W. Warner Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 310746.

Discussion:

This application for a liquor license was posted for hearing on December 11, 2025.

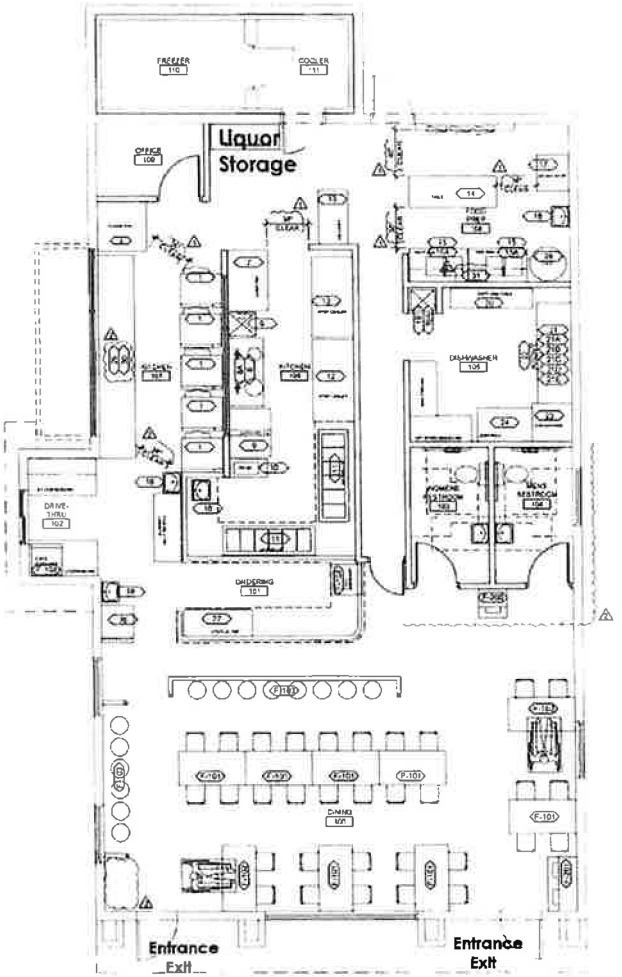
Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation for approval by the Local Governing Body will be within 60 days allowing the applicant to proceed with their new liquor license application process.

The Police Department reports no objections to the issuance of this license. 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

2,380 Square Feet



1 EQUIPMENT FLOOR PLAN

SCALE: 1/4" = 1'-0"

EQUIPMENT SCHEDULE

Item	DESCRIPTION	QTY
1	TANDOOR CLAY OVEN (CIMCAN USA MODEL#4360	1
2	ELECTRIC CONVECTION RATIONAL MODEL#ICP 10FULL E	1
3	CONDIMENT DISPENSER STERILITE CO. MODEL#CTN-P5080	1
4	WORK TABLE, GSW USA MODEL# CT14-P5080	1
5	STOCK POT STOVE ATOSA USA MODEL# ATSP-1B-1	1
6	ELECTRIC BRAISING PAN RATIONAL MODEL#VARIOPRO XL-P	1
7	HOTPLATE COUNTERTOP VEVHOOG MODEL# RBSCT-60B	1
8A	EQUIPMENT STAND W/CASTORS GSW USA MES-P3060	1
9	SKILLET BRAISING PAN RATIONAL MODEL #VARIOPRO 3-S	1
10	GAS FLOOR FRYER ATOSA USA, INC MODEL# ATF3-40-NG	1
11	HOT FOOD WELL UNIT VOLLRATH MODEL# 8780 CC	2
12	1/2 C REFRIGERATOR & 1/2 HEAT WARMING MODEL# ETSH3-2C	1/2
13	MODEL# ICE MAKER SCOTTSMAN MODEL# NS0822A-S	1
14	STAINLESS STEEL WORK TABLE GSW USA #WT-P3072	2
14A	OVERSHELF GSW USA #OS 1572 72" X 12"	1
15	ONE COMPARTMENT SINK GSW USA #SH-1H2118	2
15A	SPLASH MOUNT FAUCET GSW USA #AA-7130	2
16	WIRE SHELVING THUNDER GROUP #CWP2448 24" X 48"	2
16A	WIRE SHELVING THUNDER GROUP #CWP1848 18" X 48"	2
17	PLANETARY MIXER GLOBE #SP80	1
18	HAND SINK GSW USA #HS-5208	1
19	MOP SINK GSW USA #MSB-2424FULIP	1
19A	SERVICE FAUCET GSW USA #AA-8HG	1
20	WORK TABLE SK RESOURCES #SWTR-1572 72" X 15"	1
21	BOILED DISHTABLE GSW USA #DT1824SD-L 80 2/3" X 30"	1
21A	DISHTABLE PARTS & ACCESSORIES GSW USA #SD-1824S	1
21B	DRAIN LEVER + TWIST WASTE GSW USA #AA-32D	2
21C	PRE RINSE FAUCET ASSEMBLY GSW USA #AA-8HKD	1
21D	PRE RINSE FAUCET PARTS & ACCESSORIES GSW USA #AA-8HKD	1
21E	FAUCET, SPOUT / NOZZLE GSW USA #AA-0180	1
21	WIRE SHELVING THUNDER GROUP #CWP1448 14" X 48"	1
21A	WIRE SHELVING THUNDER GROUP #CWP1848 18" X 48"	1
22	DISHTABLE SORTING SHELF GSW USA #DTWS1842	1
23	DOOR TYPE DISHWASHER CMA #E-C-DET	1
24	CLEAN DISHTABLE GSW USA #DTAH-R	1
25	WIRE SHELVING THUNDER GROUP #CWP2448 24" X 30"	6
26	REFRIGERATED MERCHANDISER EVEREST REF #EMGR2A	1
27	UNDER COUNTER REFRIGERATOR EVEREST REF #ETDR2	6
27A	WIRE SHELVING THUNDER GROUP #CWP1848 18" X 36"	1
27B	WIRE SHELVING THUNDER GROUP #CWP1836 18" X 36"	1
28	BAG IN THE BOX	1
29	WASH TABLE SS #WT	1
30	DRY STORAGE UNDER WASH TABLE	3
31	WIRE SHELVING ABOVE THUNDER GROUP #CWP1836 18" X 36"	1

FURNITURE SCHEDULE

F-101	FOUR-TOP TABLE	7
F-102	ADA TABLE	3
F-103	STOOLS	14
F-104	BEVERAGE STATION	2
F-105	SINGLE TRASH CONTAINER	1
F-106	DOUBLE TRASH CONTAINER	1

KEYNOTES:

1. ALUMINUM CORNER CLOSURES FOR WALK-IN COOLER/FREEZER FURNISHED BY OWNER AND INSTALLED BY GC
2. STAINLESS STEEL DEMISE PLANK ON WALL CAP
3. SUMP PUMP LOCATION
4. WALK IN LIGHT SWITCH LOCATED PRIOR TO VERIFICATION OF SPACE DIMENSIONS BY GENERAL CONTRACTOR
5. EQUIPMENT ELECTRIC PANEL
6. CONTROLS MOUNTED ON SIDE OF DOOR
7. MOUNT ON SHELVING U.O.
8. RELOCATE # 250 TEMPORARILY DURING PEAK TIMES
9. NEW ELECTRIC PANEL. REFER TO ELECTRICAL DRAWINGS
10. ANSUL PULL STATION

PHNX DESIGN
1205 EAST SOUTHERN AVE. SUITE 214
MESA, ARIZONA 85204
PHONE: 602.740.2884

ARCHITECTURAL OWNERSHIP OF SERVICE - All reports, plans, specifications, computer files and documents prepared by PHNX DESIGN and their consultants shall remain the property thereto. PHNX DESIGN shall retain all common law statutory and other reserved rights including the copyright thereto.

TENANT IMPROVEMENT

80 WEST WARNER ROAD
CHANDLER, ARIZONA 85225

DATE	REVISION
1	01.24.25 CITY COMMENTS
2	01.31.25 COORDINATION
3	
4	
5	

EQUIPMENT PLAN

A2.1

PHNX JOB #: 24-552

CHANDLER arizona
Community of Innovation

City Council Memorandum **Neighborhood Resources** **Memo No.** HD25-13

Date: December 08, 2025
To: Mayor and Council
Thru: John Pombier, City Manager
Tadd Wille, Assistant City Manager
Riann Balch, Neighborhood Resources Director
From: Amy Jacobson, Housing and Redevelopment Senior Manager
Subject: Legal Services Retainer Agreement for Harvey Law PLLC to Assist in the Conversion of Public Housing Properties to Section 8 Project-Based Rental Assistance and Related Legal Matters

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Proposed Motion:

Move City Council approve Legal Services Retainer Agreement for Harvey Law PLLC to Assist in the Conversion of Public Housing Properties to Section 8 Project-Based Rental Assistance and Related Legal Matters

Background:

The City of Chandler Housing and Redevelopment Division (the City's Public Housing Authority) operates 303 units of Low Rent Public Housing and is pursuing conversion of existing public housing sites through the U.S. Department of Housing and Urban Development (HUD) authorized Rental Assistance Demonstration (RAD) Program, Section 18 Program, and other HUD repositioning programs.

Discussion:

These programs allow Public Housing Authorities to convert to Section 8 Project-Based Rental Assistance and allow 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 the U.S. Department of Housing and Urban Development (HUD) for HUD's 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. On December 12, 2024, City Council directed and approved Resolution No. 5859 approving the Development Agreement between the City of Chandler and Brinshore Development, LLC, related to real property located at 73 South Hamilton Street in Chandler known as Site 3 and to be known after redevelopment as the Haven on Hamilton. Harvey Law PLLC is an experienced firm providing legal representation related to RAD conversion and redevelopment of Public Housing properties and the associated structuring, financial and legal issues.

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, 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 5967

Agreement

RESOLUTION NO. 5967

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING LEGAL SERVICES RETAINER AGREEMENT FOR HARVEY LAW PLLC TO ASSIST IN THE CONVERSION OF PUBLIC HOUSING PROPERTIES TO SECTION 8 PROJECT-BASED RENTAL ASSISTANCE AND RELATED LEGAL MATTERS.

WHEREAS, the City of Chandler Housing and Redevelopment Division (the City's Public Housing Authority) operates 303 units of Low Rent Public Housing and is pursuing conversion of existing public housing sites through the U.S. Department of Housing and Urban Development's (HUD) authorized Rental Assistance Demonstration (RAD) Program, Section 18 Program, and other HUD repositioning programs; and

WHEREAS, on July 14, 2022, City Council passed Resolution No. 5604 authorizing the City Manager or his Designee to apply to HUD for HUD's 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; and

WHEREAS, on December 12, 2024, City Council passed Resolution No. 5859 authorizing the City Manager or designee to continue exercising the authority under Resolution No. 5604 for redevelopment of a public housing property located at 73 South Hamilton Street known as Site 3 and to be known after redevelopment as the Haven on Hamilton; and

WHEREAS, Harvey Law PLLC is an experienced firm providing legal representation in matters related to RAD conversion and redevelopment of Public Housing properties and the associated structuring, financial and legal issues.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the terms and conditions of the agreement with Harvey Law PLLC attached as Exhibit "A" to this Resolution and incorporated herein by reference.

Section 2. Authorizes 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 December, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5967 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, 2025 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

EXHIBIT “A”

City Clerk Document No. _____

RETAINER AGREEMENT LEGAL SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between the ***City of Chandler*** (the "City"), a municipal corporation of the State of Arizona and the ***Harvey Law PLLC***, (the "Firm") and is effective as of the 1st day of December 2025.

WHEREAS, the City is authorized to engage outside attorneys on behalf of the City to assist the City Attorney's Office in its representation of the City and its officers and employees; and

WHEREAS, the City Attorney may seek to assign outside counsel to provide legal representation, support and resources, as well as specialized legal advice to the City; and

WHEREAS, the Firm is experienced in providing legal representation in the areas of law deemed necessary by the City Attorney and has the necessary resources to do so.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. SCOPE OF SERVICE

1. The City hereby retains and employs the Firm to provide legal representation of the City, its duly authorized officers, employees, and volunteers, as the ATTORNEY's area of concentration and experience may allow in the matters related to RAD conversion and mixed-finance development and other related legal actions needed for redevelopment of the City's Public Housing currently known as Site 3.

2. The Firm will provide the Services in accordance with the City's Legal Representation Guidelines, which are attached hereto and incorporated herein by this reference.

3. The services provided pursuant to the Agreement are nonexclusive and the City is not limited by the Agreement from entering into other agreements for legal services with other attorneys, nor is the City required by this Agreement to assign any specific legal matters or volume of legal matters to the Firm.

4. Referral of specific legal matters will be through a Matter Notice Letter as requested by the City and signed by the Firm. A copy of each Matter Notice Letter shall be provided to the Chandler City Attorney. The Matter Notice Letter will contain:

a) The name and designation of the matter for which legal services are sought; and
b) An explanation of the scope of work.

SECTION 2. TERM

The City agrees to retain the Firm from the date of this Agreement and expires on November 30, 2028, unless mutually extended by the Firm and the City, in writing. The Firm will

undertake to represent the City to the conclusion of each matter assigned, even if the conclusion extends beyond the terms of this Agreement.

The City has the right to terminate this Agreement, in whole or in part, without penalty, by notifying the Firm in writing of such termination prior to the effective date of such termination. Such notification of termination shall state the effective date of termination. In the event of such termination, the Firm shall, unless otherwise mutually agreed upon in writing, cease all services immediately, except such services that are necessary to wind-up, in a cost-effective matter, all services being provided. Subject to Appropriation as described in this Agreement, the City shall be liable for payments for all services performed under this Agreement to the effective date of termination, plus any necessary services to effectively wind-up.

SECTION 3. ATTORNEY FEES

1. The Firm will provide the City with Services under this Agreement at the following rates and charges, unless amended by the Parties in writing. Hours of service shall be billed based on increments of no less than one/tenth of an hour and shall represent actual time spent, rather than a standard charge for the activity performed.

Hourly Rates:

$325 Partner per hour

2. The Firm agrees to assign matters to paralegals and law clerks to achieve the most cost-effective service in the City's best interest.

3. The Firm agrees not to bill for the service of more than one attorney (or paralegal/law clerk or combination of attorney, paralegal/law clerk) who attends the same meeting, conference or event unless approved in advance. The Firm agrees to assign work to attorneys, paralegals and law clerks in a manner to achieve the most cost-effective benefit to City as is in the City's best interest.

4. The Firm agrees that per A.R.S. §12-304 the City is exempt from all court fee charges including, but not limited to, AZ TurboCourt fees.

Travel Rates:

The City will pay for travel time related to work performed pursuant to the terms of this Agreement.

SECTION 4. TERMINATION

This Agreement may be terminated by either party upon written notice. Notice of termination of the Agreement on behalf of the City may be given at any time at the discretion of the City Attorney.

In the event of termination, the Firm shall be paid compensation for Services performed. The City reasonably believes that funds can be obtained to make all payments according to the approved budget during the remainder of the fiscal year. If, however, the City does not allocate funds to continue the legal representation, this Agreement shall automatically terminate when appropriated funds expire as provided in the Legal Representation Guidelines attached as **Exhibit "A"**.

SECTION 5. ASSIGNMENT AND SUBCONTRACTING

The Firm shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement, nor shall the Firm subcontract the provision of Services under the Agreement, without prior written consent of the City Attorney.

SECTION 6. AMENDMENT AND MODIFICATION

No provision of this Agreement will be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and signed by the City Attorney and the authorized agents of the Firm.

SECTION 7. APPLICABLE LAW

This Agreement shall be governed by and interpreted according to the laws of the State of Arizona.

SECTION 8. CONFLICTS

The Firm warrants that it has used due diligence to determine if it has a conflict in representing the City and that it does not except as specifically detailed in a separate document provided to the City Attorney and that by executing this Agreement, the Firm and the City have agreed that the representation contemplated in this Agreement has been approved by the City and by those clients of the Firm who must also consent to the representation due to the conflict. During the term of this Agreement, the Firm may not represent a client whose position may be adverse to the City without obtaining the City's prior written consent to the adverse representation in accordance with the Rules of Professional Conduct, Rules 1.7 and 1.8.

SECTION 9. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the City may cancel this Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City is or becomes at any time while this Agreement or an extension or renewal of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement.

SECTION 10. INDEPENDENT CONTRACTOR

The Firm is an independent contractor and not an employee of the City. No permitted or required

approval by the City of documents or Services of the Firm shall be construed as making the City responsible for the manner in which the Firm performs Services or for any negligence, errors or omissions of the Firm. Such approvals are intended only to give the City the right to satisfy itself with the quality of the service performed by the Firm and the Firm specifically retains its independence of professional judgment.

SECTION 11. EXCLUSIVE BENEFIT OF THE PARTIES/NO THIRD PARTY RIGHTS

Except as specifically provided in this Section, this Agreement is not intended to create any rights, benefits, powers, or interests in any third party and this Agreement is entered into for the exclusive benefit of the City and the Firm.

SECTION 12. SEVERABILITY

If any portion of this Agreement is found to be invalid, the remainder of the Agreement remains in effect.

SECTION 13. PROHIBITION AGAINST CONTINGENT FEES

The Firm warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee.

SECTION 14. FIRM REPRESENTATIONS

1. **Forced Labor of Ethnic Uyghurs Prohibited.** By entering into this Agreement, the Firm certifies under A.R.S. sec. 35-394 that the Firm does not currently and agrees for the duration of the contract that the Firm will not use: (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.

2. **No Israel Boycott.** By entering into this Agreement, the Firm certifies that the Firm 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.

SECTION 15. NOTICES

Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

City:	Kelly Y. Schwab, Chandler City Attorney Mail Stop 602 P.O. Box 4008 Chandler, Arizona 85244-4008 (480) 782-4640 Kelly.Schwab@chandleraz.gov	Firm:	Travys Harvey Harvey Law PLLC 7702 East Doubletree Ranch Road Suite 300 Scottsdale, Arizona 85258 (602) 622-9454 tharvey@harvey.legal

Either party may, at any time and from time-to-time, change its representative or address by written notice to the other.

THE CITY OF CHANDLER, a political Subdivision of the State of Arizona

_____
MAYOR

HARVEY LAW PLLC

_____
By: Travys Harvey
As its: Owner and Managing Attorney

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

EXHIBIT A
LEGAL REPRESENTATION GUIDELINES

These Legal Representation Guidelines ("Guidelines") set forth the procedures that govern the Chandler City Attorney's Office's ("City") relationship with its Contracted Counsel ("the Firm") and City's expectations when retaining the Firm to represent City.

City regards its relationship with each retained attorney and the Firm as personal and contractual. Adherence to these Guidelines is a condition of maintaining that relationship. City expects the Firm to maintain the highest ethical standards and to comply with all applicable laws, rules, and regulations governing ethical conduct. Nothing contained in these Guidelines is intended to, nor shall it, restrict the Firm's exercise of professional judgment or infringe upon the attorney-client relationship in any manner.

City expects the Firm, and any para-professionals working on City claims, to read and comply with these Guidelines. These Guidelines supersede any previously provided Guidelines.

1. Introduction. These Guidelines apply to all contracted counsel ("Outside Counsel" or "Counsel") retained by the City of Chandler to provide legal services in connection with a matter. Outside Counsel shall become familiar with and adhere to these Guidelines in providing legal services in connection with the matter. The City wishes to remind Outside Counsel that the City expects Counsel to provide high quality legal services at a reasonable cost, to maintain transparency in billing, and to be mindful of the responsibility to conserve public resources without compromising the quality of the services provided. Contracted Counsel will work in conjunction with and at the direction of the City Attorney in the performance of Services hereunder.

Contracted Counsel will observe and abide by the terms and conditions of all applicable law, regulations, Rules of Professional Conduct, ordinances, and rules of the United States, of the State of Arizona, and of the City of Chandler.

In the event of conflict between these Guidelines and the provisions or terms of the Retainer Agreement Legal Services, the provisions and terms that offer the City the most favorable result in the sole opinion of the City Attorney whose decision is final shall govern and prevail.

The Services provided pursuant to the Agreement are nonexclusive and the City is not limited by this Agreement from entering into other agreements for legal services with other attorneys, nor is the City required by this Agreement to assign any specific legal matters or volume of legal matters to Contracted Counsel.

2. Designated Contact.

a. City Attorney may designate a department attorney (the "Designated Contact") to work with Outside Counsel; if no attorney is designated then the City Attorney shall be Designated Contact for purposes of these Guidelines. Outside Counsel shall contact the Designated Contact for any approvals required by these Guidelines of litigation events or expenses.

Outside Counsel should consult frequently with the Designated Contact regarding matters Outside Counsel is handling so that the City will have current information about the status of the matters and can have input on such questions as whether a particular assignment is necessary, a particular deposition is worthwhile, or a particular document production can be completed more economically in-house. As appropriate, Outside Counsel will schedule periodic meetings and conference calls with the Designated Contact to discuss developments and strategy in the matter.

b. Outside Counsel shall contact the Designated Contact at the beginning of the engagement to set up an initial meeting at which relevant names and phone numbers, to the extent then known, can be given to Outside Counsel, and arrangements can be made for the provision of documentary evidence, including electronic discovery, to Outside Counsel. Whether such a meeting is actually held will be at the direction of the Designated Contact.

c. Outside Counsel should use its professional judgment in deciding whether to obtain the prior approval of the Designated Contact for a litigation event, where such approval is not specifically required by these Guidelines. Litigation Events that are specified in a plan of litigation and/or a budget that was previously submitted to and approved by the Designated Contact will ordinarily not need to be re-submitted for approval at the time the litigation event is about to transpire.

d. All bills submitted by Outside Counsel will be reviewed by and are subject to the approval of the Designated Contact.

3. Notifications. Outside Counsel shall promptly advise the Designated Contact in writing of any significant developments in a matter. Unless a court appearance, settlement discussion or other important meeting is scheduled less than 72 hours in advance, Outside Counsel shall notify the Designated Contact of such events at least 72 hours in advance (or within such other time as the Designated Contact may agree to) to enable Outside Counsel and other representatives of the City to attend or participate. In the event that a court appearance, settlement discussion or other important meeting is scheduled less than 72 hours in advance, Outside Counsel shall notify the Designated Contact as early a time as is practicable.

4. Settlement Offers or Negotiations. Outside Counsel shall immediately convey all offers of settlement to the Designated Contact who will consult with the appropriate persons in the Law Department and the City regarding any such offers. Outside Counsel may not enter into any settlement negotiations or settlements without the prior approval of the Designated Contact. The Designated Contact will make all determinations concerning such offers of settlement. Outside Counsel shall consult with the Designated Contact and obtain the Designated Contact's prior written approval for any proposed resolution of the matter Outside Counsel is handling. Outside Counsel will not affect a final compromise of any matter, nor assert any conflict waivers without the prior written approval of the City Attorney.

5. Copies of Documents. Outside Counsel shall provide the Designated Contact with copies of drafts of all significant pleadings in any litigation or other documents that Outside Counsel intends to provide to, or file with, a court or a government agency that may potentially affect the disposition of a matter, for the Designated Contact’s review and approval, at least 72

hours before they are filed or submitted (or such other time as the Designated Contact may agree to). Outside Counsel shall also provide the Designated Contact with final documents and/or imaged copies of as-filed documents, as the Designated Contact may request, as soon as is reasonably practicable. (If no instructions are received from the Designated Contact, Outside Counsel shall, at a minimum, provide copies of as-filed documents.)

6. Ownership and Access. All materials developed, prepared, kept or acquired during the performance of Services under this Agreement, including without limitation, all finished or unfinished documents, research, pleadings, memoranda, briefs, data, studies, surveys, drawings, manuals, maps, models, photographs, and reports (hereinafter collectively called "Documents") shall be available to the City Attorney upon request. Under the Arizona Rules of Professional Conduct, Rule 1.6, Outside Counsel's duty of confidentiality prohibits Outside Counsel from disclosing any information gained in the representation without the City Attorney's written permission. Documents shall be the exclusive property of the City Attorney and all such materials shall be retained by Outside Counsel for a minimum of seven (7) years from the date any and all appeal rights expire or conclusion of the matter. At the end of this retention term, the City Attorney shall be notified and given sixty (60) days to reclaim Documents or each file prior to its destruction by Outside Counsel. At all times, City Attorney shall have access to all Documents within 48 hours of a request for access.

7. Public Information. Outside Counsel acknowledges that information created or exchanged in the course of representation of a governmental body may be subject to the State of Arizona laws regarding public records A.R.S. § 39-121 *et. seq.* and may be subject to required disclosure. Outside Counsel will exercise professional judgment and best efforts when creating documents or other media intended to be confidential or privileged attorney-client communications that may be subject to disclosure under the State laws regarding public records (e.g. invoices where incidental notation may tend to reveal litigation strategies or privileged information). Outside Counsel should mark confidential or privileged attorney-client communications as confidential. This paragraph shall not be interpreted to limit Outside Counsel's duty to provide full disclosure to City and the City Attorney as necessary in Outside Counsel's judgment to represent City with due professional care or as required by applicable law or disciplinary rules.

8. Conflicts of Interest. The Arizona Rules of Professional Conduct and the Arizona state laws may affect whether and under what limitations a public entity may allow a waiver of a conflict of interest in legal representation. To the extent that the Rules and Law in this jurisdiction allow a waiver of a conflict of interest, the waiver must conform to those requirements or Outside Counsel must forego representing any other party where a conflict exists between that party and the City. In light of this restriction, Outside Counsel shall disclose to the City, as soon as is reasonably practicable, the identity of any client or prospective client the Outside Counsel represents or proposes to represent in any matter involving the City, or being heard by any City agency, with a short description of the matter and the possible adverse consequences to the City of such representation. Thereafter, Outside Counsel shall take one of the following actions:

a. Obtain the City's consent, in writing, to waive the conflict. Where appropriate, in the discretion of the City Attorney, the City may require, as a condition of such consent, that Outside Counsel implement and maintain, for the duration of the matter, effective

screening procedures (an internal "firewall") to prevent the flow of information between the attorneys performing services under this Agreement and the attorneys representing the other client or prospective client, and any such firewall shall be subject to the City's approval; or

b. Discontinue (or forego) its representation of the other client.

9. Contact with the Media. Outside Counsel is not authorized to comment publicly on any City matters, to issue statements or press releases or to disclose to the media any facts involving or relating to the matter Outside Counsel is handling without the prior approval of the City Attorney. Outside Counsel shall cooperate with the City Attorney regarding requests for information and, if requested by the City Attorney, assist in the preparation of documents relating to the matter. If Outside Counsel receives any media inquiries, Outside Counsel shall refer them to the City Attorney.

10. Staffing.

a. Attorneys. Outside Counsel and the Designated Contact will agree upon the specific attorney(s) who will have a lead role in the matter. Outside Counsel may not substitute a different attorney for a lead role without the Designated Contact's prior approval in writing. Outside Counsel shall submit a staffing profile that identifies the partners, associates and paralegals who will work on the matter. Changes in such staff are subject to the prior approval of the Designated Contact. The City Attorney reserves the right to request, and to object to, representation by specific attorneys within Outside Counsel's firm. Outside Counsel should minimize staffing changes; however, it is recognized that staffing changes may be necessary from time-to-time. The City will not pay for learning time associated with a change in personnel initiated by Outside Counsel, except that, if the change in personnel was made at the request of the Designated Contact and not because of poor performance, inaccessibility or lack of cooperation by the original personnel, the City will pay the reasonable costs associated with the review of the file by the new personnel.

b. In performing the services, Outside Counsel shall select, for each task, an individual suitable for the task and the specific needs of the matter. Each such individual must have appropriate experience in the area in which he or she is performing services and hold all necessary licenses and admissions.

c. Outside Counsel shall not:

1. Overstaff City matters;

2. Charge for any services that duplicate the efforts of other assigned staff;

3. Charge for time of newly assigned lawyers, after a change in personnel, spent to become familiar with the matter, or time spent duplicating work performed by an attorney previously assigned to the matter except in the circumstances permitted in 11.a. above.

d. Limitation on Hourly Billing for Multiple Attorneys. The City will pay for only one attorney to attend meetings, depositions, hearings, court conferences, and trials, unless expressly and clearly specified in Outside Counsel's litigation plan, or unless otherwise approved

in advance by the Designated Contact.

e. Paralegals. Some examples of the kinds of activities that generally should be performed by a paralegal, and not by an attorney, are:

1. Ordering searches such as title or legal records searches;
2. Ordering public records;
3. Organizing and re-organizing files that involve case documents such as separating and cataloguing responses to requests for production of documents;
4. Indexing file material, but only if a degree of professional judgment with respect to categorization is required;
5. Preparing subpoenas or notices for deposition, entry of appearance, substitution of Outside Counsel, requests to produce, jury trial demands, and other routine litigation documents;
6. Summarizing answers to interrogatories;
7. Preparing records requests and subpoenas;
8. Summarizing employment and other records;
9. Abstracting or digesting depositions; and
10. Summarizing document production.
Unless approved in advance by Designated Contact, these activities must not be billed at and will not be paid at an attorney rate.

f. Experts and consultants. The selection and retention of experts, appraisers, consultants, and investigators shall be coordinated with and approved by the Designated Contact. Outside Counsel shall itemize charges for any such services on its invoices.

11. Legal Research. The City will pay only for research reasonably necessary to complete the assignment. Outside Counsel shall obtain prior approval from the Designated Contact before conducting a legal research assignment that is expected to exceed ten hours. Outside Counsel shall consult, within its own firm and with the Designated Contact, prior to conducting legal research, to determine whether similar issues have been previously researched by Outside Counsel or by the City Attorney's Office. This is especially true of Notice of Claim, Statute of Limitations and Immunity issues, which are frequently litigated by the City Attorney. Outside Counsel is required to use such prior research where possible and applicable, and in such situations may charge the City only for research connected with updating the previously researched issues. Outside Counsel shall not initiate research before it is needed unless the Designated Contact expressly approves in advance.

12. Intra-Office Conferences. Intra-office conferences may be held for the purpose of discussing strategy and legal issues in the matter if included in the budget. All intra-office conferences for which the City will be billed may be held only as needed, and their length, as well as the number of persons attending, shall be kept to a minimum, included in the budget and approved in advance by Designated Contact. The City will not pay for conferences that are supervisorial or instructional (including conferences regarding case management). Also, Outside Counsel may not bill for non-substantive internal conferences about City matters. Bills for intra-office conferences shall describe in detail the reason for the conference and the subject matter of the discussion. In the event an intra-office conference is essential to the representation and not

approved in advance by Designated Counsel, the Designated Counsel must be notified as soon as practical following the conference as to the reason for the conference, the persons attending and its outcome. The City may agree to pay for the conference if it concludes the reason for it and its cost is fully justified.

13. Reviewing Files. The City will not pay for the review of a file by an attorney who is merely supervising the work of another employee of the firm. Similarly, Outside Counsel shall not bill the City for file review if an event does not precipitate such review (such as a telephone call or receipt of correspondence) or if the file review does not result in the creation of any tangible work product. The City considers such review to be part of Outside Counsel's overhead and contained in Outside Counsel's hourly rate structure. Any invoice that includes "file review" as an item shall provide details or that item will not be considered for payment by the Designated Contact.

14. *Document or Deposition Summaries.* Outside Counsel may not charge for routinely digesting, abstracting, or summarizing documents and depositions, unless the Designated Contact has expressly and specifically agreed to such services, and they have been included in the budget.

15. *Written Status Reports.* Outside Counsel may not charge the City for any status report not included in the budget, unless the status report was requested by the Designated Contact and the Designated Contact has agreed that it is compensable.

16. *Communications with City/Employees Outside the City Attorney's Office.* Before outside Counsel engages in any substantive communications with City officers or employees outside of the City Attorney's Office, Outside Counsel shall inform the Designated Contact of its intention to have such a communication. After the first instance, Outside Counsel is not expected to inform the Designated Contact each and every time it has such a communication unless the Designated Contact has specifically asked Outside Counsel to provide such information, or unless a communication is likely to go or has gone beyond the scope of the communications approved by the Designated Contact.

17. Reimbursable Expenses. The City will reimburse Outside Counsel for actual, reasonable, and necessary out-of-pocket expenses at cost without mark-up. All expenses shall be documented to the satisfaction of the City Attorney. Some examples of expenses for which the City may allow reimbursement, unless excluded by the terms of a particular contract, are the following:

a. Messenger Services.

b. Overnight or other expedited delivery services. The City does not expect all documents to be hand-delivered or sent by an overnight or express delivery service, but such services may be used where appropriate under the circumstances.

c. Photocopying and Bates Labeling. Photocopying and Bates labeling costs are reimbursable if performed for Outside Counsel by an outside photocopying vendor. In such instances, reimbursement will be made at the lower of Outside Counsel's actual cost or an amount not to exceed .20 cents per page for routine copies, .50 cents per page for color copies, and **.00**

cents per page for routine Bates labeling. Whenever Outside Counsel seeks reimbursement for copying or Bates labeling by an outside photocopying vendor, Outside Counsel shall present to the City a copy of the photocopying vendor's invoice, which shall identify the type of copying (e.g., routine or color), the number of pages of each type copied, the number of pages Bates labeled, and the cost per page for each of these services. In-house copying costs are not reimbursable. When in-house Bates stamping is performed by an Outside Counsel paralegal, Outside Counsel will be reimbursed for the time spent Bates stamping at the paralegal hourly rate. Where productivity software is available to Bates Stamp documents and it is not used, Outside Counsel must provide an explanation for not using the software and City may adjust the amount of payment based on its estimate of the excess cost attributed to not using the productivity software.

d. Lodging and Meals. Lodging and meals are reimbursable only in the context of non-local travel under the contract, and then will be reimbursed at rates no greater than the lesser of the actual cost (without markup). The City will not reimburse for meals in connection with local travel, meaning travel that is 100 miles or less from the offices of Outside Counsel, unless the contract otherwise expressly provides. In no event will the City pay any broker's fee or finder's fee associated with the rental of any hotel room, apartment or other lodging.

e. Travel expenses such as Air Fare, Mileage, Rental Cars, and Taxi Fares. Outside Counsel shall bill air travel under the contract at no higher than the economy or coach fare. Outside Counsel shall use its best efforts to make airline reservations in advance so as to take advantage of lower air fares. While on non-local travel under the contract, meaning travel that is more than 100 miles from Outside Counsel's offices, Outside Counsel may bill the City for reasonable mileage or for the cost of a rental car when necessary and when the cost of a rental car is less than other forms of ground transportation. If the cost of a rental car is less than the mileage expense, a rental car must be used. Under such circumstances, the City will reimburse only at the rate for small, non-luxury vehicles. Outside Counsel may seek reimbursement for taxi fares when on non-local travel but any requests for reimbursement for taxi fares will be closely scrutinized for necessity and reasonableness.

If Outside Counsel’s travel is both for the City and for another client or other activities of Outside Counsel, Outside Counsel may bill the City only for the City's pro rata share of the travel expenses.

18. Travel Time. Outside Counsel may bill the City for travel time FOR NON-LOCAL TRAVEL WHEN APPROVED IN ADVANCE at the applicable hourly rate(s) as set forth elsewhere in the contract. If Outside Counsel's travel is both for the City and for another client or other activities of Outside Counsel, the City shall be billed only for the City's pro rata share of such travel time. Non-local travel shall be approved in advance by the Designated Contact. Consistent with Paragraph 16.d. of these Guidelines, the City will pay for travel by only one person, unless the Designated Contact gives advance approval for travel by more than one person. TRAVEL TIME FOR LOCAL TRAVEL IS NOT AUTHORIZED AND MAY NOT BE BILLED OR PAID.

19. Non-Reimbursable Expenses. The City will not pay for the following expenses, without limitation:

a. Facsimile charges other than the long distance charges associated with the transmission.

b. Local telephone expenses.

c. Office supplies.

d. Charges for business meals or refreshments, unless related to out-of-town travel and then only in accordance with these Guidelines.

e. In-house messenger services.

f. Law books, journals, periodicals, subscriptions, etc.

g. Computer consultants or technical support (This does not apply to the situation where Outside Counsel has engaged a computer, information technology or litigation technology support consulting firm to provide expert consulting services in support of and necessary to the representation.).

h. Mobile phone charges.

i. Charges for Lexis, Westlaw, and other such research services.

j. Charges associated with purchasing or renting software or equipment such as copiers, printers, computers, etc.

20. Non-Reimbursable Services. The City will not pay for the following services, without limitation:

a. Secretarial, clerical or word processing services (whether ordinary, temporary or overtime).

b. Administrative services (including file creation, file organization and maintenance or closing).

c. Accounting, billing, or book-keeping services. (This does not apply to the situation where Outside Counsel has engaged an accountant or accounting firm as a subcontractor to provide expert consulting services in support of and necessary to the representation.)

d. The time of summer associates.

e. The time of law school graduates who are not admitted to the bar, except that, with the prior approval of the Designated Contact, such time may be billed at paralegal rates.

f. The time of librarians.

g. The time of computer or information technology support staff, or litigation technology support technicians. (This does not apply to the situation where Outside Counsel has engaged a computer, information technology or litigation technology support consulting firm to provide expert consulting services in support of and necessary to the representation.)

h. Charges associated with creating, maintaining, or using an information or case management system.

i. The time spent reviewing, negotiating, or executing the contract or any amendments to the contract.

j. Charges associated with preparing bills or negotiating disputes over bills.

k. Redrafting due to substandard work.

l. The supervision, education or training of attorneys, paralegals, or other staff of Outside Counsel, including assigning such staff on a transient basis to a City matter.

m. Office overhead costs of any kind.

21. Additional Invoicing and Billing Guidelines.

a. Individuals assigned to work on a matter are expected to perform at high

levels of efficiency.

b. Outside Counsel shall submit invoices for services rendered and/or for expense reimbursement, at a minimum, on a monthly basis. Invoices shall be submitted no more than 30 days after the end of the month in which the services reflected on the invoice were provided. It is especially important that any services rendered prior to June 30 of a given year be submitted no later than 30 days after that date; in addition, Outside Counsel must provide an estimate of this invoice (to include all work and expenses that have not been previously billed/incurred during the City fiscal year) on or before the last day of the City fiscal year. The City prefers that invoices cover no more than one calendar month, so that no one invoice will show hours billed in different months. There may be situations in which this is not practical, such as where the billing is task-based. If billing questions arise, they can be discussed with the Designated Contact.

c. Where Outside Counsel has been assigned more than one case or matter under a particular contract, and each case or matter has a different case number associated with it, Outside Counsel shall send a separate invoice for each such case or matter.

d. Each invoice shall contain the following information:

1. The case number (i.e., number).
2. The name or title of the matter.
3. A unique invoice number for the particular invoice.
4. Outside Counsel's taxpayer identification number.
5. The name of the Designated Contact.
6. Outside Counsel's billing contact.
7. The time period covered by the invoice.
8. The date of the invoice.
9. For hourly rate billing:

i. The specific dates of the services, the names of the persons who performed the services billed, their titles and, where applicable, their respective hourly rates.

ii. A full description of each charge. Where attorney client privilege or other confidential matters are subject to disclosure under the Public Records Law, the description should be reasonably full and complete for the City to make an informed decision regarding compliance with these Guidelines and the payment of the charges without disclosing the privileged or confidential information, disclosing the litigation strategy, or harming the City in the matter. For charges requiring prior approval of the Designated Contact, note the date of the approval.

iii. Time spent in .10 of an hour increments. (Not applicable in the case of task-based billing.)

10. For task-based billing: A description of each completed task for which payment is sought, and the amount billed for the completion of the task.
11. An itemized description of any disbursements and the charge for the disbursements.
12. Time Keeper Summary.

e. Outside counsel shall avoid vague or unclear descriptions of services rendered. A vague or unclear invoice is one that does not provide clear and specific information on, in most instances, the nature of the task, the reason for the task, the individual who performed the task, or the amount of time that was spent on a task. Outside Counsel's invoices shall provide

clear, specific information relating to each task. For example, a bill for a telephone conversation shall specify the parties and the purpose of the call. A bill for the drafting or review of any correspondence, pleadings, or other documents shall specifically describe the item in question. A bill for legal research time shall specify the issue(s) researched. Where attorney client privileged or other confidential matters are subject to disclosure under the Public Records Law, the description should be reasonably full and complete for the City to make an informed decision regarding compliance with these Guidelines and the payment of the charges without disclosing the privileged or confidential information, disclosing the litigation strategy, or harming the City position in the matter. The City will seek clarification from Outside Counsel where it finds a particular invoice to be vague or unclear and may reduce the amount of an invoice if a description satisfactory to the City is not provided.

f. Block billing is not permitted in hourly rate billing. Block billed entries are items that contain a single charge for more than one activity or more than one type of disbursement. Each item of work shall be associated with a discrete charge. An example of unacceptable block billing is the following:

05/12/10 Drafted letter to plaintiff's counsel; telephone conference call with plaintiff's counsel; discussed conference call with City Attorney's Office. 2 hours

g. Unless Outside Counsel is otherwise instructed by the City Attorney's Office, Outside Counsel's invoices shall be addressed and submitted to the City Attorney.

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Melissa Deanda, Assistant Police Chief
Subject:	Purchase of Body Worn Cameras

Proposed Motion:

Move City Council approve the purchase of body worn cameras, from Axon Enterprise, Inc. utilizing the State of Arizona Cooperative Contract No. CTR074570 Public Safety, Law Enforcement Video Products, Services, and Solutions, in an amount not to exceed $3,518,391 for a period of five years; and authorizing the City Manager to sign the quotation from Axon Enterprise, Inc.

Background/Discussion:

The Chandler Police Department implemented a body worn camera program in 2015 and currently equips all sworn officers, reserve officers, and civilian Police Aides with body worn cameras for use during their work shifts. This agreement would continue the body worn camera program with 392 Axon Body 4 devices, 6 Axon POV devices for motorcycle officers, and the related equipment, evidence storage, hardware, software support and associated warranties. Recordings may be viewed via smart phone application or internet connected computers. All activity associated with a recording is tracked to ensure chain of custody.

The 5-year total of $3,518,391 will be paid in equal annual installments.

Evaluation:

The State of Oklahoma competitively solicited and awarded a contract to Axon Enterprise, Inc., for Public Safety, Law Enforcement Video Products, Services, and Solutions on behalf of the National Association of State Procurement Officials (NASPO). The State of Arizona has adopted this contract. The City has a current agreement with the State of Arizona allowing for the cooperative use of its contracts.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.2100.6419.0000.6PD658	General Gov't Capital Projects	Body Worn Cameras	$3,518,391	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE26-037

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Dawn Lang, Deputy City Manager | CFO
Jeremy Abbott, Public Works and Utilities Acting Director
Daniel Haskins, Capital Projects Division Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Introduction and Tentative Adoption of Ordinance No. 5138, Approving the Abandonment of a Retention Basin Easement Located on 56th Street Between Ray Road and Chandler Boulevard

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5138 approving the abandonment of a retention basin easement located on the east side of 56th Street between Ray Road and Chandler Boulevard that is no longer needed for public use.

Background:

Envision 56, LLC, is processing a Minor Land Division (“MLD”) through the city for a property located on the east side of 56th Street between Ray Road and Chandler Boulevard as depicted on the attached map. As part of their development, they will provide for the required retention and half-street runoff elsewhere on their property and will meet the Chandler design requirements for this development. As a result of the redesign, the owner has requested that the city abandon the existing retention basin located on the property. The owner has paid the required fee for processing this request.

Staff reviewed and approved the legal descriptions and abandonment documents.

Attachments

Ordinance No. 5138

Location Map

ORDINANCE NO. 5138

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE ABANDONMENT OF A RETENTION BASIN EASEMENT LOCATED ON THE EAST SIDE OF 56TH STREET BETWEEN RAY ROAD AND CHANDLER BOULEVARD THAT IS NO LONGER NEEDED FOR PUBLIC USE.

WHEREAS, Envision 56, LLC, an Arizona limited liability company, is creating a Minor Land Division ("MLD") for their property that is located on the east side of 56th Street between Ray Road and Chandler Boulevard that relocates the existing retention basin to another location on the property.

WHEREAS, as a result of this relocation, the existing retention basis is no longer needed for public use; and

WHEREAS, the developer will dedicate a new retention basin on the property to the City of Chandler by way of the MLD they are recording.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the retention basin described in Exhibit "A" attached hereto and made a part of this Ordinance (designated as the "Drainage Easement") is determined to be no longer necessary for public use.

Section 2. That the Partial Drainage Easement is hereby declared abandoned and all rights under the Drainage Easement as to the Partial Drainage Easement will cease upon the effective date of this Ordinance.

Section 3. That the document used to abandon the Drainage Easement is approved in a form approved by the City Attorney and substantially as attached hereto as Exhibit "B" and made a part of this Ordinance.

Section 4. That the Mayor of the City of Chandler is authorized to execute and deliver all documents necessary to abandon the Drainage Easement described in Exhibit "A."

Section 5. That the City Clerk shall cause the original or a certified copy of this Ordinance to be recorded in the Office of Maricopa County Recorder after the effective date of this Ordinance.

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. 5138 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 202___, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY DMG

Published in the Arizona Republic on:

EXHIBIT “A”

19850598804_1 Unofficial Document

004

STATE OF ARIZONA,)
) ss
County of _____)

I hereby certify that the wit
instrument was filed and rec
_____, 19____.

In Docket No. _____, Page _____ of the records
of _____

Compared.

Photostated:

Fee: $_____

I.R.S.: $_____

When recorded mail to:
Hoak Engineering
101 So. Roosevelt, #4
Chandler, AZ
85224

Witness my hand and official seal.

_____
COUNTY RECORDER

_____
DEPUTY RECORDER

EASEMENT

For the consideration of Ten Dollars, and other valuable considerations, I or we,

E. Garth & M. Elaine Lamb, husband & wife

hereby grant to the City of Chandler, Arizona, a municipal corporation

its successors and assigns, a permanent easement and right-of-way for the following purposes, namely:

Construction and operation of a storm water retention basin.

in, over, under and across the following real property situated in Maricopa County, Arizona:

Beginning at the West Quarter Corner of Section 28, Township 1 South, Range 4 East of the Gila and Salt River Base and Maridian, Maricopa County, Arizona; thence South along the West line of said Section 28 a distance of 1,302 feet; thence East 55 feet to the TRUE POINT OF BEGINNING; thence continuing East 15 feet; thence North along a line parallel to and 70 feet East of said West line of Section 28 a distance of 65 feet; thence West 15 feet; thence South along a line parallel and 55 feet East of said West line of Section 28 a distance of 65 feet to the TRUE POINT OF BEGINNING.

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
DEC 18 1985 -11 00
KEITH POLETIS, County Recorder
FEE 5.00 PGS 1
HR

Dated this 14th day of December, 1985

E Garth Lamb

Mrs. E Garth Lamb

STATE OF ARIZONA)
) ss
County of MARICOPA)

This instrument was acknowledged before me this 14th day of December, 1985 by

Charles C. Seitz
Notary Public

My Commission will expire June 10, 1988

EXHIBIT “B”

ABANDONMENT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the CITY OF CHANDLER, an Arizona municipal corporation, ("City") does hereby abandon any and all interest that it may have in that certain Drainage Easement ("DE") as described in Exhibit "A," and recorded as document No. 1985-0598804 Records of Maricopa County, Arizona, attached hereto as Exhibit "B." This abandonment is not intended to abandon any other interest the 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, or easement other than the aforementioned easement, or final order of condemnation.

Dated this _____ day of _____ 202___.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Mayor Kevin Hartke

State of Arizona)
) ss
County of Maricopa)

Acknowledged before me this ____ day of _____ 202___, by Kevin Hartke, Mayor of the City of Chandler.

_____
Notary Public

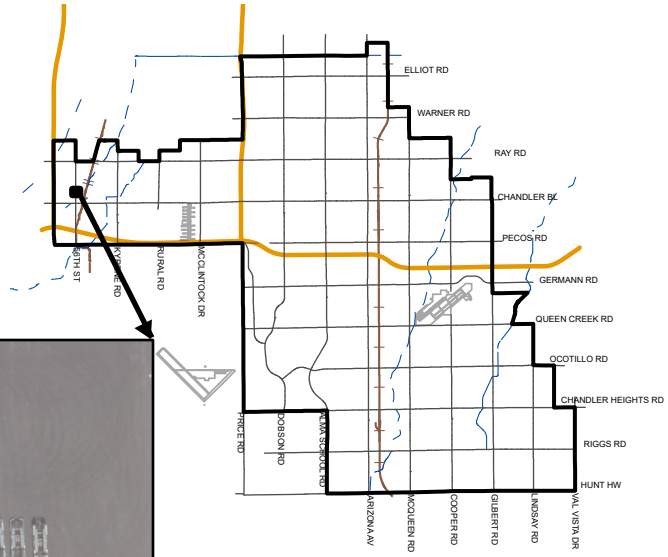
My Commission Expires:

APPROVED AS TO FORM:

_____
City Attorney
DMG

CHANDLER
arizona

ORDINANCE NO. 5138 APPROVING THE ABANDONMENT OF THE RETENTION BASIN EASEMENT LOCATED ON THE EAST SIDE OF 56TH STREET, NORTH OF CHANDLER BOULEVARD, THAT IS NO LONGER NEEDED FOR PUBLIC USE





MEMO NO. RE26-037

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2026\RE26-037\RE26-037.aprx 10/28/2025 CameronK

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA26-077

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Dawn Lang, Deputy City Manager | CFO
Jeremy Abbott, Public Works and Utilities Acting Director
From: Cristabel Dykstra, Utilities Administrative Support Manager
Subject: Purchase of Small Water Meter Replacement and Field Verification Services

Proposed Motion:

Move City Council approve Agreement No. PW5-4640-4871, Amendment No. 1, with D&B Construction Group, LLC, and Metering Services, Inc., for small water meter replacement and field verification services, in a combined amount not to exceed $1,500,000, for the term of January 1, 2026, through December 31, 2026.

Background/Discussion:

The Lead and Copper Rule Revisions (LCRR) for drinking water systems was promulgated by the United States Environmental Protection Agency (EPA) on January 15, 2021, and became effective on December 16, 2021. In October 2024, the EPA released the Final Lead and Copper Rule Improvements (LCRI), which are intended to build upon initial LCRR requirements by ensuring all lead service lines and galvanized requiring replacement are replaced within a 10-year period. A verification of service line material is required to be submitted by all agencies by November 2027, to meet compliance. To date, no lead pipes have been identified in Chandler. The project involved physically identifying the pipe material for approximately 26,000 water service lines in areas of the city where the service line material was unknown. This work included creating a complete inventory of all service line materials citywide. To finish the remaining 2,000 sites, the city plans to extend the contract and increase the budget to cover the remaining inspections. This extension will ensure all service lines are verified and documented by Summer 2026, ahead of 2027 federal compliance deadline.

The Request for Proposal included combined efforts for field verification and small meter replacements in the interest of cost savings. Replacement of meters under this joint effort has been completed as part of the Advanced Metering Infrastructure (AMI) project. The remaining 13,000 meters are expected to be replaced by summer 2026.

Evaluation:

On March 27, 2025, City Council approved an agreement with D&B Construction Group, LLC, Hydra Contracting, LLC, and Metering Services, Inc., for small water meter replacement and field verification services for the term ending December 31, 2025, with the option of a one-year extension. Based on financial considerations and performance, D&B Construction Group, LLC, and Metering Services, Inc., have been offered the extension. The contractors have agreed to extend for one year with the same pricing, terms, and conditions. Staff recommends an extension of the agreement for the term of January 1, 2026, through December 31, 2026. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.5219.0.6WA689	Water Capital	Water Quality Compliance Program	$491,900	Y
605.3820.6419.0.6WA677	Water Capital	AMI	$1,008,100	Y

Attachments

Amendment No. 1 - D&B

Amendment No. 1 - Metering Services, Inc.

Docusign Envelope ID: 8586E426-EAD1-4F4C-9E5C-DABDFD0B7221

City Clerk Document No. _____

City Council Meeting Date: December 11, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
SMALL WATER METER REPLACEMENT AND FIELD VERIFICATION SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-4640-4871

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 D&B Construction Group, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for small water meter replacement and field verification services (Agreement); and

WHEREAS, the term of the Agreement was March 28, 2025, through December 31, 2025, with the option of up to one one-year extension; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for small water meter replacement and field verification services in an amount not to exceed $1,500,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 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 January 1, 2026, through December 31, 2026.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in 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 $1,500,000.

Docusign Envelope ID: 8586E426-EAD1-4F4C-9E5C-DABDFD0B7221

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: _____

FOR THE CONTRACTOR

By: Trevor Buck

Its: Owner

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 6202651D-B87B-402A-AD80-21C4E618A00C

City Clerk Document No. _____

City Council Meeting Date: December 11, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
SMALL WATER METER REPLACEMENT AND FIELD VERIFICATION SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-4640-4871

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 Metering Services, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for small water meter replacement and field verification services (Agreement); and

WHEREAS, the term of the Agreement was March 28, 2025, through December 31, 2025, with the option of up to one one-year extension; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for small water meter replacement and field verification services in an amount not to exceed $1,500,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 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 January 1, 2026, through December 31, 2026.
3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in 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 $1,500,000.

Docusign Envelope ID: 6202651D-B87B-402A-AD80-21C4E618A00C

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: _____

FOR THE CONTRACTOR

By: Chase Frampton

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST26-008

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Dawn Lang, Deputy City Manager | CFO Jeremy Abbott, Public Works and Utilities Acting Director
From:	John McFarland, Transportation Manager
Subject:	Purchase of Traffic Signals and Components

Proposed Motion:

Move City Council approve the purchase of traffic signals and components from JTB Supply Company, utilizing City of Tucson Contract No. 250045-04, in an amount not to exceed $180,942.88.

Background/Discussion:

The Public Works and Utilities Department, Transportation Division maintains 70 speed reader boards on streets located throughout Chandler. The purpose of these boards is to advise motorists of their speed, thereby keeping vehicles within the posted speed limit and promoting safety. The boards are not part of the city's photo radar program for tracking and issuing citations at intersections. Of these 70 speed reader boards, 30 are in need of replacement due to either system failure or the high cost and frequency of maintenance. The typical life span of these boards is approximately five years. This purchase will replace the 30 speed reader boards that are non-functioning or have surpassed their expected lifespan.

Evaluation:

The City of Tucson competitively solicited and awarded a contract to JTB Supply Company for traffic signals and components. The city has an agreement with the City of Tucson that permits the cooperative use of its contracts. The contract is valid through June 4, 2026.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6516.0.6ST322	General Government Capital Fund	Traffic Signal Improvement & Repair	$150,000.00	Y
101.1290.5818.0.0.0	General Fund	N/A	$30,942.88	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST26-011

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Dawn Lang, Deputy City Manager | CFO Jeremy Abbott, Public Works and Utilities Acting Director
From:	John McFarland, Transportation Manager
Subject:	Purchase of Street Repair and Maintenance Services

Proposed Motion:

Move City Council approve Agreement No. PW5-745-4851, Amendment No. 1, with M.R. Tanner Development & Construction, LLC, for street repair and maintenance services, in an amount not to exceed $1,490,000, for a one-year period, January 1, 2026, through December 31, 2026.

Background/Discussion:

The Public Works and Utility Department, 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 December 12, 2024, City Council approved an agreement with M.R. Tanner Development & Construction, LLC, for street repair and maintenance services, for a one-year period, with the option of four additional one-year extensions. The vendor has agreed to renew with the same pricing, terms, and conditions. Staff recommends an extension of this agreement for the term of January 1, 2026, through December 31, 2026. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
215.3310.6513.0.6ST248.0	Highway User Revenue	Street Repaving	$300,000	Y
411.3310.6513.0.6ST248.0	GO Bonds	Street Repaving	$685,000	Y
411.3310.5219.0.6ST248.0	GO Bonds	Street Repaving	$500,000	Y
401.3310.6513.0.6ST248.0	Capital General Projects Fund	Street Repaving	$5,000	Y

Attachments

Amendment No. 1

Docusign Envelope ID: E857312A-619C-45D3-9C3D-2E0B875174FA

City Clerk Document No. _____

City Council Meeting Date: December 11, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
STREET REPAIR AND MAINTENANCE SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-745-4851

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 M.R. Tanner Development & Construction, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for street repair and maintenance services (Agreement); and

WHEREAS, the term of the Agreement was January 1, 2025, through December 31, 2025, 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 January 1, 2026, 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. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $1,490,000.00.

Docusign Envelope ID: E857312A-619C-45D3-9C3D-2E0B875174FA

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: Alan Evans

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST26-010

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Dawn Lang, Deputy City Manager | CFO Jeremy Abbott, Public Works and Utilities Acting Director
From:	John McFarland, Transportation Manager
Subject:	Purchase of Concrete Repair and Maintenance Services

Proposed Motion:

Move City Council approve Agreement No. PW5-745-4850, Amendment No. 1, with Temcon Concrete Construction, LLC, for concrete repair and maintenance services, in an amount not to exceed $6,700,000, for a one-year term, January 1, 2026, through December 31, 2026.

Background/Discussion:

The Public Works and Utilities Department, 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 citywide 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 December 12, 2024, City Council approved an agreement with Temcon Concrete Construction, LLC, for concrete repair and maintenance services, for a one-year period, with the option of four additional one-year extensions. The vendor has agreed to renew with a 23% decrease in pricing and with the other terms and conditions remaining unchanged. Staff recommends an extension of this agreement for the term of January 1, 2026, through December 31, 2026. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
215.3310.6513.0.6ST248.0	Highway User Revenue	Street Repaving	$700,000	Y
401.3310.6513.0.6ST248.0	General Government Capital Projects	Street Repaving	$6,000,000	Y

Attachments

Amendment No. 1

Docusign Envelope ID: 075C7A88-8CAB-4C86-BF8B-4E0D8192A674

City Clerk Document No. _____

City Council Meeting Date: December 11, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CONCRETE REPAIR AND MAINTENANCE SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-745-4850

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 Temcon Concrete Construction, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for concrete repair and maintenance services (Agreement); and

WHEREAS, the term of the Agreement was January 1, 2025, through December 31, 2025, 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 January 1, 2026, through December 31, 2026.

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. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $6,700,000.00.

Docusign Envelope ID: 075C7A88-8CAB-4C86-BF8B-4E0D8192A674

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: _____

FOR THE CONTRACTOR

By: Josh Skinner

COO/EVP

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: 075C7A88-8CAB-4C86-BF8B-4E0D8192A674

Revised Exhibit B
Pricing

- ***Prices are tax inclusive**
- ****Quantities are listed as estimates ONLY and are NOT guaranteed.**

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	$ 4.50	$ 2,700,000.00
2	Saw cut, Remove and Dispose of concrete curb and gutter or median curb	25,000	LF	$ 6.00	$ 150,000.00
3	Sidewalk per MAG Detail 230	95,000	SF	$ 6.00	$ 570,000.00
4	Curb & Gutter, Median Curb per MAG Detail 220-1, 220-2, 221, 222, or 223	30,000	LF	$ 24.00	$ 720,000.00
5	Asphalt Patch Back, 2 feet wide minimum	55,750	SF	$ 15.00	$ 836,250.00
6	Horizontal Curb Cut	100	LF	$ 10.00	$ 1,000.00
7	ADA Truncated Domes per MAG Detail 234	7,500	SF	$ 25.00	$ 187,500.00
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	$ 2,750.00	$ 962,500.00
9	Curb Ramps Either/Or per MAG Details (237-1, 237-2, 236-3) Single or Two Singles Creating a DUAL	200	EA	$ 2,500.00	$ 500,000.00
10	Curb Ramp per MAG Detail 236-5 (modified single) (blended transition	200	EA	$ 2,500.00	$ 500,000.00
11	Curb Ramps Either/Or per MAG Details (238-1, 238-2, 238-3)	45	EA	$ 1,800.00	$ 81,000.00
12	Valley Gutters per MAG Detail 240	11,000	SF	$ 9.50	$ 104,500.00
13	Concrete Apron per MAG Detail 240	100,000	SF	$ 11.00	$ 1,100,000.00
14	Driveway or Alley Entrance per MAG Detail 260	100,000	SF	$ 9.85	$ 985,000.00
15	Residential driveway (walk behind) per MAG Detail 250-2, 4” thick	3,000	SF	$ 4.75	$ 14,250.00
16	Commercial Driveway per MAG Detail 250-1, 6" Thick	30,000	SF	$ 8.00	$ 240,000.00
17	Commercial driveway (walk behind) per MAG Detail 250-2, 6” thick	3,000	SF	$ 8.50	$ 25,500.00
18	Return Style Driveways per MAG Detail 251	3,000	SF	$ 8.50	$ 25,500.00

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19	Bus Shelter Pad per COC Detail C-230, 4" Thick	5,000	SF	$ 8.00	$ 40,000.00
20	Bus Bay per COC Detail C-231, 9" Thick	1,100	SF	$ 10.25	$ 11,275.00
21	Obliterate Striping, 4" equivalent	7,000	LF	$ 2.00	$ 14,000.00
22	Seal Obliterated Striping, 4" equivalent	7,000	LF	$ 0.50	$ 3,500.00
23	Striping, White Paint, 4" equivalent	1,500	LF	$ 0.50	$ 750.00
24	Striping, Yellow Paint, 4" equivalent	500	LF	$ 0.50	$ 250.00
25	Striping, White Thermoplastic, 4" equivalent	5,000	LF	$ 1.50	$ 7,500.00
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**
31	Catch Basin Remove and Replacement (Top) (SF)	1	SF	$135.00	$135.00
32	Catch Basin Remove and Replacement (Bottom) (EA)	1	EA	$4,500.00	$4,500.00

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST26-009

Date:	December 08, 2025
To:	Mayor and Council
Thru:	John M. Pombier, City Manager Dawn Lang, Deputy City Manager | CFO Jeremy Abbott, Public Works and Utilities Acting Director
From:	John McFarland, Transportation Manager
Subject:	Purchase of Asphalt Rubber Crack Seal Services

Proposed Motion:

Move City Council approve Agreement No. PW5-745-4849, Amendment No. 1, with Choice Maintenance and Asphalt, LLC, for asphalt rubber crack seal services, in an amount not to exceed $640,607, for a one-year term, January 1, 2026, through December 31, 2026.

Background/Discussion:

The Public Works and Utilities Department, 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 and will address approximately 2,500,000 linear feet of crack sealant on roadway sections and includes traffic control.

Evaluation:

On December 12, 2024, City Council approved an agreement with Choice Maintenance and Asphalt, LLC, for asphalt rubber crack seal services, for a one-year period, with the option of four additional one-year extensions. The contractor has agreed to renew with a 25% price increase due to increasing costs in labor which staff finds to be fair and reasonable. All other terms and conditions remain unchanged. This contractor's pricing is highly competitive and is 72% lower than the next lowest offer that was submitted in 2024. Staff recommends extension of this agreement for the term of January 1, 2026, through December 31, 2026. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3300.6513.0000	General Fund	N/A	$640,607	N

Attachments

Amendment No. 1

Docusign Envelope ID: CD436859-206C-4D43-B991-54F41184B8E6

City Clerk Document No. _____

City Council Meeting Date: December 11, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
ASPHALT RUBBER CRACK SEAL SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-745-4849

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 Choice Maintenance & Asphalt Services, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for asphalt rubber crack seal services (Agreement); and

WHEREAS, the term of the Agreement was January 1, 2025, through December 31, 2025, 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 January 1, 2026, through December 31, 2026.

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. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $640,607.00.

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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. 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: _____

FOR THE CONTRACTOR

By: Tony Deimling

Owner/Member

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney JWB

ATTEST:

By: _____

City Clerk

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REVISED EXHIBIT B
PRICING

QUANTITY AND UNIT	UNIT BID PRICE PER L.F.
Approximately 830,000 L.F. on arterial roads.	$____.15___per L.F.
Approximately 1,670,000 L.F. on collectors & residential streets.	$____.10____per L.F.

***Quantities listed are estimates only and not a guarantee of work.**

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA26-079

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Dawn Lang, Deputy City Manager | CFO
Jeremy Abbott, Public Works and Utilities Acting Director
From: Josef Kennis, Wastewater Facilities Manager
Subject: Purchase of National Association of Corrosion Engineers (NACE) Certified Coating Quality Assurance Services for the Airport Water Reclamation Facility (AWRF) Canopy Coating Project

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Proposed Motion:

Move City Council to approve the Sole Source purchase of NACE certified coating quality assurance services for the AWRF canopy coating project, from RFI Consultants, LLC, in an amount not to exceed $100,000.

Background/Discussion:

The Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road, was put into service in 1998. The facility's 12 metal canopies are exhibiting significant signs of coating failure and corrosion and require rehabilitation. As these canopies are required by the Federal Aviation Administration due to the facility's proximity to Chandler Airport, and the replacement cost is prohibitive, a new coating is intended to extend the life of the canopies for a minimum of five years, with expectations of up to 20 years. This purchase is for NACE-certified inspection services to oversee the canopy coating rehabilitation. This is an important step in the process to ensure that the coating applicator prepares the surfaces correctly and that the coating is applied without defects.

Evaluation:

Since 2010, RFI Consultants, LLC, has performed NACE inspections for many city coating projects. The work to be performed is specialized and requires a highly qualified and knowledgeable firm. It is important to have well-qualified and experienced personnel inspecting, documenting, and overseeing the many steps involved in preparing surfaces for coating, and then the coating application itself. RFI Consultants, LLC, has consistently demonstrated excellence in ensuring that each step of the coating process adheres to specifications. Their knowledge and experience make the company uniquely qualified to perform this work for the city's Airport Water Reclamation Facility Canopy Coating Repair Services with Penington Painting Company, LLC.

Staff recommends the sole-source procurement of NACE-certified coating quality assurance services from RFI Consultants, LLC. The agreement completion time is 365 calendar days from the date of Notice to Proceed.

A related purchase agreement with Penington Painting Company, LLC, for the Airport Water Reclamation Facility canopy coating repair services, is also scheduled for this City Council meeting.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
611.3910.6814.0000.6WW621	Wastewater Bonds	WRF Improvements	$100,000	Y

Attachments

Agreement

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City Clerk Document No. _____

City Council Meeting Date: 12/11/25

CITY OF CHANDLER SERVICES AGREEMENT
NACE CERTIFIED COATING QUALITY ASSURANCE SERVICES
CITY OF CHANDLER AGREEMENT NO. 5012

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and RFI Consultants, 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 _____, 2025 (Effective Date).

RECITALS

A. City proposes to contract for NACE certified coating quality assurance 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

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

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furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

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

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 365 calendar 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 of the services approved and accepted by the City under this Agreement must not exceed $100,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

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

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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 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 (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.

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

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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: Eric Brackman
Title: Procurement Officer	Title: RFI Consultant
Address: 175 S. Arizona Ave.	Address: 2225 W. Super Trail
Chandler, AZ 85225	Phoenix, AZ, 85086
Phone: 480-782-2400	Phone: 480-560-7182
Email: raquel.mcmahon@chandleraz.gov	Email: eric_rfi@yahoo.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

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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 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

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not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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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 liability to maintain the confidentiality of

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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 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

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

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

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

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.

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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: Eric Brackman
Its: Mayor	Its: Managing Member

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

CONTRACTOR'S OBLIGATIONS

RFI Consultants LLC is pleased to provide a proposal for the quality assurance assessments portion during the coating rehabilitation of the Chandler AWRF Canopies. Inspection procedures will be in accordance with the provided coating specification, coating manufactures written repair procedures, addendum's and approved submittal documents, as well as, all applicable NACE, SSPC, AWWA, ISO and ASTM Standards. The projected scope of services and fees including expenses associated with the project are attached below. If the projected scope of services or fees exceed what is estimated, the client will need to provide RFI Consultants written authorization to continue.

QA Surface Prep and Coating Hold Point Inspections

1. OWNERS REPRESENTATIVE will maintain permanent written records of Q/A inspections. Inspection reports will be provided to the OWNER.
2. Surface Preparation Inspection - Verify and record that the specified surface preparation meets or exceeds specified cleanliness standard. Check for characteristics or defects that would adversely affect performance or appearance of coating systems.
3. All surfaces must be free of dust, debris and ready for the coating to be immediately applied prior to any surface preparation inspection being conducted.
4. Only fully prepared sections or areas will be evaluated unless these are small remedial worked areas.
5. Coating Inspection - Verify and record the DFT readings of each coat. Check the applied coating film for characteristics or defects that would adversely affect performance or appearance of coating systems, i.e., runs, sags skippers, inconsistent / poor coverage.

Notes:

- Minimum 48 hours notice for all inspections
- RFI Consultants will furnish our own PPE and Inspection equipment.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Proposal for coating inspection services for Chandler Airport Water Reclamation Canopies Rehabilitation	**$100,000**

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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

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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. *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

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-

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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

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

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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 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

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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.

City Council Memorandum Public Works & Utilities Memo No. UA26-078

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Dawn Lang, Deputy City Manager | CFO
Jeremy Abbott, Public Works and Utilities Acting Director
From: Josef Kennis, Wastewater Facilities Manager
Subject: Purchase of Airport Water Reclamation Facility Canopy Coating Repair Services

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Proposed Motion:

Move City Council approve Agreement No. PW5-910-4948, with Penington Painting Company, LLC, for the Airport Water Reclamation Facility canopy coating repair services, in an amount not to exceed $4,279,671.98.

Background/Discussion:

The Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road, was put into service in 1998. The facility's 12 metal canopies are exhibiting significant signs of coating failure and corrosion and require rehabilitation. As these canopies are required by the Federal Aviation Administration due to the facility's proximity to Chandler Airport and replacement cost is prohibitive, a new coating is intended to extend the life of the canopies for a minimum of five years, with expectations of up to 20 years.

A related purchase agreement with RFI Consultants, LLC, for the National Association of Corrosion Engineers Certified Coating Quality Assurance Services, is also scheduled for this City Council meeting.

Evaluation:

On July 30, 2025, city staff issued a Request for Proposal for the Airport Water Reclamation Facility canopy coating repair services. Notification was sent to all registered vendors. Seven responses were received from the following offerors:

1. Ghaster Painting and Coatings, Inc.

2. Joseph Painting Company, Inc.
3. L&M Painting, LLC
4. Myght Roofing, LLC
5. Penington Painting Company, LLC
6. Professional Piping Systems, LLC
7. TMI Coatings, LLC

The Evaluation Committee evaluated the proposals and recommends award to Penington Painting Company, LLC, which submitted the most advantageous offer to the city in accordance with the evaluation criteria. The agreement completion time is 365 calendar days following notice to proceed.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
611.3910.6814.0.6WW621.0	Wastewater Bond Fund	WATER RECLAMATION FACILITY IMPROV	$4,279,671.98	Y

Attachments

Agreement

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City Clerk Document No. _____

City Council Meeting Date: 12/11/25

CITY OF CHANDLER SERVICES AGREEMENT
AIRPORT WATER RECLAMATION FACILITY CANOPY COATING REPAIR
CITY OF CHANDLER AGREEMENT NO. PW5-910-4948

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Penington Painting Company, 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 _____ , 2025 (Effective Date).

RECITALS

A. City proposes to contract for canopy coating repairs 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.
Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 365 calendar 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 of the services approved and accepted by the City under this Agreement must not exceed $4,279,671.98. 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

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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 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

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discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with 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.

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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: Raquel McMahon	Name: Gary DeShaw
Title: Procurement Officer	Title: Project Manager
Address: 175 S. Arizona Ave.	Address: 6313 W. Commonwealth Place
Chandler, AZ 85225	Chandler, AZ 85226
Phone: 480-782-2400	Phone: 206-930-3139
Email: raquel.mcmahon@chandleraz.gov	Email: garyd@teamppc.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

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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 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

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with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

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

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

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within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

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

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

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

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are 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

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Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Site Map

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

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

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

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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.

5.48 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.

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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: Craig Paris
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 SERVICES

BACKGROUND

Contractor to provide all labor, materials and equipment necessary to repair canopy coating at its Airport Water Reclamation Facility located at 905 E. Queen Creek Rd. Chandler, AZ, 85286.

The Airport Water Reclamation Facility (AWRF) features 12 large metal canopies, some of which have been in service since 1998. These structures provide critical coverage for wastewater treatment infrastructure and help minimize glare that could affect aircraft pilots during takeoff and landing at the nearby Chandler Airport. Due to their proximity to wastewater processes and chemical storage areas, the canopies have experienced significant coating degradation over time. This deterioration threatens both the structural integrity and aesthetic appearance of the canopies. To maintain their protective function and extend their service life, the City is seeking proposals from qualified contractors to perform coating restoration, including surface preparation, recoating, and spot repairs, in accordance with industry standards for corrosion protection and durability.

GENERAL

Contractor Identification: Contractor will have signs (magnetic is acceptable) on the doors of all vehicles with identifying company name. All employees working for the contractor in Chandler will have ID Badges and wear company uniforms on their person when on city property.

Work Area: Contractor shall keep the work area safe for all during performance of the work. Contractor shall, upon completion of the work, leave the site in a neat and clean condition as determined by the City. Contractor shall be responsible for preventing overspray to any surface, vehicle, or property.

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TECHNICAL SPECIFICATIONS

SECTION 09900

PAINTING

PART 1 GENERAL

1. DESCRIPTION

A. Scope:
1. Coating rehabilitation of the top and bottom sides of the previously coated aluminum ceiling panels and all support structure of Aeration, Clarifier and Filter Basin & EQ Basin Canopies located at the Chandler AWRF Site, 905 Queen Creek Road Chandler, AZ 85286.
2. Existing coatings on the canopies are approximately 25 years old.
3. Timeline for completion approximately one (1) year after work has started.
4. Coating manufacturer shall provide a 5-year material warranty.
5. Painter shall provide a 5-year workmanship warranty.

B. Coordination:
1. Coordinate the painting of areas that could be inaccessible if repairs have been completed.
2. Coordinate primers with finish paint materials in order to provide primers that are compatible with finish paint materials used. Review other sections where primed surfaces are provided, to ensure compatibility of the total painting system for the various surfaces and environment service exposures.

2. REFERENCES STANDARDS

ASTM International (ASTM)
1. ASTM D 16, Standard Terminology Relating to Paint, Varnish, Lacquer and Related Products
2. ASTM D 3960, Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coating
3. ASTM D 4228 Standard Practice for Qualification of Coating Applicators for Application of Coatings to Steel Surfaces

NACE International (NACE)
1. NACE Publication 6D-173 A Manual for Painter Safety

The Society for Protective Coatings (SSPC)
1. SSPC-SP WJ-4/NACE WJ-4 – Light Cleaning
2. SP 2 (Hand Tool Cleaning)
3. SP 3 Power Tool Cleaning)
4. SSPC Painting Manuel Volume 1-Good Painting Practice Structures
5. SSPC - Volume 2, Systems and Specifications
6. SSPC Guide 6 - Containing Debris Generated During Paint Removal Operation
7. SSPC PA Guide 11 Protecting Corners, Edges, Crevices, and Irregular Steel Geometries by Stripe Coating

Ensure that all referenced standards and standards that may be added later are used according that standard's most current format.

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3. DEFINITIONS

C. Definitions: Specific coating terminology used in this Section shall be in accordance with the definitions in ASTM D 16, ASTM D 3960 and the following definitions:

1. The term "paint" includes pretreatment and all painting system materials, such as primer, emulsion, enamel, organic/inorganic polymer coating, stain sealer and filler, and other applied materials whether used as prime, filler, intermediate or finish coats.
2. Field Coat: The application or the completion of application of the coating system after installation of the surface at the site of the Work.
3. Stripe Coat A “stripe coat” is a layer of coating applied to specific areas such as edges, welds, outside corners, bolt heads and threads, nuts, and crevices, to provide additional barrier protection. The stripe coat may be applied either before or after a layer of coating (often called a “full coat”) is applied over the entire surface being coated.
4. Shop Coat: One or more coats applied in a shop or plant prior to shipment to the site of erection or fabrication, where the field or finishing coat is applied.
5. Barrier Coat: A physical barrier, i.e. coating, between the substrate and its environment by keeping oxygen, moisture and other chemicals away from the substrate
6. Volatile Organic Compound (VOC) Content: The portion of the coating that is a compound of carbon, is photochemically reactive, and evaporates during drying or curing, expressed in grams per liter or pounds per gallon.
7. Touch-Up Painting: The application of paint on areas of painted surfaces to repair marks, scratches, and areas where the coating has deteriorated to restore the coating film to an unbroken condition.
8. Painter: Installer or applicator is the person or persons actually installing or applying the coating and/or lining in the field at the Project site.
9. The term Independent AMPP CCI: The inspection body, and its staff shall not engage in any activities that may conflict with their independence of judgement and integrity in relation to their inspection activities. In particular, they shall not become directly involved in the design, manufacture, supply, installation, user or maintenance of the items inspected, or similar competitive items. They are also a person and/or persons (AMPP Certified Coating Inspector) that has satisfactorily completed the AMPP CIP program and is still actively certified by AMPP.
10. NACE International and SSPC (Society of Protective Coatings) have merged and is now recognized as AMPP (Association for Materials Protection and Performance) All previous certifications individually obtained from either organization is now recognized under AMPP.
11. Holiday: A void, crack, thin spot, foreign inclusion, or contamination in the coating film that significantly lowers the dielectric strength of the coating. May also be identified as a holiday, discontinuity or pinhole.
12. Submerged Metal: Steel or iron surfaces below tops of channel or structure walls which will contain water even when above expected water level.
13. Exposed Surface: Any metal or concrete surface, indoors or outdoors that is exposed to view.
14. Dry Film Thickness (DFT): Thickness of fully cured coating, measured in mils (1/1000 inch).
15. Ferrous: Cast iron, ductile iron, wrought iron, and all steel alloys except stainless steel.

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4. QUALITY ASSURANCE

A. Applicator Requirements

1. **If any requirements of this specification are in conflict with a referenced standard, the more stringent requirement shall apply.**
2. Engage a single PAINTING company with a minimum of 10 years experience regularly performing the application of coating and/or lining materials, with documented skill and successful experience in the application of the types of materials.
3. PAINTERS whose submissions indicate that they have not had the experience required to perform the Work shall not be approved. Qualifying experience shall include at least three previous projects of similar magnitude and complexity to this project that have been completed not less than 18 months prior to submission of qualifications to OWNERS REPRESENTATIVE.
4. Submit name and qualifications to OWNERS REPRESENTATIVE along with the following information on a minimum of three successful projects:
    a. Name of projects
    b. Names and telephone numbers of owners, architects or engineers responsible for projects.
    c. Approximate contract cost of the paint materials.
    d. Amount of area installed.
5. Submit in writing to the OWNERS REPRESENTATIVE acceptability of the PAINTER by the coating manufacturer.
6. PAINTER must submit list of projects of similar size and complexity along with names of persons and their work experience employed by the PAINTER. This includes evidence of worker in house or outside training and qualification programs. Only those submitted and approved persons will be permitted to work on the project. PAINTER must provide any qualification or training certificates of individuals at anytime to verify compliance.
7. PAINTER is completely responsible to ensure that their company personnel is completely trained and experienced in the proper use of all specified/submitted coating and lining materials, surface preparation and application equipment being used for the project. No person shall work on this project unless they have been previously approved by the OWNERS REPRESENTATIVE.

B. Source Quality Control:

1. Do not submit products that do not meet or exceed the performance criteria. All submitted coating and/or lining system must be able to provide long-term protection and performance within its intended service environment. Products exceeding current VOC limits will not be approved.
2. OWNERS REPRESENTATIVE may review manufacturer’s recommendations concerning methods of installation and number of coats of paint for each painting system. PAINTER must prepare cost estimates based on painting systems, number of coats, coverages and installation methods specified.
3. All proposed "or equal" products shall be submitted 20 working days prior to the beginning of work with direct comparison to products specified including information on performance criteria adhesion, color and gloss retention, percent solids, VOC's per gallon, application methods, case histories and re-coat ability after curing , etc.
4. "Equal or better" manufacturers shall furnish the same color selection as the manufacturers specified, including intense chroma and custom pigmented colors in all painting systems.

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5. Obtain each product from only one manufacturer. Multiple manufacturing sources for the same system component will not be approved by OWNERS REPRESENTATIVE.
6. Certify product shelf-life history for each product source for materials manufactured by the same manufacturer, but purchased and stored at different locations or obtained from different sources.
7. Following the corrective measures by the PAINTER, an INDEPENDENT AMPP CCI shall re-inspect the work, at PAINTER'S expense. Within seven days after re-inspection, the INDEPENDENT AMPP CCI will provide a written report that the coatings have been applied properly and in accordance with the manufacturer's written recommendations and requirements.

C. Requirements of Regulatory Agencies: Surface preparation and application of coatings shall be performed by PAINTER in compliance with all applicable federal, state and local OSHA regulations and Maricopa County Air Pollution Control Regulations. Ensure that all required certifications for all regulatory agencies current and readily available upon request.

1. Obtain and comply with all safety precautions recommended by the paint manufacturer in printed instructions or special bulletins and as required by applicable regulations. Provide forced ventilation in all areas where inadequate ventilation exists.
2. Comply with the regulations of governing authorities having jurisdiction for air quality and material disposal regulations. Revise painting systems specified herein in order to provide manufacturer's regulatory agency approved painting systems, where required.
3. Comply with governing authorities having jurisdiction for blast cleaning operations, confined space entry and disposition of spent abrasive and debris.

D. Pre-Application Meeting:
1. A pre-application meeting **MUST** take place at the job-site or mutually agreed upon site a minimum 3 weeks before the application of any coating or lining work proceeding. Attendance is required of all principal decision making parties directly affecting work of this section, including General Contractor, Structural Contractor or Trades Persons of other work in and around the coatings work, Painter, Coating Manufacturer's Technical Representative, Coating Inspector, Site Safety and Health Supervisor, etc. Record the discussions of the conference and the decisions and agreements (or disagreements) and furnish a copy of the record to each party attending. Review foreseeable methods and procedures relating to the painting Work, including but not necessarily limited to, the following.
    a. Review Project Coating Specification, Project requirements, including Contract Documents, Project Schedule, approved Shop Drawings, pending and approved Change Orders and requests for information that may have been submitted by PAINTER to OWNERS REPRESENTATIVE.
    b. Field quality control: Contractors responsibilities, i.e. providing written daily reports and review required samples and submittals, both completed and yet to be completed.
    c. Review status of surfaces including drying, surface preparations and similar considerations.
    d. Review the availability of materials, tradesman, equipment and facilities needed to make progress, avoid delays and protect the Work from damaging conditions.
    e. Coating Inspector's Authority and Responsibilities, required inspection, testing,

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certifying and quality control procedures.

f. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions. Supplemental heating sources, as may be required to continue the Work under low temperature conditions, shall be in operating order and acceptable to paint applicator.
g. Review methods for complying with regulations of governing authorities having jurisdiction, such as compliance with environmental protection, health, safety, fire and similar regulations.
h. Material storage requirements
i. Protection of surfaces not scheduled to be coated
j. Application requirements and procedures
k. Protection of coating systems

2. Provide meeting minutes to all parties for review and possible clarification. Should any correction to the meeting minutes be required, the minutes should be corrected and resubmitted to all parties.
3. Reconvene the meeting at the earliest opportunity if additional information must be developed in order to conclude the subjects under consideration.
4. Record any revisions or changes agreed upon, reasons therefore, and parties agreeing or disagreeing with them.

E. Maintain a paint application log containing the information as shown below. A painter's Paint Application Log shall be maintained on a daily basis for all areas where the Work is being performed. The Paint Application Log shall be turned over to the OWNERS REPRESENTATIVE by 9:00 a.m. the following day that the work was performed. The log shall include the following:

a. Date
b. Time
c. Weather condition (at work location)
d. Air temperature (at work location)
e. Surface temperature (at work location)
a. Dew point (at work location)
b. Humidity (at work location)
c. Material temperature (Before (Separately) and Mixed (Combined)
d. Location/area square footage
e. Description of Work performed
f. Materials used, colors and batch numbers, quantity of materials used (not including waste)
g. Application/surface preparation equipment and personnel
h. WFT/surface profile measurements
i. Comments, quality control procedures
j. Signature/Title

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5. SUBMITTALS

A. Comply with the City of Chandler Arizona - Submittal Procedures.

B. Samples: Submit for approval the following:
   1. Copies of manufacturer's complete color charts for each coating system.

C. Submit for approval the following:
   1. Copies of manufacturer's current technical information and VOC content in comparison to current legal maximum limits allowed and current application instructions for each material proposed for use.
   2. Submit Applicator's Qualifications in accordance with 1.04 Quality Assurance. No submittal information will be reviewed until OWNERS REPRESENTATIVE has received and approved applicator qualifications.
   3. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Manufacturer's current written application instructions for submitted coating or lining systems.
      c. Manufacturer's current written repair procedure for the submitted coating or lining system.

   4. PAINTER shall provide all appropriate air quality permits for abrasive blast. operation, if required by local, county, state or federal laws or ordinances.

6. PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying.
   1. Coating or material name
   2. Manufacture
   3. Color name and number
   4. Batch or lot number
   5. Date of manufacture.
   6. Mixing and thinning instructions
   7. Federal Specification Number if applicable
   8. Application and mixing instructions
   9. Hazardous material identification label
   10. Shelf life
   11. Storage requirements Submit storage and application temperature requirements for all coating system materials

B. Storage of Materials:

   1. Store materials in a clean dry area and within temperature range in strict accordance with the coating manufacturer's current written instructions
   2. Keep containers sealed until ready for use.
   3. Do not use materials beyond manufacturer’s shelf life limits.
   4. All coating shall be delivered to the shop or job site in original, unopened containers with labels intact. Minor damage to containers is acceptable provided the container has not been punctured or the lid seal broken.
   5. Each container of coating shall be clearly marked or labeled to show coating.

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identification, date of manufacture, batch number, and other information as needed to meet regulatory requirements. Each type of coating shall be accompanied by the manufacturer's Safety Data Sheet (SDS) and product data sheet containing information such as basic chemical composition, acceptable weather conditions for application, and proper storing and mixing.

6. All containers of coating shall remain unopened until required for use. No containers of coating shall be opened unless those materials will be applied that day. The label information shall be legible and shall be checked at the time of use.
7. Coating which has livered, gelled, or otherwise deteriorated during storage shall not be used; however, thixotropic materials which can be stirred to attain normal consistency may be used.
8. The oldest coating of each kind that is in acceptable condition shall be used first. In every case, the coating is to be used before its shelf life has expired. Materials exceeding storage life recommended by the Manufacturer shall be removed from the site.
9. Flammable materials shall be stored according to state and local codes.
10. Store all materials only in area or areas designated by the OWNERS REPRESENTATIVE. Confine mixing, thinning, clean up and associated operations, and storage of materials related debris before authorized disposal, to these areas. All materials are to be stored on pallets or similar storage handling skids off the ground.
11. Mix all materials in an enclosed mixing area designated by the OWNERS REPRESENTATIVE. This enclosed area must protect the mixing operation and materials from direct sunlight, inclement weather, freezing, or other means of damage or contamination. Protect all other concrete and metallic surfaces and finishes from any spillage of material(s) within the mixing area. The material temperature should be between 70F and 90F before application, unless noted otherwise on the current product data sheet.
12. Do not use floor drains, dikes or storm drains for disposal of coating system materials. PAINTER shall be responsible for the safe removal and lawful disposal of all waste materials.
13. The PAINTER shall take all precautions and implement all measures necessary to avert potential hazards associated with the resurfacing system materials as described on the pertinent Safety Data Sheets or container labels.
14. PAINTER is responsible for maintaining the storage and the environmental climate of that area for all coating materials that they will be using unless otherwise agreed upon.
15. Handling: Protect materials during handling and application to prevent damage or contamination.

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7. SAFETY.

1. The PAINTER's workforces should comply all federal, state and local regulations as well as with the provisions outlined in the following documents:
   NACE Pub. 6D-173 "A Manual for Painter Safety"
2. The PAINTER shall provide personnel with all safety equipment necessary to protect them during any phase of the work according to all current OSHA Standards.
3. PAINTER shall be responsible for the permitted confined space and shall adhere to all OSHA requirements with regard to CONFINED SPACE including providing all equipment and personnel necessary.
4. PAINTER shall be responsible to erect and maintain scaffolding according to OSHA standards.
5. No work shall be performed until the appropriate Work Requests and Lockouts are approved by the Owners Representative. The Work Request system provides a mechanism to advise plant staff of a contractor's work activities. The Lock Out /Tag Out system is a safety procedure to prevent unintended equipment activation.
6. Keep any flammable materials such as cleaning solvents, thinners, or resurfacing materials away from open flames, or sparks. Drums containing flammable materials shall be grounded. Flammable materials not being utilized shall be maintained in their on-site storage area.
7. Power tools are to be in good working order to avoid open sparking. No spark producing tools shall be utilized in restricted areas as indicated herein.
8. The PAINTER shall maintain a clean work area and having Underwriter's Laboratories approved fire extinguishers on-hand. The PAINTER shall furnish these fire extinguishers.
9. Workers performing coating operations shall wear the appropriate personal protective equipment, clothing, and NIOSH approved respirator acceptable to industry standards and all government regulations.
10. Dispose of rags used for wiping up resurfacing materials, solvents, and thinners by drenching them with water and placing in a metal container with a tight fitting metal cover. Complete this disposal process at the end of each day. Final disposal of these materials is the PAINTER's responsibility.
11. Matches, flames, or sparks resulting from any source including welding, must be removed from the work area during coating work. Smoking is NOT permitted accept for designated areas.

A. Site Facilities:

   1. The provision of all supplemental heat energy sources, power, equipment and operating, maintenance and temperature monitoring personnel is the responsibility of PAINTER.

B. Existing Conditions:

   1. Provide lighting (If Required) for all work areas as prescribed in SSPC Guide 12
   2. Existing materials specified to be painted as part of the Work shall have their surfaces prepared to meet the requirements of the painting systems specified.

C. Environmental Requirements

   1. Enclosures for areas or items that may require protection from the inclement

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weather or other detrimental effects so the project can continue, is the responsibility of the PAINTER.

2. Surfaces to be painted shall dry to the touch and at least 5°F above the dew point temperature and rising. Apply paints only when the temperature of surfaces to be painted, paint material, and the surrounding air temperatures are between 50°F and 95°F, unless otherwise permitted by the paint manufacturer's current printed instructions.
3. Apply paint system within the shortest possible time consistent with manufacturer's approved recommended curing instructions for each coat.
4. Epoxy paints shall not be applied if ambient temperature is expected to go below 50°F within 12 hours of application. Where manufacturer's printed recommendations require a higher or permit a lower minimum ambient temperature, this can be followed with written authorization from the Owners Representative.
5. Do not apply paint in rain, fog or mist; or when the relative humidity exceeds 85 percent; to damp or wet surfaces or when surfaces will reach dew point due to falling or rising temperatures and humidity conditions during the course of the paint application, unless otherwise permitted in writing by the paint manufacturer's printed instructions.
6. Painting may continue during inclement weather only if the areas and surfaces to be painted are enclosed and ambient conditions can be maintained continuously as specified by the paint manufacturer during application and drying periods.

D. Protection:
   1. Cover or otherwise protect finished Work of other trades and surfaces not being painted concurrently or not to be painted.
   2. During surface preparation and painting, the facility shall remain in operation. Employ procedures that prevent contamination of the process or cause facility shutdown.
   3. Coordinate and schedule surface preparation and painting to avoid exposing employees of PAINTER, OWNER, OWNERS REPRESENTATIVE and others not involved with surface preparation and painting. Provide required personnel safety equipment in compliance with the requirements of governing authorities having jurisdiction.
   4. Submit protection procedures to be employed by PAINTER to OWNER or OWNER'S REPRESENTATIVE. Do not begin surface preparation and painting Work in any area until OWNER or OWNER'S REPRESENTATIVE approves protection techniques proposed by PAINTER
   5. Provide fire extinguishers and post caution signs warning against smoking and open flame when working with flammable materials.

E. All reasonable care shall be taken to protect against paint splatter and overspray. Responsibility for any damage incurred to surrounding property resulting from this work belongs to PAINTER.

F. Signs shall be posted, as required, to alert the public of any risks associated with painting overspray, etc. All efforts shall be made to prevent debris from becoming wind blown.

G. Responsibility for obtaining any and all permits required to perform the Work belongs to PAINTER.

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PART 2 PRODUCTS

1. MANUFACTURER

A. Specification basis of design is Tnemec and Sherwin Williams

2. PAINTING SYSTEMS

A. Previously Coated Canopies Underneath Side Existing Ferrous and Non-Ferrous Metals, Interior Dry Surfaces,

1. Clarifier, Filter Basin and EQ Basin Canopies
2. System Type: Epoxy
3. Surface Preparation: SSPC-SP WJ-4/NACE WJ-4 – Thoroughly clean the surface to be coated using metered potable water mixed with Simple Green at approximately 10 parts clean potable water to 1 part Simple Green. Afterwards, pressure wash rinse using clean potable water to thoroughly remove any remaining residue.
   Should other cleaning procedures be utilized using different types of biodegradable, non-hazardous chemical etch solutions or cleaners, the directions must be followed as provided by the manufacture and approved by the coating manufacture if they are not the same.
4. Touchup existing coating which have damaged or have bare areas, according to SSPC-SP2 or SSPC-SP3 at the time of painting system application. Tightly adhering coating surrounding the bare metal shall be feather edged a minimum of 1 inch back to provide a clean, dry, sound and smooth transition from bare metal to remaining coating.
5. Spot Prime (If required): Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1 coat; 3.0 to 5.0 mils DFT
6. Full Tie Coat: Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1coat; 3.0 to 5.0 mils DFT
7. Stripe Coat: Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1coat; 3.0 to 5.0 mils DFT
8. Finish Coat: Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1coat; 3.0 to 5.0 mils DFT
9. Dry Film Thickness Total System: 6.0 to 10.0 mils (Excluding the spot prime and stripe coat)

Note: Must use contrasting colors to differentiate coats. Reference 4 - General Application Requirements, A. General. 7 and 9

B. Previously Coated Canopies Underneath Side Existing Ferrous and Non-Ferrous Metals, Interior Surfaces, Intermittently Wet

1. Aeration Basin Canopies
2. System Type: Epoxy
3. Surface Preparation: SSPC-SP WJ-4/NACE WJ-4 – Thoroughly clean the surface to be coated using clean metered potable water mixed with mixed with 30% vinegar or equal non hazardous chemical etch solution. Afterwards, pressure wash rinse using clean potable water to thoroughly remove any remaining residue. Should other cleaning procedures be utilized using different types of biodegradable, non-hazardous chemical etch solutions or cleaners, the directions must be followed as provided by the manufacture and approved by the coating manufacture if they are not the same.
4. Touchup existing coating which have damaged or have bare areas, according to SSPC-SP2 or SSPC-SP3 at the time of painting system application. Tightly adhering coating surrounding the bare metal shall be feather edged a minimum of 1 inch back to provide a clean, dry, sound and smooth transition from bare metal to remaining coating.

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5. Spot Prime (If required): Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1 coat; 3.0 to 5.0 mils DFT
6. Full Tie Coat: Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1 coat; 3.0 to 5.0 mils DFT
7. Stripe Coat: Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1 coat; 3.0 to 5.0 mils DFT
8. Finish Coat: Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1 coat; 3.0 to 5.0 mils DFT 9. Dry Film Thickness Total System: 6.0 to 10.0 mils (Excluding the spot prime and stripe coat) Note: Must use contrasting colors to differentiate coats. Reference 4 - General Application Requirements, A. General. 7 and 9

C. Previously Coated Canopies Underneath Side Existing Ferrous and Non-Ferrous Metals Support Structure, Exterior Surfaces UV Exposure

1. System Type: Epoxy/Polyurethane
2. Surface Preparation: Surface Preparation: SSPC-SP WJ-4/NACE WJ-4 – Thoroughly clean the surface to be coated using hot potable water mixed with Simple Green at approximately 10 parts clean hot metered potable water to 1part Simple Green. Afterwards, pressure wash rinse using clean hot metered potable water to thoroughly remove any remaining residue. Should other cleaning procedures be utilized using different types of biodegradable, non-hazardous chemical etch solutions or cleaners, the directions must be followed as provided by the manufacture and approved by the coating manufacture if they are not the same.
3. Spot Prime (If required): Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1 coat; 3.0 to 5.0 mils DFT
4. Full Tie Coat: Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1 coat; 3.0 to 5.0 mils DFT
5. Finish Coat: Tnemec Series V701 Hydroflon; 1 coat; 2.0-3.0 mils DFT or Sherwin Williams Sher-Loxane 800; 1 coat; 4.0 to 6.0 mils DFT
6. Dry Film Thickness Total System: 5.0 to 11.0 mils (Excluding the spot prime & stripe coat)

Note: Must use contrasting colors to differentiate coats. Reference 4 - General Application
Requirements, A. General. 7 and 9

D. Previously Coated Roof Canopies and Support Structure Existing Ferrous and Non-Ferrous Metals Exterior Surfaces UV Exposure

1. System Type: Epoxy/Polyurethane
2. Surface Preparation: Surface Preparation: SSPC-SP WJ-4/NACE WJ-4 – Thoroughly clean the surface to be coated using hot potable water mixed with Simple Green at approximately 10 parts clean hot metered potable water to 1 part Simple Green. Afterwards, pressure wash rinse using clean hot metered potable water to thoroughly remove any remaining residue. Should other cleaning procedures be utilized using different types of biodegradable, non-hazardous chemical etch solutions or cleaners, the directions must be followed as provided by the manufacture and approved by the coating manufacture if they are not the same.
3. Spot Prime (If required): Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1 coat; 3.0 to 5.0 mils DFT
4. Full Tie Coat: Tnemec Series 135 Chembuild or Sherwin Williams 646 Macropoxy; 1 coat; 3.0 to 5.0 mils DFT
5. Finish Coat: Tnemec Series V701 Hydroflon; 1 coat; 2.0-3.0 mils DFT or Sherwin Williams
Sher-Loxane 800; 1 coat; 4.0 to 6.0 mils DFT
6. Dry Film Thickness Total System: 5.0 to 11.0 mils (Excluding the spot prime & stripe coat)

Note: Must use contrasting colors to differentiate coats. Reference 4 - General Application Requirements, A. General. 7 and 9

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3. SUBSTITUTIONS

A. No products that decrease the film thickness, the surface preparation, VOC's, solids by volume or the generic type of coating specified shall be considered.

PART 3 EXECUTION

1. INSPECTION

A. Examine the areas and conditions under which painting Work is to be performed and notify OWNER'S REPRESENTATIVE immediately, in writing, of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to OWNER'S REPRESENTATIVE.

B. If surfaces to be coated cannot be put into proper condition for finishing by procedure specified, report to OWNER or OWNER'S REPRESENTATIVE in writing, or assume total responsibility including financial and correct unsatisfactory finish which results. Proceeding with work past preparation of surface shall indicate acceptance of improper surfaces.

C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, dry spray, overspray or conditions otherwise detrimental to the formation of a durable paint film capable of performing in accordance with claims made in manufacturer's product literature for the surfaces and conditions encountered.

D. Do not paint over existing paint where there is no assurance that existing paint will provide an acceptable surface for the long-term adherence and durability of painting systems specified or where the manufacturer requires removal of all existing paint in order to recommend the use of the specified painting system.

E. PAINTER will ensure that all surfaces and areas to be inspected will be clean and ready for inspection so the coating and/or lining system can be immediately applied. No inspections will be conducted if areas and/or surfaces have dust and debris floating in the air and/or covering the substrates to be inspected. All expenses due to delays, extra coating inspections etc. are the sole responsibly of the PAINTER.

F. Only fully prepared sections or areas will be evaluated unless these are small remedial worked areas.

2. SURFACE PREPARATION

A. General:

1. Prior to any surface preparation covered in this section, all surfaces shall meet the acceptable conditions required. Reference Part 2 Products 2. Coating Systems A, B and C.
2. Remove all hardware, hardware accessories and similar items already in-place and that does not require field painting, or provide effective surface-applied protection prior to surface preparation and painting operations.

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3. Remove, as necessary, items, which must be field-painted where adjacent surfaces cannot be completely protected from splatter or overspray. Following completion of painting of each space or area, the removed items shall be reinstalled by workers skilled in the trades involved.
4. Surfaces to be painted must be clean, dry and sound before applying any painting system components. Should any surface be found in an unsatisfactory condition, the PAINTER must remediate by the to provide an acceptable coating condition.

C. Ferrous Metals:
1. All surface imperfections (e.g., sharp fins, sharp edges, weld spatter, burning slag, scabs, slivers) existing or new shall be removed by best means feasible from submerged or non-submerged ferrous metal surfaces before full surface preparation operations begin. All edges and corners shall be ground to provide a smooth rounded finish.
2. Non-Ferrous Metal Surfaces: Prepare all substrates new or existing according to the coating manufacturers current written guidelines for the submitted coating system and its intended service environment.

3. MATERIALS PREPARATION

A. General:
1. Mix and prepare painting materials in strict accordance with the coating manufacturer's current product literature.
2. If the painter wants to mix partial kits of coating, they must provide a letter to the OWNERS REPRESENTATIVE from the coating manufactures technical service department outlining that coating manufactures recommended procedure.
3. Only use coating materials of the submitted coating manufacturer. Do not mix any painting materials produced by different coating manufacturers.
4. Only use thinners when required for the Work and that are provided by the coating manufacturer for the submitted coating system. Do not use any thinners not documented on its current product data sheet or outside its recommended guidelines.
5. Any deviation of mixing procedures must be approved in writing by the OWNERS REPRESENTATIVE before any procedural change will be allowed.

B. Mixing:
1. For those products requiring constant agitation, use methods in compliance with manufacturer's product literature, to prevent settling during paint application.
2. Mix only in containers placed in suitably sized nonferrous or oxide resistant metal pans to protect concrete floors from splashes or spills. PAINTER is responsible all clean up and for any damage associated from splash and/or spills.
3. Mix and apply paint only in containers bearing accurate product name of material being mixed, or applied.
4. Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials. Do not stir any film, which may form on the surface into the material. Remove the film and if necessary, strain the material before using.

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4. GENERAL APPLICATION REQUIREMENTS

A. General:

1. Thin, mix and apply coatings by brush, roller, or spray in strict accordance with manufacturer's installation instructions.
2. Application equipment must be evaluated and approved in writing by coating manufacturer
3. Temperature and weather conditions:
   a. Do not paint surfaces when surface temperature is below 50F unless product has been formulated specifically for low temperature application or approved in writing by owner's representative and paint manufacturer's authorized representative.
   b. Air and Surface Temperatures: Prepare surfaces, then apply and cure coatings within air and surface temperatures minimum and maximum range according to the coating manufacturer's current recommended instructions.
   c. Avoid painting surfaces exposed to direct hot sun.
   d. Do not paint on damp surfaces.
4. Immediately after any surface has been inspected and accepted the coatings must be applied.
5. Provide complete coverage to dry film thickness range specified.
   a. All paint systems are "to cover". In situations of discrepancy between manufacturer's square footage coverage rates and mil thickness, mil thickness requirements govern. When color or undercoats show through, apply additional coats until paint film has a consistent uniform finish and color.
6. If so directed by OWNERS REPRESENTATIVE, do not apply consecutive coats until OWNERS REPRESENTATIVE has had an opportunity to observe and approve previous coats.
7. Use alternating colors to separate and distinguish the applied coatings.
8. Evenly spread to provide full, smooth coverage. All paint is to be applied in a continuous, monolithic and pinhole free manner.
9. Stripe coat (each coat) with a brush or roller prior before full application. Stripe coats must be applied to edges, corners, crevices, joints, and other difficult to work areas so as to provide optimum film build and coverage for long-term protection and performance of the coating system.
10. Avoid degradation and contamination of blasted surfaces and avoid inter-coat contamination.
    a. Clean contaminated surfaces before applying next coat.
    b. All embedded debris shall be removed prior to the application of the next coat.
    c. Final coat shall be contaminant free. Remediated areas shall have the same color and gloss appearance as the surrounding painted area. A patchy appearance is not acceptable. Re-coat until appearance is acceptable by the owner's representative at no additional cost to the owner.
11. Smooth out any runs, drips or sags immediately. Any remaining runs, drips or sags located afterwards will need to be removed and the entire surface re-coated.
12. Allow preceding coats to sufficiently dry before applying any coating
    a. Re-coat within time limits specified by coating manufacturer.
    b. If re-coat time limits have expired re-prepare surface according to the coating manufacturer's current printed recommendations.

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13. Allow coated surfaces to cure according to coating manufacturers written recommendations prior to allowing traffic or other work to proceed. Wet on wet coating applications are not allowed.
14. When coating rough surfaces which cannot be back rolled sufficiently, hand brush coating to work coating materials into all recesses.

B. SpotPrime/Tie Coat Application:

1. Prime all surfaces indicated to be painted. Apply the coating according coating the coating manufacturer's written instructions.
2. All damage to surface as result of coating removal shall be repaired to original condition or better by PAINTER at no additional cost to OWNER.
3. Brush or Roll all bolts, welds, edges crevices corners, edges and other difficult access areas with primer prior to primer application over entire surface.
4. Touch up damaged primer coats prior to applying finish coats. Restore primed surface equal to surface before damage.

C. Finish Coat Application:

1. Stripe Coat using a brush or roller all bolts, welds, edges crevices corners, edges and other difficult access areas prior to applying the full finish coat over entire surface.
2. Apply the finish coat according coating the coating manufacturer's written instructions.

5. REPAIRS

A. All repairs and corrective work will be done according to the coating manufacturers provide written recommendations. NO REPAIRS WILL BE COMPLETED WITHOUT THE COATING MANUFACTURES WRITTEN RECOMMENDATIONS

6. FIELD QUALITY CONTROL AND QUALITY ASSURANCE

A. Painting Contractors: Quality Control
1. Must utilize either an in-house or outside sourced certified AMPP coating inspector.
2. Maintain permanent written records of daily QC responsibilities.
3. A copy of the previous workday's daily QC records will be turned in at the beginning of shift to the GENERAL CONTRACTOR. PAINTER will maintain all copies of their Daily QC logs in a designated binder. Request to verify compliance of Daily QC records can be at anytime by the OWNER OR OWNER'S REPRESENTATIVE.
4. Verify and record that the coatings and other materials are as specified (i.e., manufacturer, product name & product batch dates).
5. Verify and record condition of coatings and material along with their storage procedures
6. Verify and record surface preparation and application of coatings are as specified.
7. Verify and record coating mixing and thinning procedures, i.e., batch dates, amount mixed, material temperatures, induction time , etc.
8. Verify and record application procedures.
9. Verify and record environmental conditions one half hour before work starting, then every 2 hours afterwards and once upon completion of work that day. Environmental readings must be obtained in the area that the work is taken place. Environmental readings **shall not** be obtained from computers, TV or cell phone apps. Readings shall be immediately taken should a sudden change in the climate be observed. Record results using sample forms or similar approved forms.

B. Independent AMPP Third Party Inspection Responsibilities: Quality Assurance

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1. OWNERS REPRESENTATIVE will maintain permanent written records of Q/A inspections. Inspection reports will be provided to the OWNER.
2. Surface Preparation Inspection - Verify and record that the specified surface preparation meets or exceeds specified cleanliness standard. Check for characteristics or defects that would adversely affect performance or appearance of coating systems.
3. All surfaces must be free of dust, debris and ready for the coating to be immediately applied prior to any surface preparation inspection being conducted.
4. Only fully prepared sections or areas will be evaluated unless these are small remedial worked areas.
5. Coating Inspection - Verify and record the DFT readings of each coat. Check the applied coating film for characteristics or defects that would adversely affect performance or appearance of coating systems, i.e., runs, sags skippers, inconsistent / poor coverage.

7. PROTECTION

A. Provide "Wet Paint" signs as required to protect newly painted finishes. Protect surfaces of coating systems from damage from any possible surrounding activity.
B. Remove all temporary protective wrappings provided for protection of this Work and the work of other contractors after completion of painting operations.

8. ADJUSTMENT & CLEANUP

A. Correct all damages to the work of other trades by cleaning, repairing or replacing, and repainting, as acceptable to Owner’s Representative.
B. During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday.
C. Upon completion of painting, clean all paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces. Any damage associated with the cleaning and removal process is the PAINTERS responsibility.
D. At the completion of Work of other trades, touchup and restore all damaged or defaced painted surfaces as determined by Owner’s Representative.

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9. WARRANTY INSPECTION

A. Coating manufacturer shall provide a 5-year material warranty.
B. Painter shall provide a 5-year workmanship warranty.
C. An anniversary inspection shall be conducted by the OWNER'S REPRESENTATIVE on the tenth (10th) or eleventh (11th) month following completion of all coating work within that specific basin location. PAINTER shall be present at inspection. All defective work shall be repaired in strict accordance with coating manufacturer's instructions, this Specification, and to satisfaction of the OWNER or OWNER'S REPRESENTATIVE.
D. Entire coating system shall be visually inspected. All defective coating, as well as damaged and rusting spots shall be satisfactorily repaired by and at sole expense of PAINTER.
E. Coating Manufacturer's Representative: PAINTER shall have coating manufacturer's. representative present during inspection of work to assist with assessment of condition of the applied coating and make recommendations for methods of repair of coating systems as may be required.
F. Inspection Report: The PAINTER shall provide an inspection report covering first anniversary inspection, setting forth number and type of failures observed percentage of surface area where failures have occurred.
G. Schedule: Upon completion of inspection and receipt of an Inspection Report as noted herein, The OWNER shall establish a date for PAINTER to proceed with remedial work. Any delay on the part of PAINTER to meet schedule established by OWNER shall constitute breach of this Contract and the OWNER may proceed to have defects remedied, with costs involved paid by the PAINTER.
H. Remedial Work: Any location where coating has peeled, bubbled, or cracked and any location where rusting is evident shall be considered to be a failure of coating system. PAINTER shall make repairs at all points where failures are observed by removing deteriorated coating, cleaning surface, and re-coating with same coating system. If area of failure exceeds twenty-five percent (25%) of total coated surface, the entire coating system may be required to be removed and. recoated in accordance with original Specification.
I. Costs: All costs for PAINTER's repair shall be borne by PAINTER. In preparing his bid, PAINTER shall include an appropriate amount for repair. No additional allowance will be paid by OWNER for said repair.

Additional requirements

Regarding surface Prep WJ4 with metered potable water. The city will provide a fire hydrant location it will be up to the contractor to obtain a meter with backflow by contacting the City. It will be up to the contractor to obtain metered back flow preventor

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Airport Water Reclamation Facility Canopy Coating Repair

Prices are tax inclusive.

Structure	Cost
Aeration Basins:	
A. Top of Canopy	$ 583,984.94
B. Underneath Canopy	$1,027,066.66
C. Canopy Support Structure	$ 452,639.26
Aeration Basin Total Cost:	$2,063,690.86
Clarifiers 1,2, and 3:	
A. Top of Canopy	$ 95,557.15
B. Underneath Canopy	$178,861.76
C. Canopy Support Structure	$114,462.04
Clarifiers 1,2, and 3 Total Cost:	$388,880.95
Clarifier 4:	
A. Top of Canopy	$ 56,580.99
B. Underneath Canopy	$ 78,361.98
C. Canopy Support Structure	$ 54,268.68
Clarifier 4 Total Cost:	$189,211.64
Clarifiers 5 & 6:	
A. Top of Canopy	$102,397.06
B. Underneath Canopy	$176,865.30
C. Canopy Support Structure	$ 95,916.13
Clarifiers 5 & 6 Total Cost:	$375,178.50
Clarifier 7:	
A. Top of Canopy	$ 55,912.63
B. Underneath Canopy	$ 88,807.80
C. Canopy Support Structure	$ 54,943.50
Clarifier 7 Total Cost:	$199,663.93
Clarifier 8:	
A. Top of Canopy	$ 57,904.77
B. Underneath Canopy	$ 90,996.14
C. Canopy Support Structure	$ 55,598.93
Clarifier 8 Total Cost:	$ 204,499.84
Filters and EQ Basin:	
A. Top of Canopy	$ 125,377.87
B. Underneath Canopy	$ 223,033.89
C. Canopy Support Structure	$ 121,073.41
Filters and EQ Basin Total Cost:	$ 469,485.17

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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

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will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

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

Additional Policy Provisions Required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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.

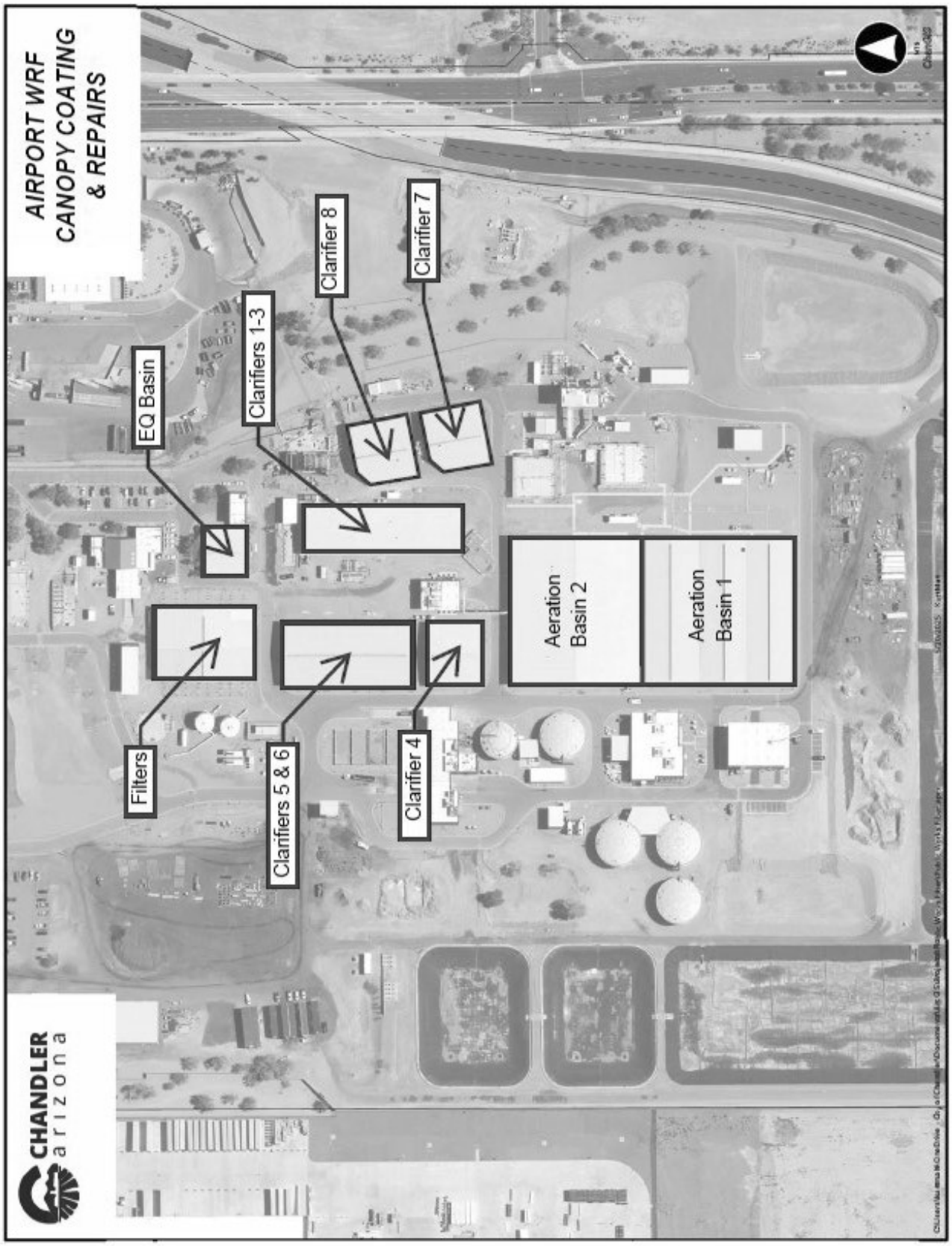
Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services 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

Docusign Envelope ID: 40EB91DB-A4E5-42F1-B890-C9C0D60196A9

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.

Docusign Envelope ID: 40EB91DB-A4E5-42F1-B890-C9C0D60196A9

EXHIBIT E-SITE MAP



CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-030

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
From: Taylor Manemann, City Planner
Subject: ANX25-0003 Annexation - East of the Northeast Corner of Willis Road and McQueen Road
Request: Annexation Public Hearing, approximately 11.24 acres located east of the northeast corner of Willis Road and McQueen Road
Location: East of the Northeast Corner of Willis Road and McQueen Road
Applicant: Mario Mangiamele, Iplan Consulting

Background Data:

- Located east of the northeast corner of Willis and McQueen roads
- The annexation includes three (3) parcels located in Maricopa County for a total area of approximately 11.24 net acres to be annexed
- The three (3) parcels are zoned RU-43 within Maricopa County
- Upon annexation, the initial city zoning will be Agricultural District (AG-1) for the three (3) parcels
- A Rezoning and Preliminary Development Plan application are in review and will be forthcoming to the City Council to establish a single-family detached subdivision featuring 57 homes

Surrounding Land Use Data:

North	Single-Family Residential Subdivision	**South**	Willis Road, then Single-Family Residential Subdivision
East	City of Chandler Water Treatment Facility	**West**	Rural Residential and Church Property

General Plan and Area Plan Designations:

General Plan	Neighborhoods

Utility Service:

The City of Chandler will provide water and wastewater services to the subject property.

Staff Comments

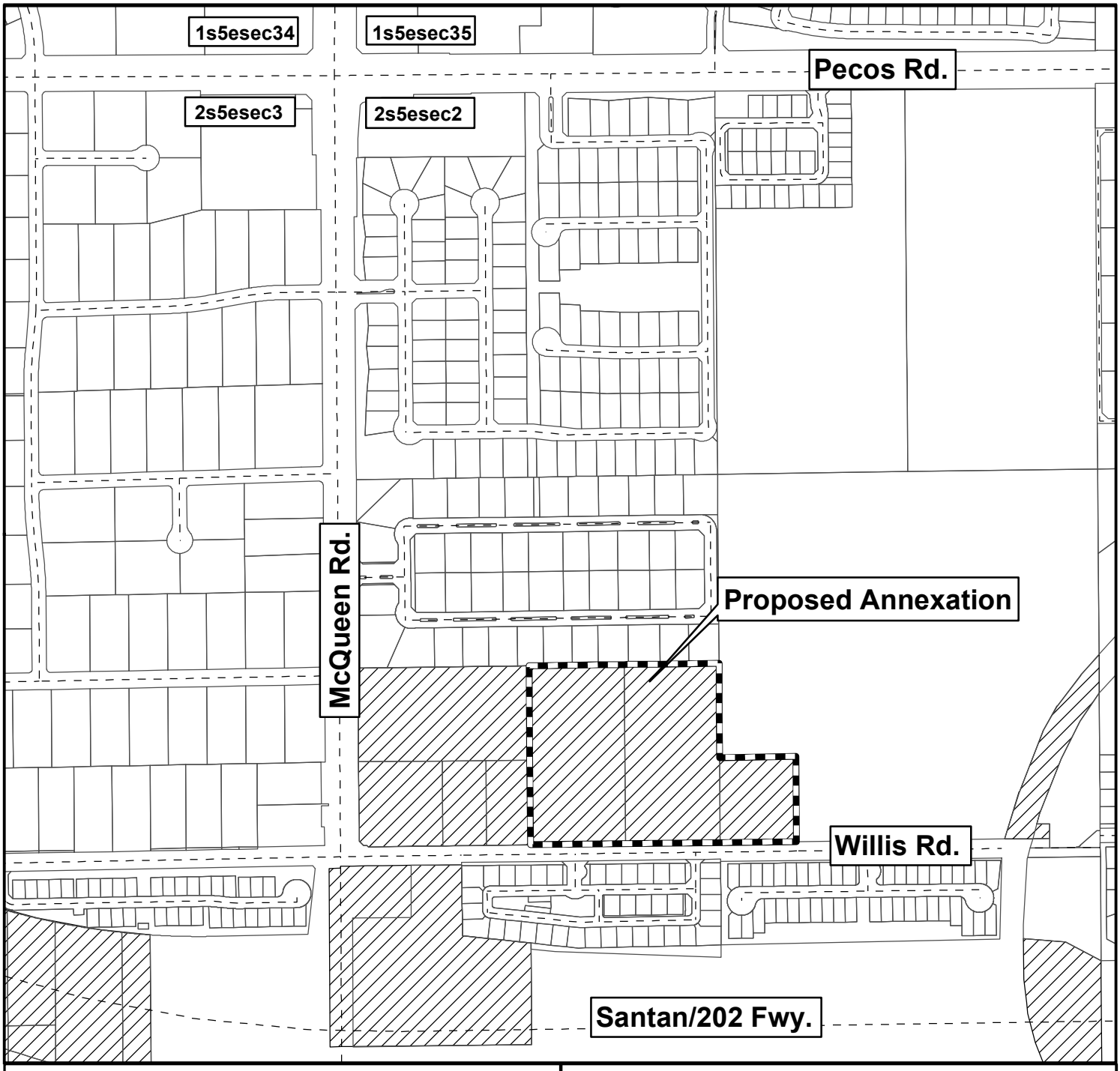
Staff circulated this request among city departments and received no negative comments relative to the property's annexation.

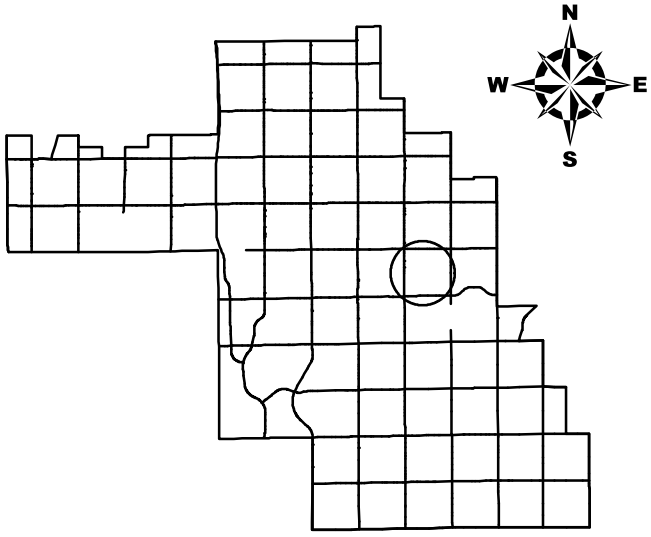
Mayor's Statement

The Public Hearing regarding the proposed annexation is now open for comment.

Attachments

Vicinity Maps
Legal Description





City of Chandler 11/20/2025

Annexation Map

Proposed Annexation

East of the Northeast Corner of Willis Road and McQueen Road

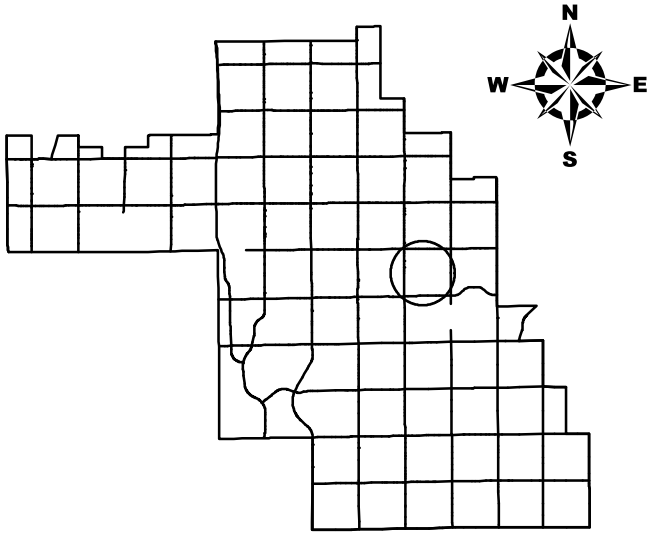
Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A





City of Chandler 11/20/2025

Annexation Map

Proposed Annexation
East of the Northeast Corner of Willis Road and McQueen Road

Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A

May 27, 2025

LEGAL DESCRIPTION FOR
URBAN DUPLEXES AT MCQUEEN & WILLIS
ANNEXATION PARCEL

That part of the Northwest Quarter of Section 2, Township 2 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in a hand hole marking the West Quarter Corner of said Section 2, from which the calculated position of the center of said Section 2 bears North 89°17'08" East, a distance of 2,640.20 feet;

Thence North 89°17'08" East, along the South line of said Northwest Quarter, a distance of 660.05 feet;

Thence North 00°26'23" West, departing said South line, a distance of 33.00 feet to the Point of Beginning;

Thence continuing North 00°26'23" West, a distance of 622.67 feet;

Thence North 89°13'45" East, a distance of 660.26 feet;
Thence South 00°25'19" East, a distance of 326.32 feet;
Thence North 89°17'08" East, a distance of 264.00 feet;

Thence South 00°25'19" East, a distance of 297.00 feet to a point on a line which is parallel with and 33.00 feet Northerly from said South line;

Thence South 89°17'08" West, along said parallel line, a distance of 924.06 feet to the Point of Beginning.

Containing 489,678 Square Feet or 11.241 Acres, more or less.



4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

URBAN DUPLEXES AT MCQUEEN & WILLIS
ANNEXATION PARCEL

N89°17'07.63" E 660.05

N00°26'23.37" W 33.00

BOUNDARY

N00°26'23.37" W 622.67

N89°13'44.63" E 660.26

S00°25'19.37" E 326.32

N89°17'07.63" E 264.00

S00°25'19.37" E 297.00

S89°17'07.63" W 924.06
to

Area = 489678 11.241 AC

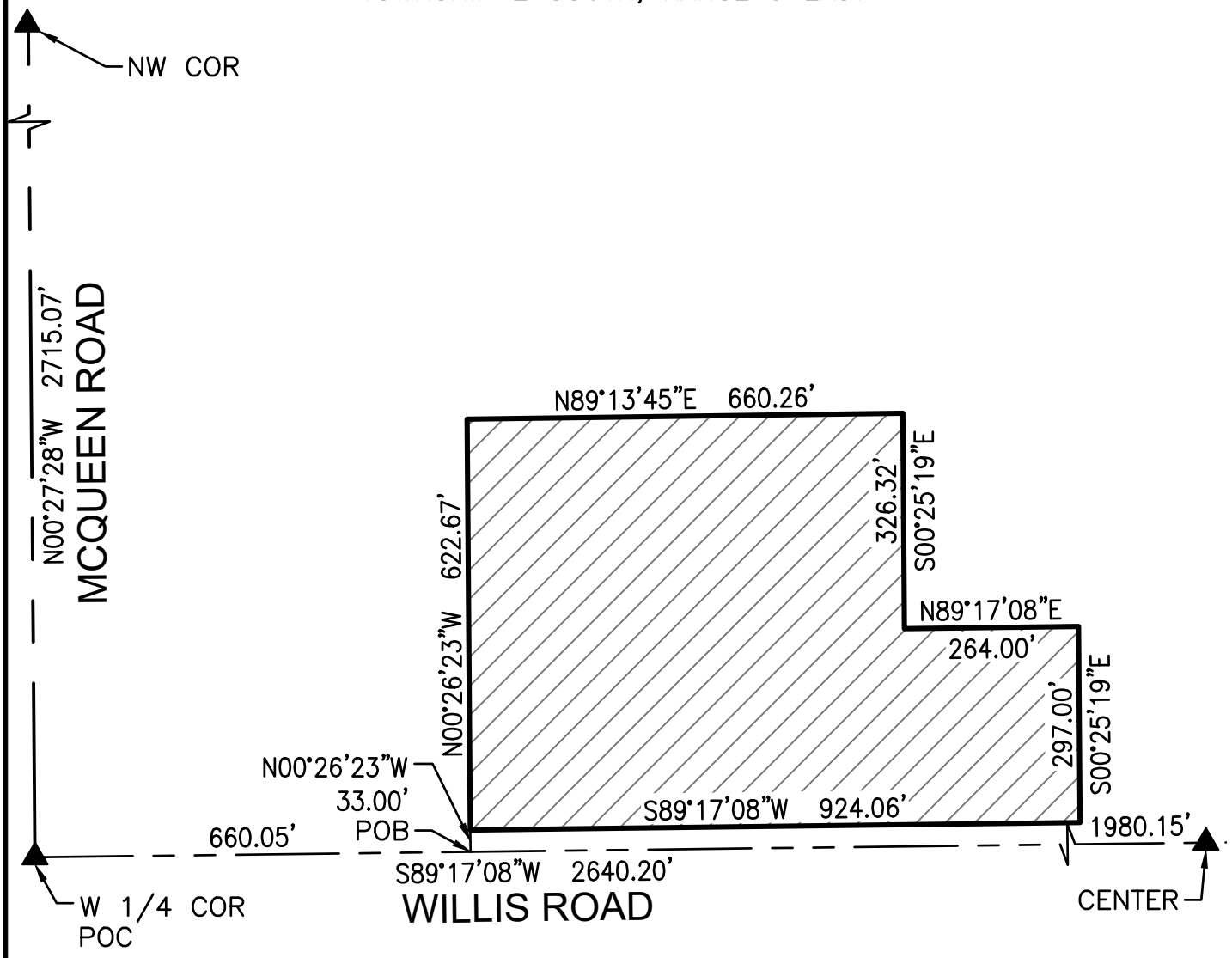
Closing course: 255°31'51.26" 0.003255

Misclosure: 1/950,591

North Error: 0.000813
East Error: 0.003152



NORTHWEST QUARTER, SECTION 2
TOWNSHIP 2 SOUTH, RANGE 5 EAST



= ANNEXATION PARCEL AREA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed: 5-27-25
ARIZONA U.S.A.

SCALE 1" =250'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

URBAN DUPLEXES AT MCQUEEN & WILLIS

ANNEXATION PARCEL

CVL CONSULTANTS

N:\01\0418301\CADD\Exhibits\VX.ANNEXATION.dwg **Dominique May 27, 2025**

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-020

Date: December 08, 2025
To: Mayor and Council
Thru: John M. Pombier, City Manager
Leah Powell, Deputy City Manager
Kevin Mayo, Acting Development Services Director
From: David De La Torre, Planning Manager
Subject: PLH24-0046 Price Road Innovation Campus
Introduction and Tentative Adoption of Ordinance No. 5143
Request: Rezone an approximately 40-acre site from Planned Area Development (PAD) to PAD for a data center (approximately 422,877 square feet and 85 feet in height) in addition to knowledge-intensive uses, advanced business services and ancillary commercial with a Mid-Rise Overlay up to 90 feet and Preliminary Development Plan approval for site layout and building architecture.
Location: 3380 S. Price Road, southwest corner Price and Dobson roads
Applicant: Adam Baugh, Withey Morris Baugh, PLC

Proposed Motion:

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5143 approving PLH24-0046 Price Road Innovation Campus, rezoning an approximately 40-acre site from Planned Area Development (PAD) to PAD for a data center as a primary use in addition to knowledge-intensive uses, advanced business services and ancillary commercial, as well as a Mid-Rise Overlay up to 90 feet, subject to conditions as recommended by the Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan, PLH24-0046 Price Road Innovation Campus, approving the site layout and building architecture for an 85 foot high, 422,877 square foot data center and five research and development/flex/office buildings subject to conditions as recommended by the

Planning and Zoning Commission.

Background Data:

- 1989: The site was rezoned from Agricultural District (AG-1) to Planned Area Development (PAD) to allow Space Data Corporation, a high-technology firm that merged with Orbital Sciences Corporation to build an approximately 330,000 square foot facility that specialized in military and civilian aerospace engineering, manufacturing and testing.
- 1998: An amendment to the Preliminary Development Plan was approved for a 40,000 square foot addition.
- 2019: The property was vacated after being acquired by Northrup Grumann in 2018.
- The existing 369,000 square foot building on the property has remained unoccupied ever since.

Surrounding Land Use Data:

North	North Price Road, then 3-story office building and tennis courts owned & managed by Ocotillo Community Association	South	City of Chandler Public Safety Training Center
East	Dobson Road, then Sienna at Ocotillo residential condominiums and single family residential	West	City of Chandler Ocotillo Water Reclamation Facility

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Employment	Employment

Proposed Development

Proposed Building	Site Plan Label	Proposed Square Feet	Proposed Building Height*

Data Center	Building A	422,877	85 ft. top of mechanical screening 75 ft. top of parapet
R&D/Flex/Office	Building B	50,753	45 - 47 ft. top of parapet
R&D/Flex/Office	Building C	66,476	43 - 45 ft. top of parapet
R&D/Flex/Office	Building D	71,420	43 - 45 ft. top of parapet
R&D/Flex/Office	Building E	42,674	43 - 45 ft. top of parapet
R&D/Flex/Office	Building F	42,674	43 - 45 ft. top of parapet

*The request includes a Mid-Rise Overlay to allow building heights up to 90 feet over the entire site.

Review and Recommendation

This rezoning request is triggered by the proposal to construct a data center as a primary use. Per section 35-2214 of Chapter 35 of the Chandler Municipal Code, data centers are not permitted unless explicitly approved as part of a Planned Area Development (PAD). Data centers that are an ancillary component and provide support to the primary activities or operations of a business are permitted in the current PAD zoning if they meet the following criteria: a) they occupy no more than 10 percent of the building footprint, b) they are used to serve the enterprise functions of the on-site business and not used to lease data storage and/or processing services to third parties, and c) they are not housed in a separate stand-alone structure on the parcel.

As proposed, the data center is the only tenant identified with the proposed development and would occupy 100% of Building A. It would be used to lease data storage and process services to third parties, and would be housed in a stand-alone building that is 422,877 square feet, almost six times larger than Building D, the second-largest building proposed. Buildings B - F are all speculative at this time, meaning no tenants have been identified for these buildings.

Proposed Phasing

- Phase I: Includes the construction of Building A, the data center, and Building

B, a speculative 50,753 square foot building located immediately north of the data center.
- Phase II: The balance of the site will be marketed to attract a single-tenant user who could occupy all or a portion of the remaining 19 +/- acres. However, at minimum, the applicant has agreed to obtain building permits for Buildings E and F within 12 months of the Certificate of Occupancy of the data center building.
- Phase III: Includes, at minimum, the construction of either Building C or D obtaining a building permit within 36 months of the Certificate of Occupancy of the data center.

Please note that timeframes for Phases II and III may be modified by the terms of a development agreement that is on the same agenda for the City Council's review and approval.

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.
- Three neighborhood meetings were held as follows:
  - February 26, 2025 (9 neighbors/interested parties attended) at Jacobson Elementary School Cafeteria
  - March 3, 2025 (12 neighbors/interested parties attended) at Jacobson Elementary School Cafeteria
  - August 28, 2025 (7 neighbors/interested parties attended) at the subject site.
- At each of the meetings, attendees inquired about a variety of topics including utility infrastructure, substation design, data center operations and screening, potential uses in the future buildings, potential for the existing building, proposed building heights, noise standards, traffic generation, job generation and project timeline. See attached Neighborhood Meeting Summaries for a more detailed description of the Q & A.
- As of the writing of this memo, Planning staff has received about 5 emails in support, 107 emails in opposition. See attached "Emails Received"

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting October 15, 2025
Motion to Approve

In Favor: 5 Opposed: 1 (Heumann) Absent: 1 (Barichello)

After asking questions regarding the proposed data center use and site design, the Planning and Zoning Commission approved the request by majority including a stipulation (Preliminary Development Plan stip #5) that requires the applicant to come back to the Design Review Committee with a revised site layout in order to create a more campus-like design.

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning to PAD to allow a data center as a primary use in addition to knowledge-intensive uses, advanced business services and ancillary commercial uses with a Mid-Rise Overlay subject to the following conditions:

1. Primary land uses shall be limited to knowledge-intensive uses including but not limited to:
    a. Manufacturing, research and development, and/or office for high-technology, biomedical, biotechnology, bioscience, pharmaceuticals, nanotechnology, telecommunications, aerospace, renewable and/or cogeneration energy, and other industries involved in emerging technologies except no use shall be permitted that is likely to be detrimental to the health and safety of the surrounding area or the general community;
    b. Higher education facilities such as universities and professional institutes of learning;
    c. Assembly of finished products or subassemblies, so long as the primary use of the property is technology related and not basic processing and compounding of raw materials or food products;
    d. Supporting advanced business services or office uses such as financial services, information technology, software design, professional design or engineering firms, accounting, or human resources; and
    e. Other uses determined by the Zoning Administrator to be similar to the aforementioned knowledge-intensive uses.
2. The use of a data center as a primary use is permitted within the portion of the site identified in Exhibit B.
3. Data centers not located in the portion of the site identified in Exhibit B shall:
    a. not occupy more than 10 percent of the building footprint
    b. be used to serve the enterprise functions of the on-site business

c. not be used to lease data storage and/or processing services to third parties, and
d. not be housed in a separate stand-alone structure

4. Call centers, warehousing, storage, distribution, and other similar land uses that do not employ a workforce composed of a substantial number of predominantly highly skilled workers engaging in knowledge-intensive employment shall not be permitted as a primary use.
5. Ancillary commercial uses that support employment uses such as but not limited to retail, restaurants, personal services and business services shall be permitted and shall not occupy more than 15% of each building footprint.
6. Building heights shall not exceed 90 feet in height as measured to the top of parapet of the building facade.
7. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet, entitled, "Price Road Innovation Campus" and kept on file in the City of Chandler Planning Division, File No. PLH24-0046, 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.
8. Completion of the construction of all required off-site 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.
9. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per standards of the Chandler Transportation Plan.
10. The landscaping and all other improvements in all open spaces shall be maintained by the property owner or property owner's association and shall be maintained at a level consistent with or better than at the time of planting.
11. The landscaping in all right-of-way shall be maintained by the adjacent property owner or property owner's association.
12. All water meters serving the site shall be removed, except for one one-inch water meter to serve the data center. Applications shall be submitted for any additional water meters to serve the remaining buildings pursuant to the Sustainable Water Allocation Regulations set forth in City Code Chapter 52.
13. The data center shall be engineered to utilize mechanical cooling system which may include closed-loop water-based cooling systems that do not require the on-going use of water provided that the water use for the data center does not exceed Tier I water allocation for the property.
14. All generators shall only be utilized for backup power or if required by SRP during a demand response event. Nothing in this stipulation shall prevent weekly testing of the generators pursuant to the requirements contained in Section 35-2214 Data Centers of the municipal code of the City of Chandler.

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 conceptual plans included in the Development Booklet, entitled, "Price Road Innovation Campus" and kept on file in the City of Chandler Planning Division, File No. PLH24-0046, 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. 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.
3. A minimum three percent of the required parking spaces shall be electric vehicle charging stations.
4. The existing pedestrian crosswalk on Price Road leading from the subject site to the existing office building on the north side of Price Road shall be removed.
5. The site plan layout for phases 2 and 3 shall be redesigned to create a more campus-like environment that includes utilizing the water feature as a campus focal point by fronting and orienting buildings around it, providing enhanced pedestrian pathway connecting all the buildings to the water feature and providing a main boulevard-like driveway. Said site redesign shall be presented to the Planning and Zoning Commission at their Design Review Committee.
6. The development shall be constructed in phases as identified in the Development Booklet, or as modified by a Development Agreement approved by the Chandler City Council.

Attachments

Ordinance No. 5143
Vicinity Maps
Development Booklet
Neighborhood Meeting Summaries
Emails Received

ORDINANCE NO. 5143

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 AN AEROSPACE ENGINEERING, MANUFACTURING AND TESTING FACILITY TO PLANNED AREA DEVELOPMENT (PAD) FOR A DATA CENTER, KNOWLEDGE-INTENSIVE USES, AND ANCILLARY COMMERCIAL USES WITH A MID-RISE OVERLAY FOR BUILDING HEIGHTS UP TO 90 FEET IN CASE PLH24-0046 (PRICE ROAD INNOVATION CAMPUS) LOCATED AT THE SOUTHWEST CORNER OF PRICE AND DOBSON ROADS 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 engineering, manufacturing and testing to PAD for knowledge-intensive uses and ancillary commercial, subject to the following conditions:

1. Primary land uses shall be limited to knowledge-intensive uses including but not limited to:

a. Manufacturing, research and development, and/or office for high-technology, biomedical, biotechnology, bioscience, pharmaceuticals, nanotechnology, telecommunications, aerospace, renewable and/or cogeneration energy, and other industries involved in emerging technologies except no use shall be permitted that is likely to be detrimental to the health and safety of the surrounding area or the general community;

b. Higher education facilities such as universities and professional institutes of learning;

c. Assembly of finished products or subassemblies, so long as the primary use of the property is technology related and not basic processing and compounding of raw materials or food products;

d. Supporting advanced business services or office uses such as financial services, information technology, software design, professional design or engineering firms, accounting, or human resources; and

e. Other uses determined by the Zoning Administrator to be similar to the aforementioned knowledge-intensive uses.

2. The use of a data center as a primary use is permitted within the portion of the site identified in Exhibit B.

3. Data centers not located in the portion of the site identified in Exhibit B shall:

   a. not occupy more than 10 percent of the building footprint

   b. be used to serve the enterprise functions of the on-site business

   c. not be used to lease data storage and/or processing services to third parties, and

   d. not be housed in a separate stand-alone structure

4. Call centers, warehousing, storage, distribution, and other similar land uses that do not employ a workforce composed of a substantial number of predominantly highly skilled workers engaging in knowledge-intensive employment shall not be permitted as a primary use.

5. Ancillary commercial uses that support employment uses such as but not limited to retail, restaurants, personal services and business services shall be permitted and shall not occupy more than 15% of each building footprint.

6. Building heights shall not exceed 90 feet in height as measured to the top of parapet of the building facade.

7. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet, entitled, "Price Road Innovation Campus" and kept on file in the City of Chandler Planning Division, File No. PLH24-0046, 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.
8. Completion of the construction of all required off-site 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.
9. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per standards of the Chandler Transportation Plan.
10. The landscaping and all other improvements in all open spaces shall be maintained by the property owner or property owner's association and shall be maintained at a level consistent with or better than at the time of planting.
11. The landscaping in all right-of-way shall be maintained by the adjacent property owner or property owner's association.
12. All water meters serving the site shall be removed, except for one one-inch water meter to serve the data center. Applications shall be submitted for any additional water meters to serve the remaining buildings pursuant to the Sustainable Water Allocation Regulations set forth in City Code Chapter 52.
13. The data center shall be engineered to utilize mechanical cooling systems which may include closed-loop water-based cooling systems that do not require the on-going use of water provided that the water use for the data center does not exceed Tier I water allocation for the property.
14. All generators shall only be utilized for backup power or if required by SRP during a demand response event. Nothing in this stipulation shall prevent weekly testing of the generators pursuant to the requirements contained in Section 35-2214 Data Centers of the municipal code of the City of Chandler.

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 _____, 2025.

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. 5143 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

EXHIBIT "A"

LEGAL DESCRIPTION FOR ENTIRE SITE

Page 1 of 2

PARCEL ONE:

THAT PORTION OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18;

THENCE SOUTH 89 DEGREES 52 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 1269.65 FEET TO THE NORTHWEST CORNER OF OCOTILLO AS SHOWN ON THE "MAP OF DEDICATION OF RIGHT OF WAY AND EASEMENTS FOR OCOTILLO", ACCORDING TO BOOK 303 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 01 DEGREES 20 MINUTES 02 SECONDS WEST, ALONG THE WEST BOUNDARY THEREOF, 1321.64 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF LOT 1 OF SAID SECTION 18 AND SAID BOUNDARY OF OCOTILLO, 66.64 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID BOUNDARY, CONTINUE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST 207.11 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF PRICE ROAD AS SHOWN ON SAID MAP OF DEDICATION, SAID POINT MARKING THE BEGINNING OF A NON-TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS NORTH 59 DEGREES 08 MINUTES 21 SECONDS EAST 1315 FEET;

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47 DEGREES 54 MINUTES 39 SECONDS, HAVING AN ARC DISTANCE OF 1099.60 FEET;

THENCE SOUTH 78 DEGREES 46 MINUTES 18 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 27.27 FEET TO A POINT MARKING THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 250.00 FEET TO THE RIGHT;

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28 DEGREES 57 MINUTES 18 SECONDS, HAVING AN ARC DISTANCE OF 126.34 FEET TO A POINT OF COMPOUND CURVATURE MARKING THE BEGINNING OF A TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS SOUTH 40 DEGREES 10 MINUTES 60 SECONDS WEST 290.00 FEET;

EXHIBIT "A"

LEGAL DESCRIPTION FOR ENTIRE SITE

Page 2 of 2

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53 DEGREES 47 MINUTES 00 SECONDS, HAVING AN ARC DISTANCE OF 272.22 FEET TO A POINT OF REVERSE CURVATURE MARKING THE BEGINNING OF A TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS SOUTH 86 DEGREES 01 MINUTES 60 SECONDS EAST 2479.00 FEET;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12 DEGREES 11 MINUTES 31 SECONDS, HAVING AN ARC DISTANCE OF 527.50 FEET TO A POINT OF REVERSE CURVATURE MARKING THE BEGINNING OF A TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS SOUTH 81 DEGREES 46 MINUTES 29 SECONDS WEST 3024.49 FEET;

THENCE SOUTHERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 05 MINUTES 16 SECONDS, HAVING AN ARC DISTANCE OF 215.78 FEET;

THENCE SOUTH 04 DEGREES 08 MINUTES 15 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE 27.35 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 53 SECONDS WEST 1394.95 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID SECTION 18;

THENCE NORTH 01 DEGREES 00 MINUTES 13 SECONDS EAST, ALONG SAID EAST LINE, 361.44 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SAID SECTION 18;

THENCE NORTH 00 DEGREES 58 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2 AND ALONG AFOREMENTIONED BOUNDARY, A DISTANCE OF 1321.46 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"
DATA CENTER BOUNDARY DESCRIPTION

A PORTION OF PARCEL 1, AS DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT 2024-0351129, MARICOPA COUNTY RECORDS, (M.C.R.), LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 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 18, BEING MARKED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 18, BEING MARKED BY A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 17 MINUTES 37 SECONDS WEST, 2644.48 FEET;

THENCE NORTH 88 DEGREES 52 MINUTES 50 SECONDS EAST, 1325.47 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL AND THE **POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 13 MINUTES 49 SECONDS WEST, ALONG SAID WEST LINE, 743.81 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 88 DEGREES 52 MINUTES 58 SECONDS EAST, 446.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE CENTER BEARS NORTH 84 DEGREES 02 MINUTES 35 SECONDS EAST, 417.97 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 33 MINUTES 29 SECONDS, AN ARC LENGTH OF 106.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE CENTER BEARS SOUTH 69 DEGREES 44 MINUTES 37 SECONDS WEST, 505.92 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24 DEGREES 09 MINUTES 57 SECONDS, AN ARC LENGTH OF 213.38 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 785.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05 DEGREES 01 MINUTES 37 SECONDS, AN ARC LENGTH OF 68.87 FEET;

THENCE SOUTH 01 DEGREES 07 MINUTES 02 SECONDS EAST, 722.59 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL;

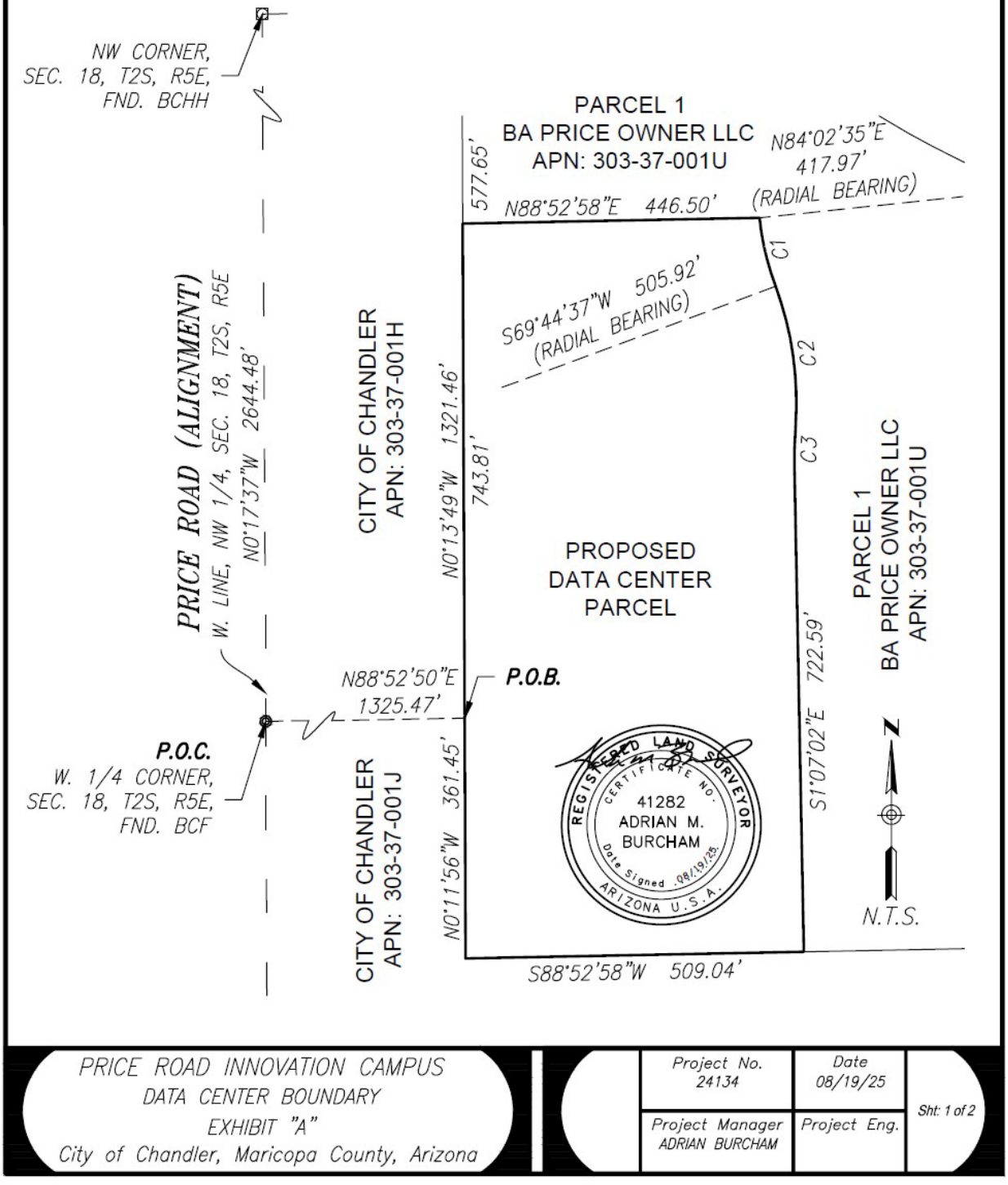
THENCE SOUTH 88 DEGREES 52 MINUTES 58 SECONDS WEST, ALONG SAID SOUTH LINE, 509.04 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 00 DEGREES 11 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, 361.45 FEET TO SAID **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 548,700 SQUARE FEET OR 12.5964 ACRES, MORE OR LESS.



HUBBARD ENGINEERING
www.hubbardengineering.com
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313



PRICE ROAD INNOVATION CAMPUS
DATA CENTER BOUNDARY
EXHIBIT "A"
City of Chandler, Maricopa County, Arizona

Project No. 24134	Date 08/19/25	Sht: 1 of 2
Project Manager ADRIAN BURCHAM	Project Eng.	

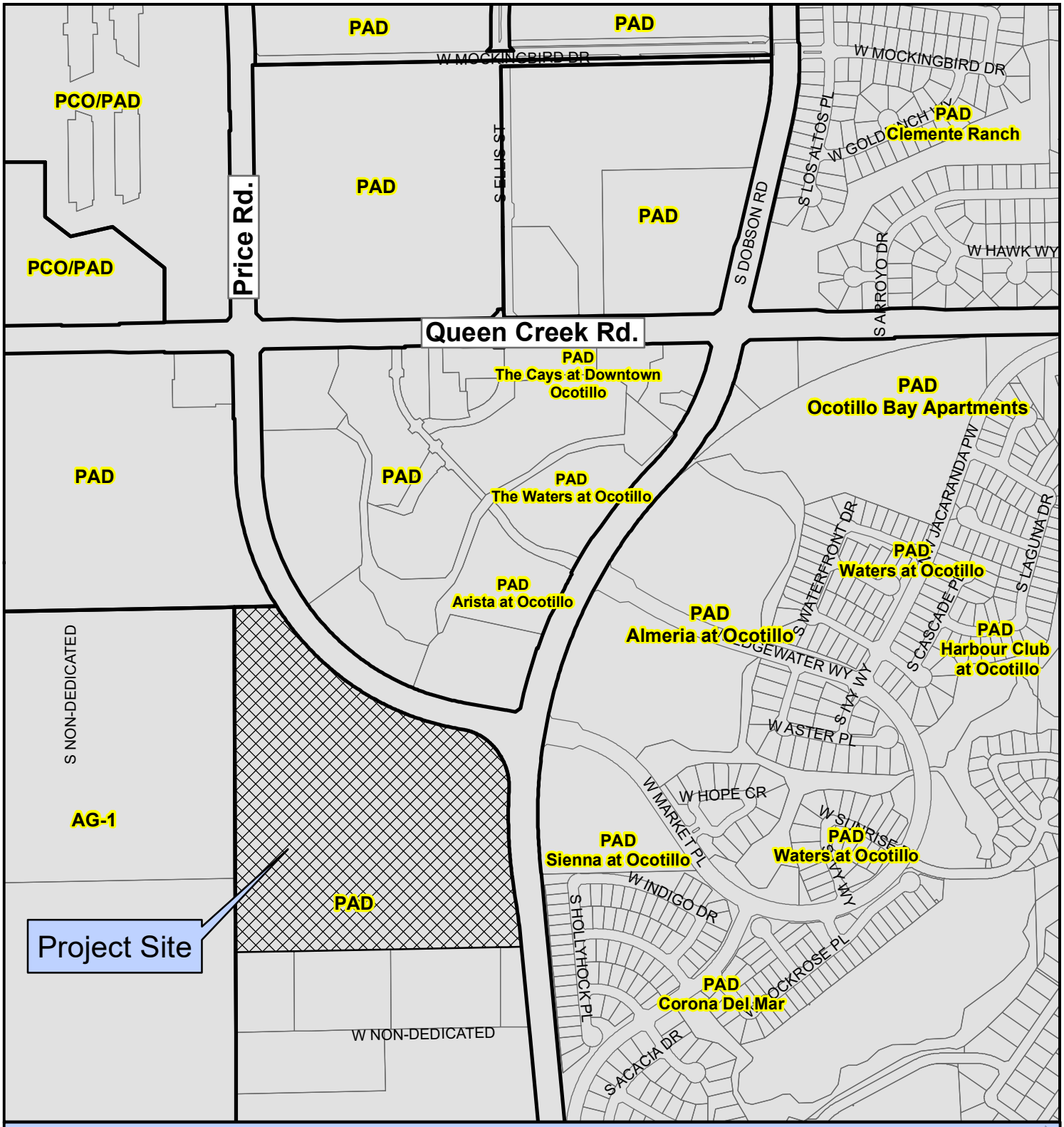
HUBBARD ENGINEERING
www.hubbardengineering.com
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	14°33'29"	417.97'	106.20'	N13°14'09"W 105.91'
C2	24°09'57"	505.92'	213.38'	N08°10'24"W 211.80'
C3	5°01'37"	785.00'	68.87'	N01°23'46"E 68.85'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41282
ADRIAN M.
BURCHAM
Date Signed 08/19/25
ARIZONA U.S.A.

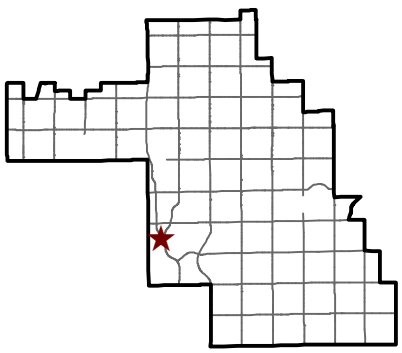
PRICE ROAD INNOVATION CAMPUS
DATA CENTER BOUNDARY
EXHIBIT "A"
City of Chandler, Maricopa County, Arizona

Project No. 24134	Date 08/19/25	Sht: 2 of 2
Project Manager ADRIAN BURCHAM	Project Eng.	



PLH24-0046 Price Road Innovation Campus

Proposed Project Details
3380 S. Price Rd.
Approximately 40 acres
Rezone from Planned Area Development (PAD) to PAD for a data center (approximately 422,877 sq. ft. and 85 feet in height) in addition to knowledge-intensive uses, advanced business services and ancillary commercial with a Mid-Rise Overlay up to 90 feet and Preliminary Development Plan approval for site layout and building architecture



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For more information visit:
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PLH24-0046 Price Road Innovation Campus

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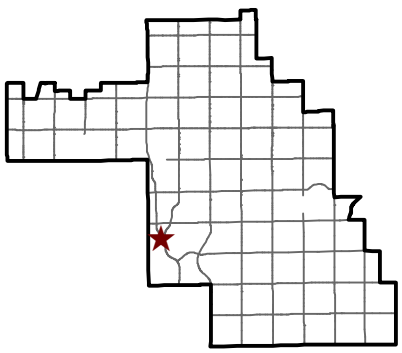

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Price Road Innovation Campus

Rezoning, Mid-Rise Overlay, and Preliminary Development Plan Request

Case No. PLH24-0046

2nd Submittal: August 2025

1st Submittal: December 2024



WITHEY MORRIS BAUGH

DEVELOPMENT TEAM

Developer:	**Active Infrastructure** Jeff Zygler 487 East Main Street, Suite 168 Mount Kisco, New York 10549
Applicant / Legal Representative:	**Withey Morris Baugh PLC** Adam Baugh / Stephanie Watney, AICP 2525 East Arizona Biltmore Circle Suite A-212 Phoenix, Arizona 85016
Architect:	**Butler Design Group** Korey Wilkes 5013 East Washington Street #100 Phoenix, Arizona 85034
Civil Engineer:	**Hubbard Engineering** Teagun S. Wolf 1201 S. Alma School Road, Suite 12000 Mesa, Arizona 85210

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I. PLANNED AREA DEVELOPMENT

A. Introduction and Project Overview

This application requests approval of a rezoning for the approximately 40-acre property located at 3380 South Price Road (the "Property") to Planned Area Development ("PAD") with a Mid-rise Overlay and an associated Preliminary Development Plan ("PDP"). This proposed PAD will allow for a mix of advanced technology driven uses, including artificial intelligence, advanced computing, tech, research and development business park, healthcare and bioscience, aviation and aerospace, office, information technology, and data center. **See *Tab A*, Aerial Map.** The Price Road Innovation Campus PAD/PDP is intended to provide a framework for development of the Property as a state-of-the-art critical infrastructure hub that fosters innovation by supporting emerging industries. Positioned within one of Chandler's premier employment corridors, this technology-focused campus is anticipated to ignite new opportunities for technological advancement and economic growth.

The Property was originally developed in the 1990's as a 330,000 square foot industrial tech development, which included and still includes dedicated data center space. Subsequently, an approximately 40,000 square foot addition was added to the Property around 1998. The Property was entitled as a user-driven manufacturing/industrial test facility for Space Data Corporation, which later became known as Orbital Sciences Corporation. Orbital Sciences Corporation ultimately relocated its campus to a different site along the Price Road corridor in 2019 after being acquired by Northrop Grumman in 2018. Since Orbital's relocation to a different campus along the Price Road corridor, the Property—which consists of an irregular geometry and a unique building layout that cannot be repurposed—has continued to deteriorate as it failed to attract any qualified tenants or quality users, despite a nationwide marketing campaign. This has resulted in the buildings not only aging without appropriate maintenance, but mechanical system failures and aging facilities that are inefficient and unsustainable.

Fortunately, the Property is ideally situated for meaningful redevelopment opportunities that are consistent with the City's economic development strategy and advance the City's position as a community of innovation.

<u>AI Data Center and Tech Campus</u>

AI will enable a wide range of new innovations in the physical world: autonomous drones, self-driving cars, robotics, and other inventions for which terminology does not yet exist. AI, robotics, and related technologies

create opportunities for novel capabilities in manufacturing and logistics, including ones with applications to defense and national security. This is consistent with "America's Action Plan" authored by the White House to promote and achieve international dominance in artificial intelligence.

Chandler is uniquely positioned to experience a new wave of economic growth through AI data centers, much like it became hub for high-tech manufacturing. Low energy costs, a favorable regulatory environment, and strategic infrastructure investments will allow the East Valley to become a magnet for hyperscale data centers and AI computing facilities. With growing demand for cloud services, artificial intelligence, and digital infrastructure, Chandler's combination of near-term power capacity, renewable energy potential, and access to fiber networks makes it a prime destination for next-generation digital industry growth. Beyond direct employment, these facilities drive demand for skilled labor, construction, renewable energy development, and ancillary services which will create a ripple effect across Chandler and East Valley communities.

AI Data centers are needed to support Arizona's leading industries that generate and support thousands of quality jobs that depend on this infrastructure. Arizona is poised to be a leader in tech and innovation growth as the AI revolution continues. By example, SoftBank's founder Masayoshi Son is exploring a $1 trillion industrial complex in Arizona to build robots and artificial intelligence. Recently Hadrian, an advanced manufacturing company building AI-powered factories for America, announced a large-scale manufacturing and software hub in the East Valley, representing a minimum $200 million investment that will create 350 new jobs in the region. Due to the sheer amount of data required to efficiently operate these highly automated factories, proximity to scalable data centers that meet a project's timeline is paramount in the site selection process. During the planning stage, fiber infrastructure is designed to the shortest distance (often scrutinized to eliminate extra feet) in order to maximize bandwidth to efficiently run rapid computations, AI automation for fabrication, manufacturing, and quality control, and other AI-dependent operations.

These types of facilities bolster domestic manufacturing for critical aerospace and defense systems, strengthening U.S. supply chains in support of national security. However, they desire co-location near data center facilities to support proprietary software platform, production autonomy and highly automated factories. This rapid, automation-driven approach enables resiliency, improves latency, and delivers mission-critical AI data storage and computation faster than traditional systems, while creating high-skill jobs for American workers.

This proposed redevelopment of the Property will attract new uses focusing on artificial intelligence, research and development, office, flex industrial, healthcare and bioscience, and information technology.

This PAD/PDP request is consistent with the established land development pattern in the area and is an appropriate land use for this vicinity. Further, this request will support the development of employment-related industries—either through a mix of users or under a single campus user model. Both scenarios ensure that future employment opportunities are provided, which is consistent with the City's vision for this area. The Price Road Innovation Campus PAD will contribute to the orderly growth of the City.

B. Relationship to Adjacent Properties

The area surrounding the Property consists of office condos and a sports court amenity to the north (across Price Road); single-family and multi-family residential to the east (across Dobson Road); the Chandler Public Safety Training Center and two City of Chandler potable water tanks to the south; and the Chandler Ocotillo Water Reclamation Plant to the west.

C. General Plan and Zoning

This request conforms to the City of Chandler General Plan which designates the Property for employment uses and within the South Price Road Corridor Growth Area. The Ocotillo Master Plan also designates the Property as "Employment", which conforms to the proposed use. As noted above, the Property is currently zoned Planned Area Development ("PAD") for an industrial campus use.

D. Permitted Uses

All uses permitted in the Planned Industrial (I-1) District of the Chandler Zoning Code; all general offices, including professional and administrative (but excluding medical/dental offices); research and development; tech-related business; manufacturing, fabrication and processing, entertainment and media production/post-production facilities, and data center. Restaurant uses may be permitted in buildings located adjacent to the lake.

II. Preliminary Development Plan

The PDP will establish the site and building standards for the Property. This document will set forth and establish a PDP and development standards for all future development within the Price Road Innovation Campus PAD.

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 (Maximum)	90’
Building Setbacks (Minimum) **Adjacent to Arterial Streets** **Side (South)** **Rear (West)**	 50’ 12’ 25’
Landscape Setbacks (Minimum) **Arterial Intersection** **Adjacent to Arterial Streets** **Side (South)** **Rear (West)**	 50’ for First 250’ from Intersection 20’ 12’ 12’
Parking	1,115 Spaces Provided, Including 12 EV Spaces

B. Site Layout and Design

Price Road Innovation Campus intends to provide opportunities for a wide and diverse spectrum of employment uses and high-quality jobs. Development and uses in this PAD will support research & development, technical, creative, data, advanced manufacturing, fabrication and processing, entertainment and media production/post-production and other technology-forward businesses. Low to moderate intensity industrial flex and office uses are also permissible. The requested development standards are intended to allow this Property the ability to bring together various types of uses in a cohesively planned campus setting.

The conceptual site plan (**Tab B**) for the Price Road Innovation Campus outlines a well-balanced development featuring six (6) buildings totaling nearly 696,874 square-feet of total building area on 40 acres. Building A, which is adjacent to the City's wastewater treatment facility along the western site boundary, has a ground level building footprint of approximately 140,959 square feet—occupying just 8% of the total site area—while delivering 422,877 square feet of building area across three stories. The verticality of Building A strategically facilitates a more efficient land use strategy over the balance of the Property by preserving the majority of the Property for additional high-value employment-generating development while also accommodating a switch station and utility area at the southwest corner of the Property, which is also adjacent to the City's wastewater treatment plant. The remaining campus square footage is distributed across five (5) flex buildings, offering versatility to accommodate a variety of users.

Building A, which is dedicated to a data center use, is purpose-built for the next generation of AI-driven compute workloads—marking a significant departure from traditional hyperscale designs like those used by legacy colocation operations. This campus is not a retrofit of older infrastructure but an engineered solution for high-density, high-efficiency AI computing from day one. Key differentiators include:

- Direct to chip cooling versus ambient environment cooling – historically, data halls have been cooled by forcing cold air through the server racks and then exhausting the hot air into the environment. Building A is designed to support direct to chip cooling where each server has coolant piping looped throughout the server, which improves heat rejection and maintains the processors at an acceptable temperature.
- Electrical distribution equipment throughout the building is designed to support a materially higher electrical demand per square foot then historical data centers
- Oversized structural design to provide increased floor, column and roof loads required to support additional equipment, plumbing and electrical and low voltage wiring. Additional structural upgrades may be utilized to support immersive cooling servers involving a dielectric solution that absorbs the heat from the equipment allowing denser racks.

In addition to the buildings, the Price Road Innovation Campus site plan maintains an established Ocotillo Community Association ("OCA") lake at the northeast corner of the Property, which is a part of a multi-faceted reclaimed-water-based system intended to primarily provide irrigation across the master-planned Ocotillo community. While the Property is obligated by the OCA to maintain the lake in accordance with its private agreements, the applicant is proposing to reduce the total surface area of the lake by approximately 5,274 square

feet in order to accommodate efficient site design and support the City's sustainability measures (See **Tab J**). OCA has provided its approval and a letter of support for this design and request.

The conceptual site plan is intended to show a possible configuration and building orientation of the total site area to be developed and does not represent specific future tenant(s), which may include a larger single user who desires a different building configuration. Additionally, second floor mezzanines may be offered inside buildings B-F to the extent parking is available on site. If additional parking is needed because of a larger employment use or expanding building size, a parking structure may be constructed in lieu of an interior building.

Circulation

Primary access will be provided from Price Road and Dobson Road utilizing the existing access drives where appropriate. The internal circulation of the site is designed to provide flexibility to support automotive, light truck, and tractor-trailer traffic to the parking and loading areas. The entire site allows for cross access to create a unified and flexible campus.

Pedestrian access will include all required walkways connecting to public streets, along with internal pathways to support connectivity for business users. Additional internal circulation routes have been incorporated to serve employee amenity spaces and enhance connectivity between campus buildings.

C. Architectural Design and Theme

The architecture for Price Road Innovation Campus will reflect a contemporary modern character. This is established through the use of clean edges and forms, with architectural accents that create an underlying common connection between the buildings while allowing opportunities for individual uses and identity. Styles may vary while maintaining some common threads, which create compatibility between buildings and land uses. The representative images are for illustration purposes only, intended to communicate a general level of quality and design vocabulary for future buildings within the Price Road Innovation Campus PAD**. See *Tab C,* Perspective Renderings.** Buildings will incorporate the following approved exterior façade materials:

- Architectural metal panels
- Architectural storefront and spandrel glazing
- Projecting metal window shades with painted finish
- Poured in place, tilt-up or precast concrete provided that surfaces be painted or have exposed aggregate finish (color and texture of exposed aggregate must be approved through the Design Review process).

- Integrally colored concrete block, smooth face and/or split-face block units.
- Any roof access ladders shall be located inside the building.

The conceptual building elevations include four-sided architecture and distinct design elements, such as strong architectural forms, colors and accent shading features, variations in building height, and building envelope articulation, which collectively provide for an enhanced visual interest and varied building massing and create distinctive points of entry for users. **See *Tab E,* Elevations.** Roof and ground mounted equipment, service areas, and utility terminations and devices will be screened from public view by building parapets, screen walls and other similar features. No portion of any roof mounted equipment shall be visible from the public right of way above the lowest wall's parapet. Grade level doors are provided on buildings C through F to provide direct vehicle access into the buildings, consistent with typical expectations for flex spaces.

Buildings shall incorporate architectural elements such as tinted storefront glass entries, elevated metal tenant entrance canopies, projecting painted metal window shades and concrete tilt panel construction with varying widths of architectural reveals and contrasting colors.

This PDP sets forth the architectural expectations for the project; however, future tenant-driven building elevations, landscape/civil drawings, site plans and other corresponding plans shall be required to be reviewed and approved by Staff and will not require a formal approval process.

Colors and Materials

The buildings will be constructed from site finished/painted concrete tilt walls with formed reveals and form-liner texture, aluminum storefronts with insulated glazing, and architectural metal siding for accent. At a minimum, a three (3) tier-colorization of the building facades, combined with accent color banding, will emphasize the various elements of the building façade, sites will have complementary color palettes to tie project developments together while maintaining their individual identity. Colors and light materials should be used to create visual harmony. **See *Tab F,* Colors and Materials Palette**.

D. Landscaping and Walls

Landscaping will be provided in accordance with the Zoning Ordinance, unless otherwise modified herein. **See *Tab D*, Conceptual Landscape Plan**. A major objective of the landscaping is to provide a well-planned landscape area along Price Road and at key project entryways. Landscaping along the project's street frontages

will be preserved where healthy trees exist. To the extent existing trees cannot be salvaged and/or maintained, then frontage landscaping will be replaced to address damaged/missing trees. Landscaping will ultimately be maintained per the attached landscape plan. The landscape design for the project includes strong masses of shrubs and groundcovers. The main project entry includes the retention of existing date palms to provide for an enhanced entry to the project.

The entries into the site shall be clearly identified as project entry points. The site entrances shall include increased and cohesive plant massing, themed plant species. Examples of landscape treatment in these areas may include palms, with shrub accent and groundcover plantings that add to site walls and directional signage.

“Soldier rows” of trees, and the massing of shrub material in the background will provide for a streetscape that emulates a formal streetscape design. Color, texture and massings will create visual interest for people and cars passing by. The plant palette along the streetscape is limited to only a "handful" of plant varieties to provide continuity with the streetscape. Yellow Bells, Winter Blaze, Baccharis Starn, Medicinal Aloe, Rosemary, Baja Ruellia and Yellow Dot groundcover are the prominent shrub and groundcover plantings in the landscape setback. Arterial tree sizes have been increased so that 50% of trees are 36” box size and 50% are 48” box size, creating an enhanced streetscape with more mature trees.

A 3-foot-tall decorative screen wall with bermed landscaping will screen the front parking area and vehicles. A formal and repetitive landscape will embellish the wall and provide the same design repetition and continuity provided in the wall design. The horizontal design of the wall allows landscaping on both sides so that the wall can be well integrated into the landscape.

The balance of the on-site landscape will consist of mature Evergreen Elm and Sissoo Trees in the parking lot planting areas to provide shade for cars and pedestrians. Islands are placed every twenty (20) parking spaces and planted with mature shade trees. Elm, Cascalote, Texas Mountain Laurel, Eucalyptus and Pine trees accent and soften building masses; and fast-growing Pistache and colorful Cascalote trees are placed along the entire perimeter. A pallet of flowering, low water use shrubs and groundcovers will complete the landscape.

Screen Walls, Theme Walls and Entry Monuments

A 3-foot-tall decorative masonry parking screen wall along Price Road shall be permitted within the required landscape setback. Screen walls along Price Road will complement the building architecture by incorporating similar details and material accents and providing appropriate articulation to the public street frontages. The

service area has been strategically located behind buildings, so that it is screened from view from Price Road. The design, materials and colors for all walls visible from public view will be uniform in appearance. The screen walls will be broken up by landscaping berms with shrubs and trees. **See *Tab G*, Site Details.**

E. Lighting

Decorative and custom color architectural lighting will be provided at each building entrance. General site light poles, building area lighting, and ingress/egress lighting will be finished similar to adjacent buildings/wall finishes.

F. Parking

Approximately 1,115 parking spaces, including programming for future EV Spaces and 38 ADA spaces are provided. This equates to a parking ratio of roughly four (4) parking spaces per 1,000 square feet of building area for the R&D/Flex/Office buildings, and 1 parking space per 9,000 square feet of building area for the data center use. The proposed parking exceeds the required flex parking ratio by almost double, which is intended to support higher levels of employment on-site. Second floor mezzanines may be offered inside buildings B-F, to the extent parking is available on site. If additional parking is needed because of a larger employment use or expanding building size, a parking structure may be constructed in lieu of an interior building.

G. Signage

Signage is conceptually proposed herein. Specifically, the envisioned signage may include two (2) tenant identification monument signs, and a project identification monument sign and/or public art feature. The tenant identification monument signs are proposed in existing locations, as depicted on the site plan. The proposed tenant monument signs are nine (9) feet tall from the bottom of the sign base to the top of the sign, and approximately 160 square feet in area inclusive of the raised planters that are engaged with the sign base. The tenant monument signs feature the project logo, which represents a globe with interconnectedness at the project intersection. The tenant monument signs have been thoughtfully designed to enhance site identity while complementing the overall architectural character of the development. The tenant monument signs are constructed primarily from concrete masonry units (CMU) that match the project's material palette, in order to convey a cohesive and durable aesthetic. The monument sign structure is topped with clean-lined break metal

caps, providing a refined finish and weather resistance. A key feature of the tenant monument sign design is its integration with the project's landscaping. Steel plate raised planters are incorporated at the base, flanked by symmetrical raised planters on each side, which contribute to a softened visual impact.

A project monument sign is also proposed at the northeast corner of the project, where Price Road and Dobson Road intersect. The project monument sign establishes a strong visual and project identity for the Property, as well as a sense of arrival. Constructed with concrete and integrated LED lighting, the monument sign is framed by a dynamic band of backlit linear elements that evoke the appearance of circuit paths or data flows—symbolizing innovation, technology, and forward-thinking design. The lighting is embedded directly into the wall structure, enhancing visibility and creating an engaging visual experience for both pedestrians and motorists. Set within a thoughtfully landscaped setting, including planter boxes that flank either side of the sign, the sign is surrounded by native and drought-tolerant plantings, offering a sustainable and welcoming environment. The integration of hardscape, softscape, and lighting underscores the site's commitment to design excellence and innovation. The project monument sign is 12-feet-tall from the top of the sign to the sign base, and consists of approximately 4,000 square feet of area.

Wall mounted project and tenant identification signage are also contemplated. Except as modified herein, all future tenant signage will comply with City of Chandler standards. The signage proposed herein complements the project architecture and provides for a sense of continuity through the use of colors and materials.

H. Phasing

As illustrated in Figure 2, the project will be executed in a phased manner to ensure orderly progress and create initial opportunities for a single-tenant user prior to constructing future speculative buildings. Following demolition of the existing on-site structures, it is anticipated that construction will commence with Building A and Building B in Phase 1 (**See Sheet SP-1A**). Delivering these buildings concurrently ensures a coordinated approach that supports the functional and operational integrity of the overall development. The balance of the site will be marketed to attract a single-tenant user who could occupy all (or a portion of) the

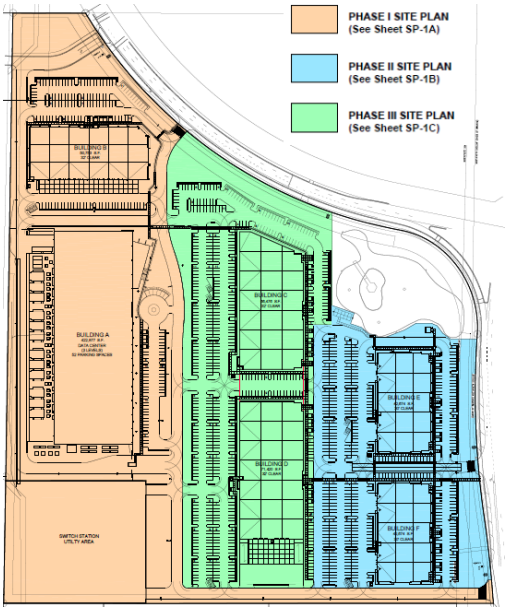

Figure 2 – Phasing Plan

remaining 19+/- acres. However, to encourage development of future buildings, the PAD sets forth an expectation that, at a minimum, Buildings E and F will obtain building permits within 12 months of the Certificate of Occupancy of the data center building (**See Sheet SP-1B**), and either Building C or D will obtain a building permit within 36 months of the Certificate of Occupancy of the data center (**See Sheet SP-1C**).

These milestones are intended to encourage steady advancement of the entire development and to maintain the project's momentum through successive phases. This phasing strategy reflects the applicant's commitment to delivering the project in a timely and coordinated manner while supporting the long-term planning goals of the City.

Notwithstanding the above phasing plan, the development sequence may be modified to respond to market demand if a single employment-based user seeks modifications to support its intended use. All needed off-site and on-site improvements will be constructed at the time each phase is developed. When a phase is developed, it will include necessary street improvements to provide proper access to a street/frontage road, water and sewer connections into the city system, on-site storm water retention, and perimeter streetscape improvements adjacent to the parcel.

III. Engineering

A. Grading and Drainage

Existing drainage on the site generally flows from north and east to the southwest corner of the site. The site will provide the required 100-yr, 2-hour retention via underground storage. The site will dissipate the retention storage volume within the required 36 hours via approved drywells. **See *Tab H,* Preliminary Grading and Drainage Plan**.

B. Water and Sewer

The Property is immediately bounded by public rights-of-way with existing public utilities within Price Road and Dobson Road. Preliminary water and sewer reports have been included that provide preliminary pipe sizes and connection locations for the buildings. Final water and sewer reports will determine the final pipe sizes and connection locations for all buildings during the permit process.

The fire system will be designed in accordance with City standards. The system will be looped with onsite private hydrants connected to a private hydrant line loop and a hydraulically separated onsite private fire line loop feeding to risers as needed for fire code for each building. The FDCs will be located at the backflow connection to the public water system along the adjacent rights of ways. Fire hydrants will be spaced in accordance with City standards.

IV. Summary

Price Road Innovation Campus PAD will redevelop an antiquated campus that has sat empty for over seven years, This PAD spurs new development for a mix of advanced technology driven uses, including artificial intelligence, advanced computing, tech research and business park, medical tech, flex industrial office space, and data center. This modern high-quality development will attract employers to the area and provide new building inventory for businesses and employers who will contribute to the economic vitality of the City. The project will generate a significant increase in incremental tax revenue to Chandler while creating hundreds of well-compensated job opportunities in a variety of in-demand industry sectors. This flexible project with a variety of building sizes and potential tenant spaces will accommodate a variety of businesses sizes and types to locate or expand their operations in this employment area. The proposed PAD/PDP conforms with and promotes the goals and objectives of the City of Chandler General Plan and South Price Road Corridor Growth Area. Price Road Innovation Campus PAD complements the Price Road Corridor and will provide significant employment opportunities for business and the City of Chandler.

TAB A



Site Aerial Map

WITHEY MORRIS BAUGH

https://www.wmbattorneys.com/

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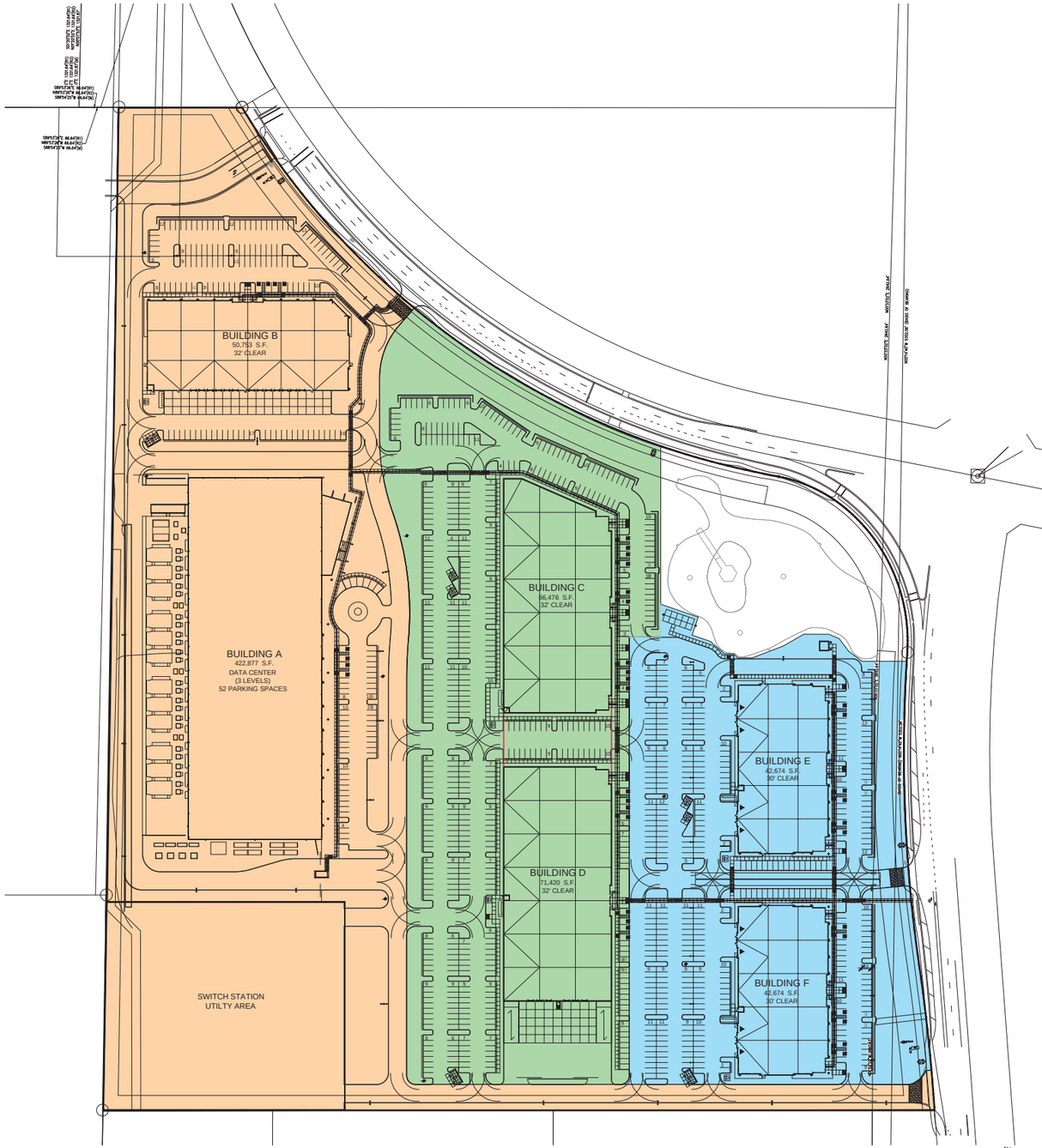
TAB B



PHASING SITE PLAN

0 50' 100' 200'

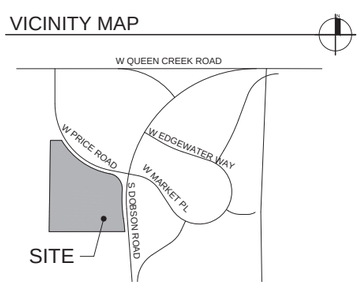
SCALE: 1" = 100'

PHASE I SITE PLAN
(See Sheet SP-1A)

PHASE II SITE PLAN
(See Sheet SP-1B)

PHASE III SITE PLAN
(See Sheet SP-1C)

VICINITY MAP



PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

ACTIVE INFRASTRUCTURE

REGISTERED ARCHITECT
CERTIFICATE NO.
49330
KOREY S. WILKES
07-21-25
ARIZONA, U.S.A.

Project No.: 24065_ST13

Issue Date: 07-21-2025

Title:

PHSP-1

Butler Design Group, Inc
architects & planners



SITE PLAN

0 50' 100' 200'

SCALE: 1" = 100'

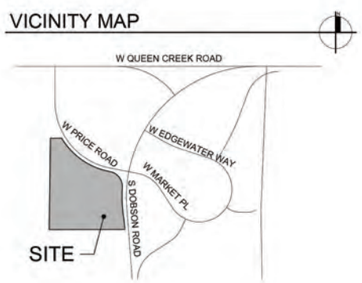
PROJECT DATA

ADDRESS:	3380 S. PRICE ROAD
ZONING:	PAD
APN#:	303-37-001U
NET SITE AREA:	±1,742,414 S.F. (40.0 AC.)
EXISTING BUILDING AREA:	+/- 369,000 S.F.
NEW BUILDING AREA:	
A - DATA CENTER (3 LEVELS)	422,877 S.F.
B - R&D / FLEX / OFFICE	50,753 S.F.
TOTAL NEW BUILDING AREA:	473,630 S.F.

* WITH AN ADDITIONAL 41 PARKING SPACES, MORE THAN REQUIRED, THIS SITE SUPPORTS UP TO 10,250 S.F. OF MEZZANINE AREA. THE 10,250 S.F. OF MEZZANINE AREA CAN BE DISPERSED THROUGHOUT BOTH BUILDINGS OR BE LOCATED ENTIRELY IN ONE BUILDING. ADDITIONAL MEZZANINE/2ND FLOOR CAN BE CONTEMPLATED BY ADDING A PARKING STRUCTURE.

BUILDING SETBACKS:		
FRONT:		50'-0" (ALONG ARTERIAL STREETS)
SIDE:		12'-0"
BACK:		25'-0"
LANDSCAPE SETBACKS:		
FRONT:		50'-0" (FOR FIRST 250' FROM INTERSECTION) 20'-0" (ALONG REST OF STREETS)
SIDE:		12'-0"
BACK:		12'-0"
BUILDING COVERAGE:		191,712 SF / 1,742,414 SF = 11.0%
PROPOSED BUILDING PARAPET HEIGHT:		
A - DATA CENTER (3 LEVELS)		85'-0"
B - R&D / FLEX / OFFICE		47'-0"
PARKING REQUIRED:		
DATA CENTER 1/9000 SF:	422,877 SF/9000 SF	47 SPACES
B - R&D / FLEX / OFFICE 4/1000 SF:	50,753 SF/250 SF	203 SPACES
TOTAL PARKING REQUIRED:		250 SPACES
PARKING PROVIDED:		
DATA CENTER:		52 SPACES
B - R&D / FLEX / OFFICE:		175 SPACES
TOTAL PARKING PROVIDED:		227 SPACES
ADA PARKING REQUIRED: (201 to 300 SPACES)		7 SPACES
ADA PARKING PROVIDED:		8 SPACES
EV PARKING PROVIDED:		4 SPACES
PARKING STALL DIMENSIONS:		
STANDARD:		9'X19' W/ 2.5' OH
ACCESSIBLE:		11'X19' W/ 2.5' OH

VICINITY MAP



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ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT CERTIFICATE NO. 49330 KOREY S. WILKES 07-14-25 ARIZONA, U.S.A.

Project No.: 24065_ST12
Issue Date: 07-14-2025
Title:

SP-1A

Butler Design Group, Inc
architects & planners

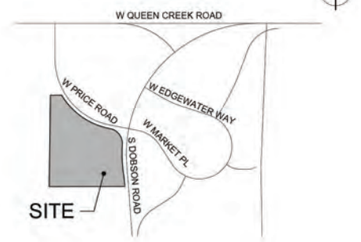


SITE PLAN

0 50' 100' 200'

SCALE: 1" = 100'

VICINITY MAP



PROJECT DATA

ADDRESS:	3380 S. PRICE ROAD
ZONING:	PAD
APN#:	303-37-001U
NET SITE AREA:	±1,742,414 S.F. (40.0 AC.)
EXISTING BUILDING AREA:	+/- 369,000 S.F.
NEW BUILDING AREA:	
A - DATA CENTER (3 LEVELS)	422,877 S.F.
B - R&D / FLEX / OFFICE	50,753 S.F.
E - R&D / FLEX / OFFICE	42,674 S.F.
F - R&D / FLEX / OFFICE	42,674 S.F.
TOTAL NEW BUILDING AREA:	558,978 S.F.

* WITH AN ADDITIONAL 250 PARKING SPACES, MORE THAN REQUIRED, THIS SITE SUPPORTS UP TO 125,000 S.F. OF MEZZANINE AREA. THE 125,000 S.F. OF MEZZANINE AREA CAN BE DISPERSED THROUGHOUT MULTIPLE BUILDINGS. ADDITIONAL MEZZAN NE/2ND FLOOR CAN BE CONTEMPLATED BY ADD NG A PARK NG STRUCTURE.

BUILDING SETBACKS:		
FRONT:		50'-0" (ALONG ARTERIAL STREETS)
SIDE:		12'-0"
BACK:		25'-0"
LANDSCAPE SETBACKS:		
FRONT:		50'-0" (FOR FIRST 250' FROM INTERSECTION) 20'-0" (ALONG REST OF STREETS)
SIDE:		12'-0"
BACK:		12'-0"
BUILDING COVERAGE:		226,307 SF / 1,742,414 SF = 13.0%
PROPOSED BUILDING PARAPET HEIGHT:		
A - DATA CENTER (3 LEVELS)		85'-0"
B - R&D / FLEX / OFFICE		47'-0"
E - R&D / FLEX / OFFICE		45'-0"
F - R&D / FLEX / OFFICE		45'-0"
PARKING REQUIRED:		
DATA CENTER 1/9000 SF:	422,877 SF/9000 SF	47 SPACES
R&D / FLEX / OFFICE 4/1000 SF:	136,101 SF/250 SF	545 SPACES
TOTAL PARKING REQUIRED:		592 SPACES
PARKING PROVIDED:		
DATA CENTER:		52 SPACES
R&D / FLEX / OFFICE:		556 SPACES
TOTAL PARKING PROVIDED:		608 SPACES
ADA PARKING REQUIRED: 2% of Total Required (.02 x 1,103)		14 SPACES
ADA PARKING PROVIDED:		20 SPACES
EV PARKING PROVIDED:		8 SPACES
PARKING STALL DIMENSIONS:		
STANDARD:		9'X19' W/ 2.5' OH
ACCESSIBLE:		11'X19' W/ 2.5' OH

PROJECT TEAM

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ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT CERTIFICATE NO. 49330 KOREY S. WILKES 07-14-25 ARIZONA, U.S.A.

Project No.: 24065_ST12

Issue Date: 07-14-2025

Title:

SP-1B

Butler Design Group, Inc
architects & planners

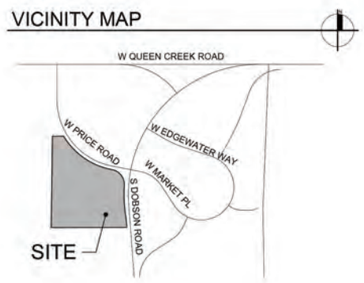


SITE PLAN

0 50' 100' 200'

SCALE: 1" = 100'

VICINITY MAP



PROJECT DATA

ADDRESS:		3380 S. PRICE ROAD
ZONING:		PAD
APN#:		303-37-001U
NET SITE AREA:		±1,742,414 S.F. (40.0 AC.)
EXISTING BUILDING AREA:		+/- 369,000 S.F.
NEW BUILDING AREA:		
A - DATA CENTER (3 LEVELS)		422,877 S.F.
B - R&D / FLEX / OFFICE		50,753 S.F.
C - R&D / FLEX / OFFICE		66,476 S.F.
D - R&D / FLEX / OFFICE		71,420 S.F.
E - R&D / FLEX / OFFICE		42,674 S.F.
F - R&D / FLEX / OFFICE		42,674 S.F.
TOTAL NEW BUILDING AREA:		696,874 S.F.

* WITH AN ADDITIONAL 520 PARK NG SPACES, MORE THAN REQUIRED, THIS SITE SUPPORTS UP TO 260,000 S.F. OF MEZZAN NE AREA. THE 260,000 S.F. OF MEZZAN NE AREA CAN BE DISPERSED THROUGHOUT MULTIPLE BUILDINGS. ADDITIONAL MEZZANINE/2ND FLOOR CAN BE CONTEMPLATED BY REPLACING BUILDING D WITH A PARKING STRUCTURE.

BUILDING SETBACKS:		
FRONT:		50'-0" (ALONG ARTERIAL STREETS)
SIDE:		12'-0"
BACK:		25'-0"
LANDSCAPE SETBACKS:		
FRONT:		50'-0" (FOR FIRST 250' FROM INTERSECTION) 20'-0" (ALONG REST OF STREETS)
SIDE:		12'-0"
BACK:		12'-0"
BUILDING COVERAGE:		414,956 SF / 1,742,414 SF = 23.8%
PROPOSED BUILDING PARAPET HEIGHT:		
A - DATA CENTER (3 LEVELS)		85'-0"
B - R&D / FLEX / OFFICE		47'-0"
C - R&D / FLEX / OFFICE		45'-0"
D - R&D / FLEX / OFFICE		45'-0"
E - R&D / FLEX / OFFICE		45'-0"
F - R&D / FLEX / OFFICE		45'-0"
PARKING REQUIRED:		
DATA CENTER 1/9000 SF:	422,877 SF/9000 SF	47 SPACES
R&D / FLEX / OFFICE 4/1000 SF:	273,997 SF/250 SF	1,096 SPACES
TOTAL PARKING REQUIRED:		1,143 SPACES
PARKING PROVIDED:		
DATA CENTER:		52 SPACES
R&D / FLEX / OFFICE:		1,100 SPACES
TOTAL PARKING PROVIDED:		1,152 SPACES
ADA PARKING REQUIRED: 20 + 1 for each 100		32 SPACES
ADA PARKING PROVIDED:		36 SPACES
EV PARKING PROVIDED:		12 SPACES
PARKING STALL DIMENSIONS:		
STANDARD:		9'X19' W/ 2.5' OH
ACCESSIBLE:		11'X19' W/ 2.5' OH

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ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT CERTIFICATE NO. 49330 KOREY S. WILKES 07-14-25 ARIZONA, U.S.A.

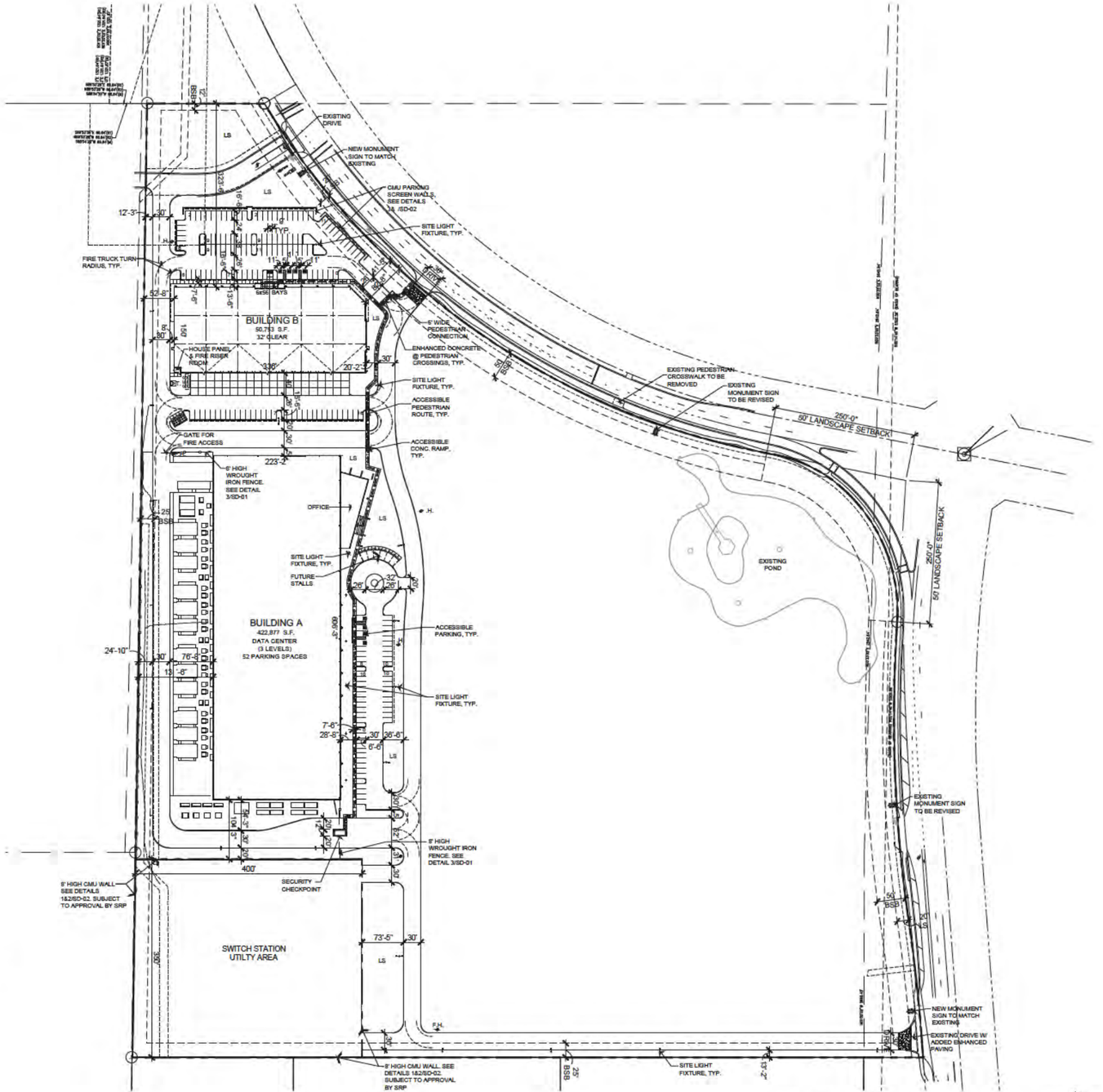
Project No.: 24065_ST13

Issue Date: 07-14-2025

Title:

SP-1C

Butler Design Group, Inc
architects & planners



SITE PLAN

SCALE: 1" = 100'

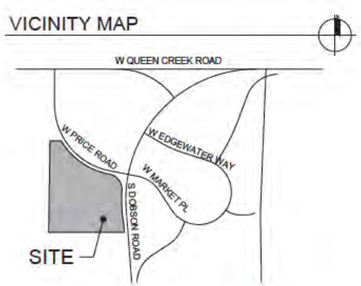
PROJECT DATA

ADDRESS:	3380 S. PRICE ROAD
ZONING:	PAD
APN#:	303-37-001U
NET SITE AREA:	±1,742,414 S F. (40.0 AC.)
EXIST NG BUILDING AREA:	+/- 369,000 S F.
NEW BUILDING AREA:	
A - DATA CENTER (3 LEVELS)	422,877 S F.
B - R&D / FLEX / OFFICE	50,753 S F.
TOTAL NEW BU LDING AREA:	473,630 S F.

* WITH AN ADDITIONAL 40 PARKING SPACES, MORE THAN REQUIRED, THIS SITE SUPPORTS UP TO 20,000 S.F. OF MEZZAN NE AREA. THE 20,000 S.F. OF MEZZAN NE AREA CAN BE DISPERSED THROUGHOUT BOTH BU LD NGS OR BE LOCATED ENTIRELY N ONE BUILDING. ADDITIONAL MEZZAN NE/2ND FLOOR CAN BE CONTEMPLATED BY ADDING A PARKING STRUCTURE.

BUILDING SETBACKS:		
FRONT:		50'-0" (ALONG ARTERIAL STREETS)
SIDE:		12'-0"
BACK:		25'-0"
LANDSCAPE SETBACKS:		
FRONT:		50'-0" (FOR F RST 250' FROM INTERSECTION) 20'-0" (ALONG REST OF STREETS)
SIDE:		12'-0"
BACK:		12'-0"
BUILDING COVERAGE:		191,712 SF / 1,742,414 SF = 11.0%
PROPOSED BUILDING PARAPET HEIGHT:		
A - DATA CENTER (3 LEVELS)		85'-0"
B - R&D / FLEX / OFFICE		47'-0"
PARKING REQU RED:		
DATA CENTER 1/9000 SF:	422,877 SF/9000 SF	47 SPACES
B - R&D / FLEX / OFFICE 2/1000 SF:	50,753 SF/500 SF	102 SPACES
TOTAL PARKING REQUIRED:		149 SPACES
PARKING PROVIDED:		
DATA CENTER:		52 SPACES
B - R&D / FLEX / OFFICE:		137 SPACES
TOTAL PARKING PROVIDED:		189 SPACES
ADA PARKING REQU RED: (151 to 200 SPACES)		6 SPACES
ADA PARKING PROVIDED:		8 SPACES
EV PARK NG PROV DED:		4 SPACES
PARKING STALL DIMENSIONS:		
STANDARD:		9'X19' W/ 2 5' OH
ACCESS BLE:		11'X19' W/ 2 5' OH

VICINITY MAP



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ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT CERTIFICATE NO. 49330 KOREY S. WILKES 07-21-25 ARIZONA, U.S.A.

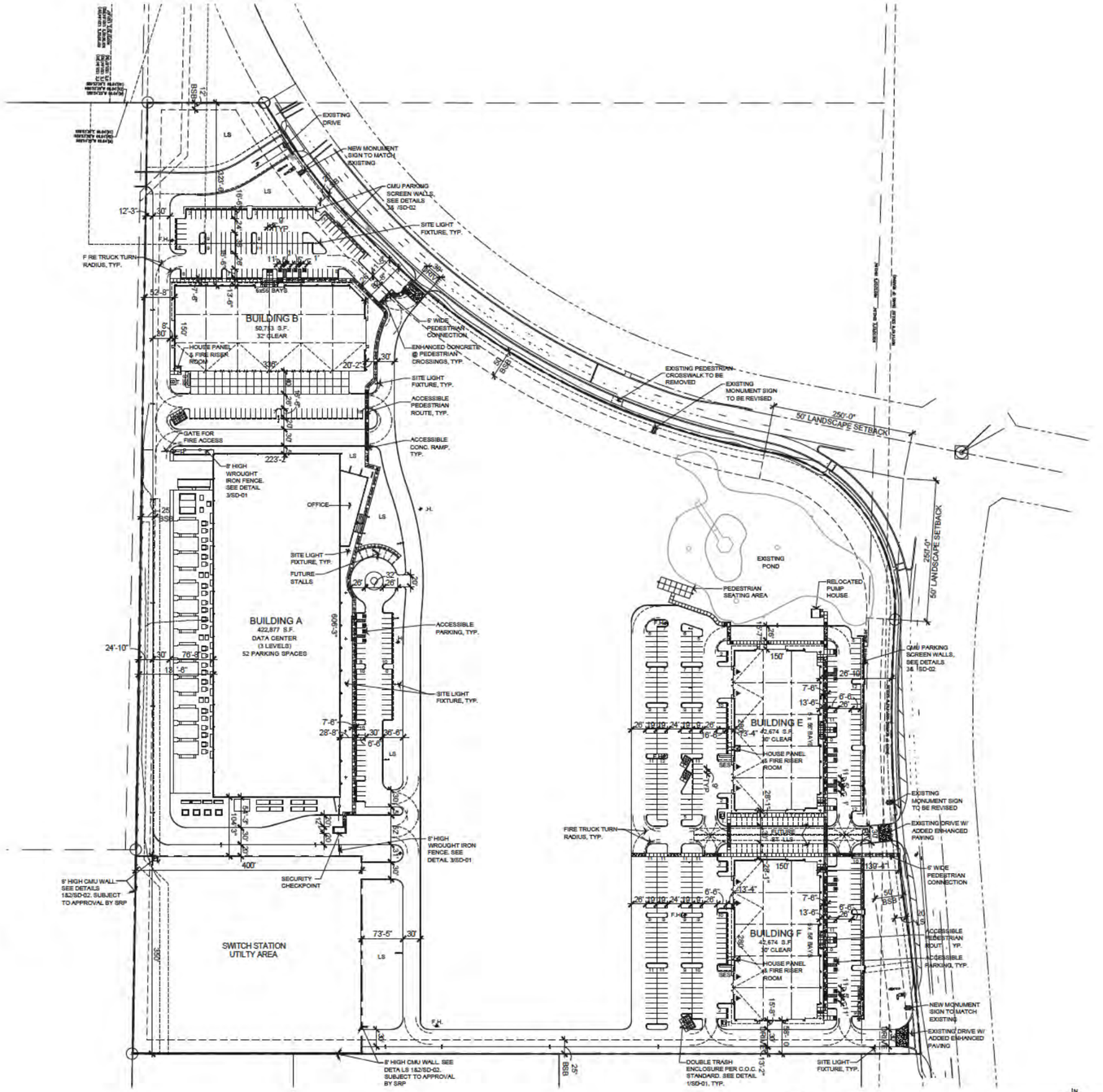
Project No.: 24065_ST13

Issue Date: 07-21-2025

Title

SP-1A

Butler Design Group, Inc
architects & planners

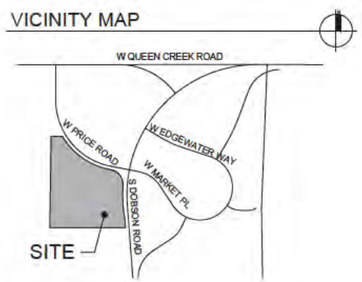


SITE PLAN

0 50' 100' 200'

SCALE: 1" = 100'

VICINITY MAP



PROJECT DATA

ADDRESS:	3380 S. PRICE ROAD
ZON NG:	PAD
APN#:	303-37-001U
NET SITE AREA:	±1,742,414 S F. (40.0 AC.)
EXIST NG BU LD NG AREA:	+/- 369,000 S F.
NEW BUILDING AREA:	
A - DATA CENTER (3 LEVELS)	422,877 S F.
B - R&D / FLEX / OFFICE	50,753 S F.
E - R&D / FLEX / OFFICE	42,674 S F.
F - R&D / FLEX / OFFICE	42,674 S F.
TOTAL NEW BU LD NG AREA:	558,978 S F.

* WITH AN ADDITIONAL 250 PARKING SPACES, MORE THAN REQUIRED, THIS SITE SUPPORTS UP TO 125,000 S F. OF MEZZANINE AREA. THE 125,000 S F. OF MEZZANINE AREA CAN BE DISPERSED THROUGHOUT MULT PLE BU LD NGS. ADDITIONAL MEZZAN NE/2ND FLOOR CAN BE CONTEMPLATED BY ADD NG A PARK NG STRUCTURE.

BUILDING SETBACKS:		
FRONT:		50'-0" (ALONG ARTERIAL STREETS)
SIDE:		12'-0"
BACK:		25'-0"
LANDSCAPE SETBACKS:		
FRONT:		50'-0" (FOR F RST 250' FROM INTERSECTION) 20'-0" (ALONG REST OF STREETS)
SIDE:		12'-0"
BACK:		12'-0"
BUILDING COVERAGE:		226,307 SF / 1,742,414 SF = 13.0%
PROPOSED BUILDING PARAPET HEIGHT:		
A - DATA CENTER (3 LEVELS)		85'-0"
B - R&D / FLEX / OFFICE		47'-0"
E - R&D / FLEX / OFFICE		45'-0"
F - R&D / FLEX / OFFICE		45'-0"
PARKING REQU RED:		
DATA CENTER 1/9000 SF:	422,877 SF/9000 SF	47 SPACES
R&D / FLEX / OFFICE 2/1000 SF:	136,101 SF/500 SF	273 SPACES
TOTAL PARKING REQU RED:		320 SPACES
PARKING PROVIDED:		
DATA CENTER:		52 SPACES
R&D / FLEX / OFFICE:		518 SPACES
TOTAL PARKING PROVIDED:		570 SPACES
ADA PARKING REQU RED: 2% of Total Required (.02 x 608)		12 SPACES
ADA PARKING PROV DED:		20 SPACES
EV PARK NG PROVIDED:		8 SPACES
PARKING STALL DIMENSIONS:		
STANDARD:		9'X19' W/ 2 5' OH
ACCESS BLE:		11'X19' W/ 2 5' OH

PROJECT TEAM

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ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT CERTIFICATE NO 49310 KOREY S. WILKES 07-21-25 ARIZONA, U.S.A.

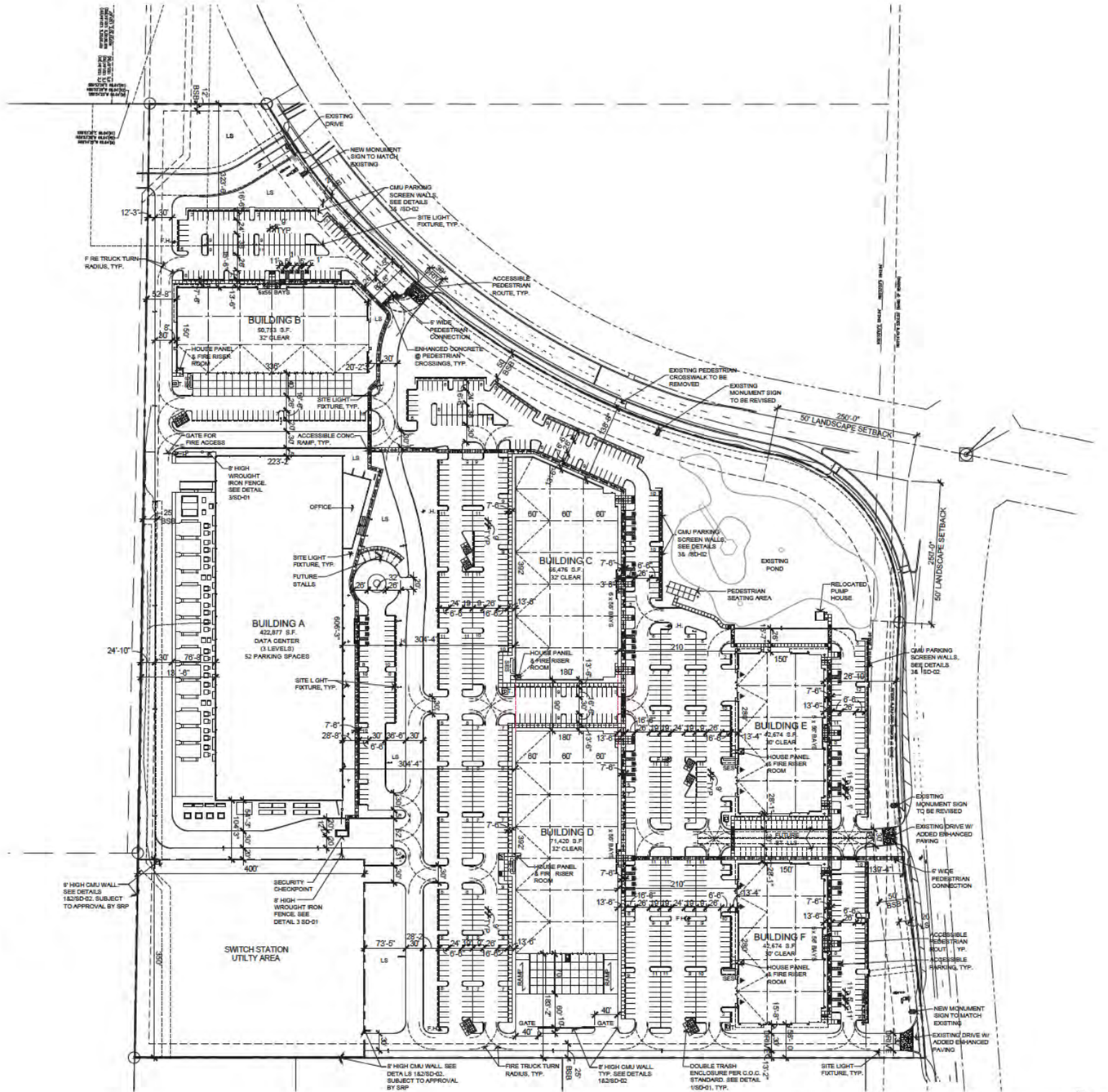
Project No.: 24065_ST13

Issue Date: 07-21-2025

Title

SP-1B

Butler Design Group, Inc
architects & planners

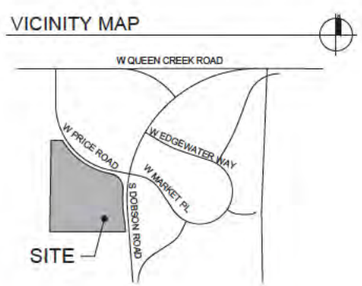


SITE PLAN

0 50' 100' 200'

SCALE: 1" = 100'

VICINITY MAP



PROJECT DATA

ADDRESS:	3380 S. PRICE ROAD
ZON NG:	PAD
APN#:	303-37-001U
NET SITE AREA:	±1,742,414 S F. (40.0 AC.)
EXIST NG BU LD NG AREA:	+/- 369,000 S F.
NEW BUILDING AREA:	
A - DATA CENTER (3 LEVELS)	422,877 S F.
B - R&D / FLEX / OFFICE	50,753 S F.
C - R&D / FLEX / OFFICE	66,476 S F.
D - R&D / FLEX / OFFICE	71,420 S F.
E - R&D / FLEX / OFFICE	42,674 S F.
F - R&D / FLEX / OFFICE	42,674 S F.
TOTAL NEW BU LD NG AREA:	696,874 S F.

* WITH AN ADDITIONAL 520 PARKING SPACES, MORE THAN REQUIRED, THIS SITE SUPPORTS UP TO 260,000 S F. OF MEZZANINE AREA. THE 260,000 S F. OF MEZZANINE AREA CAN BE DISPERSED THROUGHOUT MULT PLE BU LD NGS. ADDITIONAL MEZZAN NE/2ND FLOOR CAN BE CONTEMPLATED BY REPLAC NG BU LD NG D WITH A PARK NG STRUCTURE.

BUILDING SETBACKS:		
FRONT:		50'-0" (ALONG ARTERIAL STREETS)
SIDE:		12'-0"
BACK:		25'-0"
LANDSCAPE SETBACKS:		
FRONT:		50'-0" (FOR F RST 250' FROM INTERSECTION) 20'-0" (ALONG REST OF STREETS)
SIDE:		12'-0"
BACK:		12'-0"
BUILDING COVERAGE:		414,956 SF / 1,742,414 SF = 23.8%
PROPOSED BUILDING PARAPET HEIGHT:		
A - DATA CENTER (3 LEVELS)		85'-0"
B - R&D / FLEX / OFFICE		47'-0"
C - R&D / FLEX / OFFICE		45'-0"
D - R&D / FLEX / OFFICE		45'-0"
E - R&D / FLEX / OFFICE		45'-0"
F - R&D / FLEX / OFFICE		45'-0"
PARKING REQU RED:		
DATA CENTER 1/9000 SF:	422,877 SF/9000 SF	47 SPACES
R&D / FLEX / OFFICE 2/1000 SF:	273,997 SF/500 SF	548 SPACES
TOTAL PARKING REQU RED:		595 SPACES
PARKING PROVIDED:		
DATA CENTER:		52 SPACES
R&D / FLEX / OFFICE:		1,063 SPACES
TOTAL PARK NG PROV DED:		1,115 SPACES
ADA PARKING REQU RED: 20 + 1 for each 100		32 SPACES
ADA PARKING PROV DED:		38 SPACES
EV PARK NG PROVIDED:		12 SPACES
PARKING STALL DIMENSIONS:		
STANDARD:		9'X19' W/ 2 5' OH
ACCESS BLE:		11'X19' W/ 2 5' OH

PROJECT TEAM

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ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT CERTIFICATE NO. 49310 KOREY S. WILKES 07-21-25 STATE OF ARIZONA U.S.A.

Project No.: 24065_ST13

Issue Date: 07-21-2025

Title

SP-1C

Butler Design Group, Inc
architects & planners

TAB C





ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT
49330
KOREY S. WILKES
07/21/2025
ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 07/21/2025

Title:

3D VIEWS

Butler Design Group, Inc
architects & planners



ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT
49330
KOREY S. WILKES
07/21/2025
ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 07/21/2025

Title:

3D VIEWS

Butler Design Group, Inc
architects & planners

TAB D



PROJECT DATA

ADDRESS:	3380 S. PRICE ROAD
ZON NG:	PAD
APN#:	303-37-001U
NET SITE AREA:	±1,742,414 S F. (40.0 AC.)
EXIST NG BU LD NG AREA:	+/- 369,000 S F.
NEW BUILDING AREA:	
A - DATA CENTER (3 LEVELS)	422,877 S F.
B - R&D / FLEX / OFFICE	50,753 S F.
TOTAL NEW BU LD NG AREA:	473,630 S F.

* WITH AN ADDITIONAL 40 PARKING SPACES, MORE THAN REQU RED, THIS SITE SUPPORTS UP TO 20,000 S.F. OF MEZZANINE AREA. THE 20,000 S.F. OF MEZZANINE AREA CAN BE DISPERSED THROUGHOUT BOTH BUILDINGS OR BE LOCATED ENT RELY IN ONE BU LD NG. ADDITIONAL MEZZANINE/2ND FLOOR CAN BE CONTEMPLATED BY ADDING A PARKING STRUCTURE.

BUILDING SETBACKS:		
FRONT:		50'-0" (ALONG ARTERIAL STREETS)
SIDE:		12'-0"
BACK:		25'-0"
LANDSCAPE SETBACKS:		
FRONT:		50'-0" (FOR F RST 250' FROM INTERSECTION) 20'-0" (ALONG REST OF STREETS)
SIDE:		12'-0"
BACK:		12'-0"
BUILDING COVERAGE:		191,712 SF / 1,742,414 SF = 11.0%
PROPOSED BUILDING PARAPET HEIGHT:		
A - DATA CENTER (3 LEVELS)		85'-0"
B - R&D / FLEX / OFFICE		47'-0"
PARKING REQU RED:		
DATA CENTER 1/9000 SF:	422,877 SF/9000 SF	47 SPACES
B - R&D / FLEX / OFFICE 2/1000 SF:	50,753 SF/500 SF	102 SPACES
TOTAL PARKING REQU RED:		149 SPACES
PARKING PROVIDED:		
DATA CENTER:		52 SPACES
B - R&D / FLEX / OFFICE:		137 SPACES
TOTAL PARKING PROVIDED:		189 SPACES
ADA PARKING REQU RED: (151 to 200 SPACES)		6 SPACES
ADA PARKING PROV DED:		8 SPACES
EV PARK NG PROVIDED:		4 SPACES
PARKING STALL DIMENSIONS:		
STANDARD:		9'X19' W/ 2 5' OH
ACCESS BLE:		11'X19' W/ 2 5' OH

PROJECT TEAM

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LANDSCAPE LEGEND

ALL TREES TO EXCEED ARIZONA NURSERYMAN ASSOCIATION SPECIFICATIONS FOR MINIMUM RECOMMENDED SIZE.
U.O.N. INDICATES UNLESS OTHERWISE NOTED

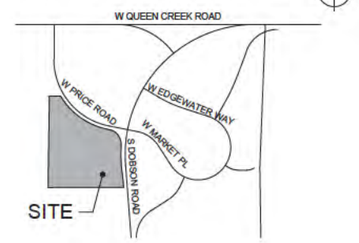
TREES	Size
Brahea armata Mexican Blue Palm	15 Gallon
Ulmus Parv flora Evergreen Elm	Standard 24" box
Washingtonia filifera Hybrid Fan Palm	14' TR FT Straight , Skinned , Matching
Olea europaea " Wilsonii" Wilson's Fruitless O live	Mu ti-Trunk 36" Box
Thevetia peruviana Yellow Oleander Standard	Standard 24" box
Pistache atlantica " Red Push" Red Push Pistache	Standard 24" box
Quercus Virginiana Live Oak	Standard 24" box
Eucalyptus papuana Ghost Gum	Standard 24" box
Pinus eldarica Mondel Pine	Standard 24" box
Dalbergia sissoo Sissoo	Standard 24" box

SHRUBS	Size
Tecoma stans Yellow Bells	5 Gallon
Tecoma stans Orange Jubilee	5 Gallon
Cassia nemophila Green Cassia	5 Gallon
Eremophila species Valentine Bush	5 Gallon
Leucophyllum Frutescens 'compacta' Compact Texas Ranger	5 Gallon
Ruellia Brittoniana Ruellia	5 Gallon
Carissa macrocarpa Natal Plum	5 Gallon
Carissa Grandiflora "Tuttiei" Tuttles Natal Plum	5 Gallon
Muhlenbergia capillaris Regal Mist	5 Gallon
Callistemon Citrinus 'Little John'	5 Gallon
Eremophila hygrophana Blue Be ls	5 Gallon
Nerium Oleander 'Petite Pink' Pet te Pink	5 Gallon
Tecoma X Sparkly	5 Gallon

GROUNDCOVERS	Size
Rosmarinus officinalis Trailing Rosemary	1 Ga lon
Lantana X New Gold / Dallas Red	1 Ga lon Used at Building Entries
Ruellia simplex Mexican Blue Bells	5 Ga lon
Turf Mid-Iron Hybrid Bermuda Sod	
4" x 6" Concrete Header	
Decomposed Granite Rock Proe Autumn" , 3/4" Screened 2" min thickness in all non turf areas. Match existing, subm t sample	
Granite rip rap - Hand placed 6" to 9" color to match D.G. submit sample to L.A. (place at all curb cuts to control erosion, see civil plans)	

NOTE 2/3 of each stone must be embedded in grout material. max. of 5% visible grout area

VICINITY MAP



OPTION A LANDSCAPE PLAN

SCALE: 1" = 80'

TYPE:
CONCRETE POT SCHEDULE
COLOR - TAN

ID# CO18
PLANT MATERIAL PER POT:
1 - MED FAN PALM - 15 GALLON
3 - ELEPHANT FOOD - 5 GALLON / EVENLY SPACED
TOP DRESS WITH DG

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

ACTIVE INFRASTRUCTURE

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 20088 HARDY A. LASKIN ARIZONA U.S.A.

LASKIN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
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Project No.: 24065_ST13
Issue Date: 07-21-2025
Title PRELIMINARY LANDSCAPE SITE PLAN

PLA.01A

Butler Design Group, Inc
architects & planners



PROJECT DATA

ADDRESS:	3380 S. PRICE ROAD
ZON NG:	PAD
APN#:	303-37-001U
NET SITE AREA:	±1,742,414 S F. (40.0 AC.)
EXIST NG BU LD NG AREA:	+/- 369,000 S.F.
NEW BUILDING AREA:	
A - DATA CENTER (3 LEVELS)	422,877 S F.
B - R&D / FLEX / OFFICE	50,753 S F.
E - R&D / FLEX / OFFICE	42,674 S F.
F - R&D / FLEX / OFFICE	42,674 S F.
TOTAL NEW BU LD NG AREA:	558,978 S F.

* WITH AN ADDITIONAL 250 PARK NG SPACES, MORE THAN REQUIRED, THIS SITE SUPPORTS UP TO 125,000 S.F. OF MEZZAN NE AREA. THE 125,000 S.F. OF MEZZANINE AREA CAN BE DISPERSED THROUGHOUT MULTIPLE BUILDINGS. ADDITIONAL MEZZANINE/2ND FLOOR CAN BE CONTEMPLATED BY ADDING A PARKING STRUCTURE.

BUILDING SETBACKS:		
FRONT:		50'-0" (ALONG ARTERIAL STREETS)
SIDE:		12'-0"
BACK:		25'-0"
LANDSCAPE SETBACKS:		
FRONT:		50'-0" (FOR F RST 250' FROM INTERSECTION) 20'-0" (ALONG REST OF STREETS)
SIDE:		12'-0"
BACK:		12'-0"
BUILDING COVERAGE:		226,307 SF / 1,742,414 SF = 13 0%
PROPOSED BUILDING PARAPET HEIGHT:		
A - DATA CENTER (3 LEVELS)		85'-0"
B - R&D / FLEX / OFFICE		47'-0"
E - R&D / FLEX / OFFICE		45'-0"
F - R&D / FLEX / OFFICE		45'-0"
PARKING REQU RED:		
DATA CENTER 1/9000 SF:	422,877 SF/9000 SF	47 SPACES
R&D / FLEX / OFFICE 2/1000 SF:	136 101 SF/500 SF	273 SPACES
TOTAL PARKING REQU RED:		320 SPACES
PARKING PROVIDED:		
DATA CENTER:		52 SPACES
R&D / FLEX / OFFICE:		518 SPACES
TOTAL PARKING PROVIDED:		570 SPACES
ADA PARKING REQUIRED: 2% of Total Required (02 x 608)		12 SPACES
ADA PARKING PROV DED:		20 SPACES
EV PARK NG PROVIDED:		8 SPACES
PARKING STALL DIMENSIONS:		
STANDARD:		9'X19' W/ 2.5' OH
ACCESSIBLE:		11'X19' W/ 2 5' OH

PROJECT TEAM

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LANDSCAPE LEGEND

ALL TREES TO EXCEED ARIZONA NURSERYMAN ASSOCIATION SPECIFICATIONS FOR MINIMUM RECOMMENDED SIZE.

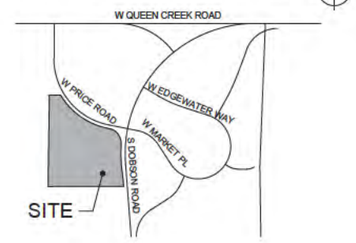
U.O.N. INDICATES UNLESS OTHERWISE NOTED

TREES	Size
Brahea armata Mexican Blue Palm	15 Gallon
Ulmus Parv flora Evergreen Elm	Standard 24" box
Washingtonia filifera Hybrid Fan Palm	14' TR FT Straight , Skinned , Matching
Olea europaea " Wilsonii" Wilson's Fruitless O live	Mu ti-Trunk 36" Box
Thevetia peruviana Yellow Oleander Standard	Standard 24" box
Pistache atlantica " Red Push" Red Push Pistache	Standard 24" box
Quercus Virginiana Live Oak	Standard 24" box
Eucalyptus papuana Ghost Gum	Standard 24" box
Pinus eldarica Mondel Pine	Standard 24" box
Dalbergia sissoo Sissoo	Standard 24" box

SHRUBS	Size
Tecoma stans Yellow Bells	5 Gallon
Tecoma stans Orange Jubilee	5 Gallon
Cassia nemophila Green Cassia	5 Gallon
Eremophila species Valentine Bush	5 Gallon
Leucophyllum Frutescens 'compacta' Compact Texas Ranger	5 Gallon
Ruellia Brittoniana Ruellia	5 Gallon
Carissa macrocarpa Natal Plum	5 Gallon
Carissa Grandiflora "Tuttiei" Tuttles Natal Plum	5 Gallon
Muhlenbergia capillaris Regal Mist	5 Gallon
Callistemon Citrinus 'Little John'	5 Gallon
Eremophila hygrophana Blue Be ls	5 Gallon
Nerium Oleander 'Petite Pink' Pet te Pink	5 Gallon
Tecoma X Sparkly	5 Gallon

GROUNDCOVERS	Size
Rosmarinus officinalis Trailing Rosemary	1 Ga lon
Lantana X New Gold / Dallas Red	1 Ga lon Used at Building Entries
Ruellia simplex Mexican Blue Bells	5 Ga lon
Turf Mid-Iron Hybrid Bermuda Sod	
4" x 6" Concrete Header	
Decomposed Granite Rock Pros Autumn" , 3/4" Screened 2" min thickness in all non turf areas. Match existing, subm t sample	
Granite rip rap - Hand placed 6" to 9" color to match D.G. submit sample to L.A. (place at all curb cuts to control erosion, see civil plans)	
NOTE 2/3 of each stone must be embedded in grout material. max. of 5% visible grout area	

VICINITY MAP



OPTION B LANDSCAPE PLAN

0 40' 80' 160'

SCALE: 1" = 80'

CONCRETE POT SCHEDULE

TYPE:
ARIZONA POTTERY
WS 4816 DEEP WOK POT
COLOR - TAN
ID# CO18

PLANT MATERIAL PER POT:
1 - MED FAN PALM - 15 GALLON
3 - ELEPHANT FOOD - 5 GALLON / EVENLY SPACED
TOP DRESS WITH DG

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

ACTIVE INFRASTRUCTURE

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 20088 HARDY A. LASKIN ARIZONA USA

LASKIN & ASSOCIATES, INC.
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www.laskindesign.com

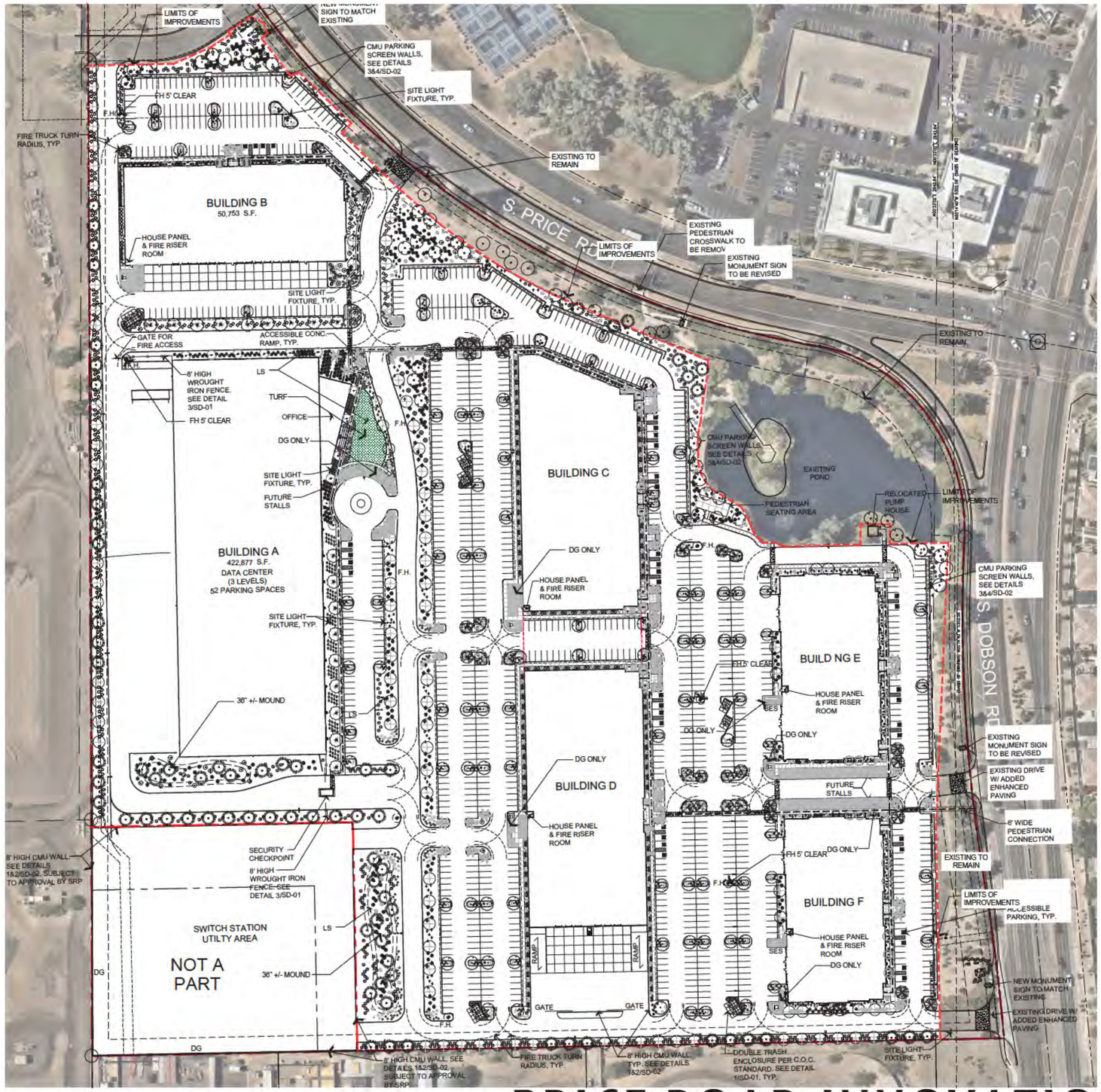
Project No.: 24065_ST13

Issue Date: 07-21-2025

Title PRELIMINARY LANDSCAPE SITE PLAN

PLA.01B

Butler Design Group, Inc
architects & planners



PROJECT DATA

ADDRESS:	3380 S. PRICE ROAD
ZONING:	PAD
APN#:	303-37-001U
NET SITE AREA:	±1,742,414 S.F. (40 0 AC.)
EXISTING BUILDING AREA:	+/- 369,000 S.F.
NEW BU LD NG AREA:	
A - DATA CENTER (3 LEVELS)	422,877 S.F.
B - R&D / FLEX / OFFICE	50,753 S.F.
C - R&D / FLEX / OFFICE	66,476 S.F.
D - R&D / FLEX / OFFICE	71,420 S.F.
E - R&D / FLEX / OFFICE	42,674 S.F.
F - R&D / FLEX / OFFICE	42,674 S.F.
TOTAL NEW BUILDING AREA:	696,874 S.F.

* WITH AN ADDITIONAL 520 PARK NG SPACES, MORE THAN REQUIRED, THIS SITE SUPPORTS UP TO 260,000 S.F. OF MEZZAN NE AREA. THE 260,000 S.F. OF MEZZANINE AREA CAN BE DISPERSED THROUGHOUT MULTIPLE BUILDINGS. ADDITIONAL MEZZANINE/2ND FLOOR CAN BE CONTEMPLATED BY REPLACING BUILDING D WITH A PARKING STRUCTURE.

BU LD NG SETBACKS:		
FRONT:		50'-0" (ALONG ARTERIAL STREETS)
S DE:		12'-0"
BACK:		25'-0"
LANDSCAPE SETBACKS:		
FRONT:		50'-0" (FOR FIRST 250' FROM INTERSECTION) 20'-0" (ALONG REST OF STREETS)
S DE:		12'-0"
BACK:		12'-0"
BU LD NG COVERAGE:		414,956 SF / 1,742,414 SF = 23.8%
PROPOSED BUILD NG PARAPET HEIGHT:		
A - DATA CENTER (3 LEVELS)		85'-0"
B - R&D / FLEX / OFFICE		47'-0"
C - R&D / FLEX / OFFICE		45'-0"
D - R&D / FLEX / OFFICE		45'-0"
E - R&D / FLEX / OFFICE		45'-0"
F - R&D / FLEX / OFFICE		45'-0"
PARK NG REQUIRED:		
DATA CENTER 1/9000 SF:	422,877 SF/9000 SF	47 SPACES
R&D / FLEX / OFFICE 2/1000 SF:	273 997 SF/500 SF	548 SPACES
TOTAL PARK NG REQUIRED:		595 SPACES
PARK NG PROVIDED:		
DATA CENTER:		52 SPACES
R&D / FLEX / OFFICE:		1,063 SPACES
TOTAL PARKING PROVIDED:		1,115 SPACES
ADA PARKING REQUIRED: 20 + 1 for each 100		32 SPACES
ADA PARKING PROVIDED:		38 SPACES
EV PARKING PROV DED:		12 SPACES
PARK NG STALL DIMENSIONS:		
STANDARD:		9'X19' W/ 2.5' OH
ACCESSIBLE:		11'X19' W/ 2.5' OH

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LANDSCAPE LEGEND

ALL TREES TO EXCEED ARIZONA NURSERYMAN ASSOCIATION SPECIFICATIONS FOR MINIMUM RECOMMENDED SIZE.
U.O.N. INDICATES UNLESS OTHERWISE NOTED

TREES	Size
Brahea armata Mexican Blue Palm	15 Gallon
Ulmus Parv ifora Evergreen Elm	Standard 24" box
Washingtonia filifera Hyprid Fan Palm	14' TR FT Straight , Skinned , Matching
Olea europaea " Wilsonii" Wilson's Fruitless Olive	Mu ti-Trunk 36" Box
Thevetia peruviana Yellow Oleander Standard	Standard 24" box
Pistache atlantica " Red Push" Red Push Pistache	Standard 24" box
Quercus Virginiana Live Oak	Standard 24" box
Eucalyptus papuana Ghost Gum	Standard 24" box
Pinus eldarica Mondel Pine	Standard 24" box
Dalbergia sissoo Sissoo	Standard 24" box

SHRUBS	Size
Tecoma stans Yellow Bells	5 Gallon
Tecoma stans Orange Jubilee	5 Gallon
Cassia nemophila Green Cassia	5 Gallon
Eremophila species Valentine Bush	5 Gallon
Leucophyllum Frutescens 'compacta' Compact Texas Ranger	5 Gallon
Ruellia Brittoniana Ruellia	5 Gallon
Carissa macrocarpa Natal Plum	5 Gallon
Carissa Grandiflora "Tuttiei" Tuttles Natal Plum	5 Gallon
Muhlenbergia capillaris Regal Mist	5 Gallon
Callistemon Citrinus 'Little John'	5 Gallon
Eremophila hygrophana Blue Be ls	5 Gallon
Nerium Oleander 'Petite Pink' Pet te Pink	5 Gallon
Tecoma X Sparky	5 Gallon

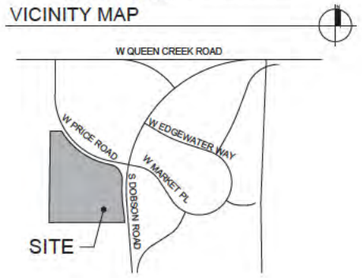
GROUNDCOVERS	Size
Rosmarinus officinalis Trailing Rosemary	1 Ga lon
Lantana X New Gold / Dallas Red	1 Ga lon Used at Building Entries
Ruellia simplex Mexican Blue Bells	5 Ga lon

Turf Mid-Iron
Hybrid Bermuda Sod

4" x 6" Concrete Header

Decomposed Granite Rock Pros Autumn" , 3/4" Screened
2" min thickness in all non turf areas. Match existing, subm t sample
Granite rip rap - Hand placed 6" to 9" color to match D.G.
submit sample to L.A. (place at all curb cuts
to control erosion, see civil plans)
NOTE 2/3 of each stone must be embedded in grout material.
max. of 5% visible grout area

VICINITY MAP



OPTION C LANDSCAPE PLAN

SCALE: 1" = 80'

CONCRETE POT SCHEDULE

TYPE:
ARIZONA POTTERY
WS 4816 DEEP WOK POT
COLOR - TAN
ID# CO18

PLANT MATERIAL PER POT:
1 - MED FAN PALM - 15 GALLON
3 - ELEPHANT FOOD - 5 GALLON / EVENLY SPACED
TOP DRESS WITH DG

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

ACTIVE INFRASTRUCTURE

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 20088 HARDY A. LASKIN ARIZONA U.S.A.

LASKIN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
5013 E Washington Street
Suite 110
Phoenix, Arizona 85034
p (602) 840-7771
email: info@laskindesign.com
www.laskindesign.com

Project No.: 24065_ST13
Issue Date: 07-21-2025
Title PRELIMINARY LANDSCAPE SITE PLAN

PLA.01C

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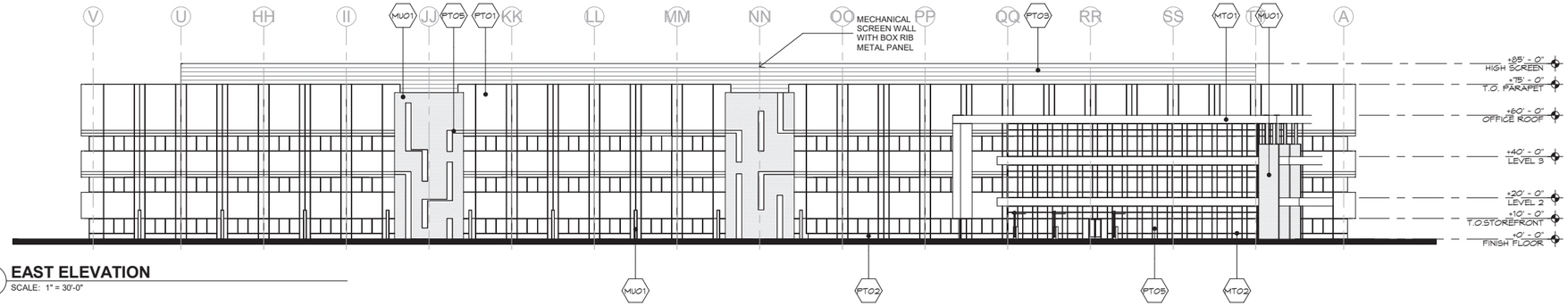
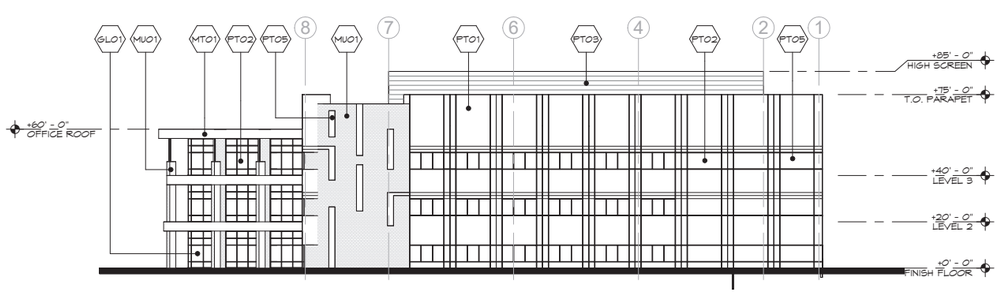
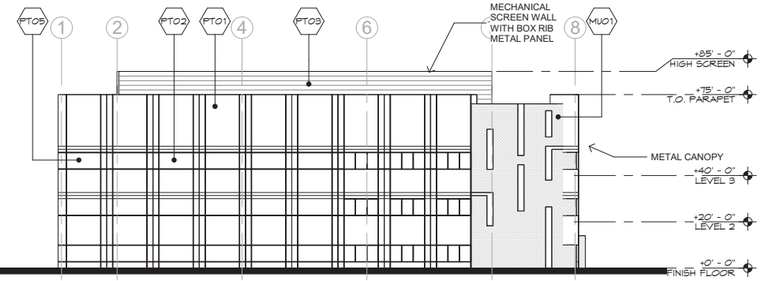
TAB E



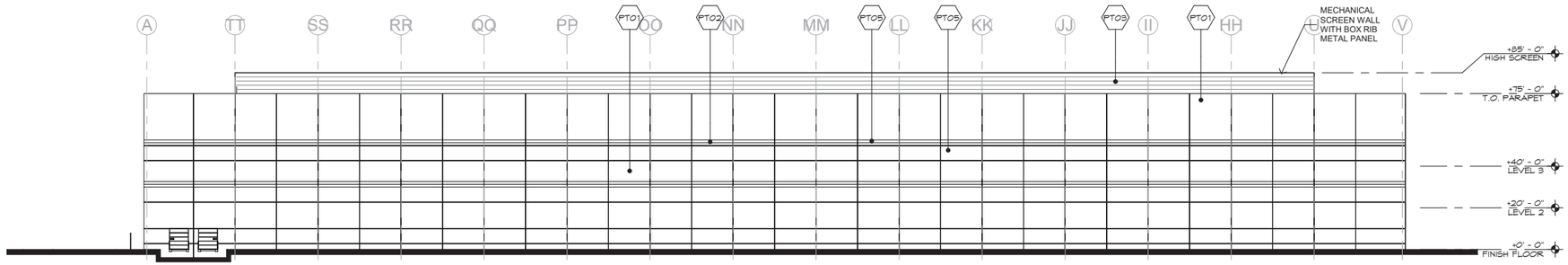
1 EAST ELEVATION
SCALE: 1" = 30'-0"



2 NORTH ELEVATION
SCALE: 1" = 30'-0"



3 SOUTH ELEVATION
SCALE: 1" = 30'-0"



4 WEST ELEVATION
SCALE: 1" = 30'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GLAZING					
GL01	INSULATED GLASS	GLAZING BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT01	ACM METAL PANEL	SMX METALLIC SILVER STOCK		ALPOLIC	
MT02	BLACK ANODIZED ALUMINUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	
PT02	EXTERIOR PAINT	POROUS STONE	DE6220	DUNN EDWARDS	
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT 49330 KOREY S. WILKES 07/21/2025 ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 07/21/2025

Title: BW ELEVATIONS

ELE-01

Butler Design Group, Inc
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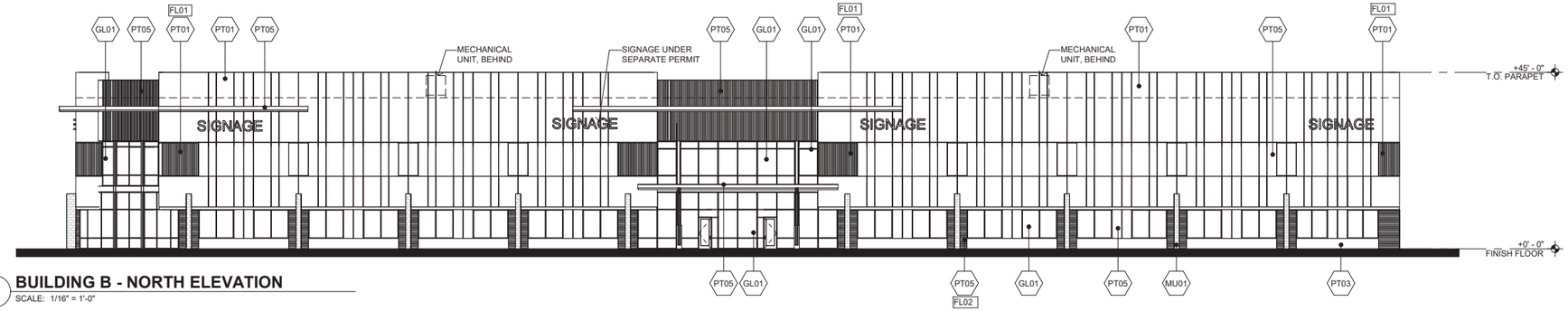
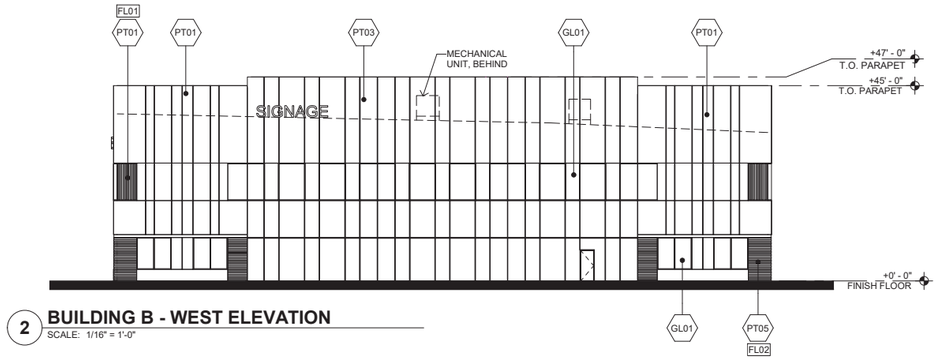


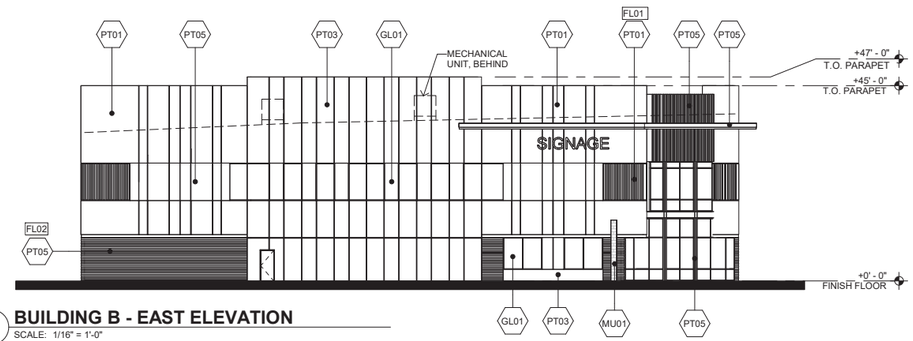
1 BUILDING B - NORTH ELEVATION

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



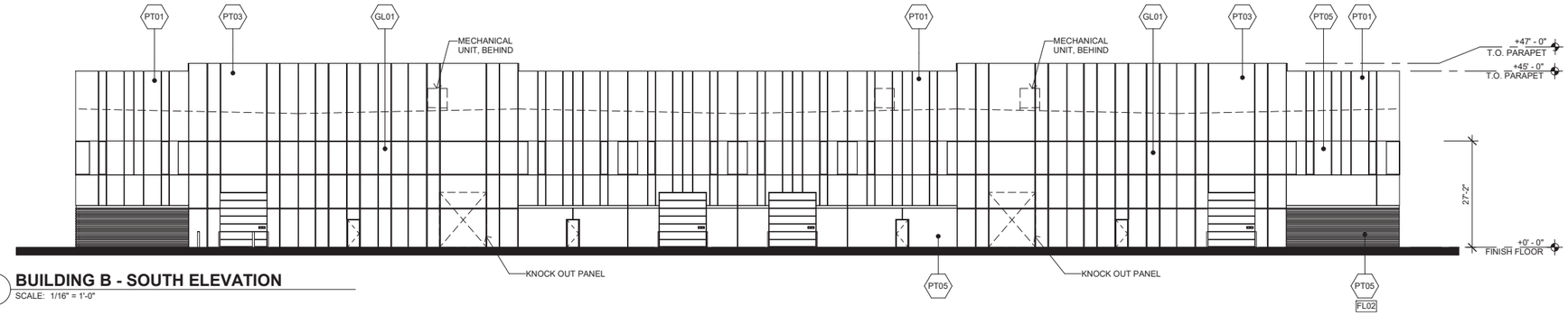
2 BUILDING B - WEST ELEVATION

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



3 BUILDING B - EAST ELEVATION

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



4 BUILDING B - SOUTH ELEVATION

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

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GLAZING					
GL01	INSULATED GLASS	GLAZING_BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT02	BLACK ANODIZED ALUMINIUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	PAINTED TILT UP CONCRETE
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	PAINTED TILT UP CONCRETE
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT 49330 KOREY S. WILKES 09/25/25 ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 09/25/2025

Title: ELEVATIONS

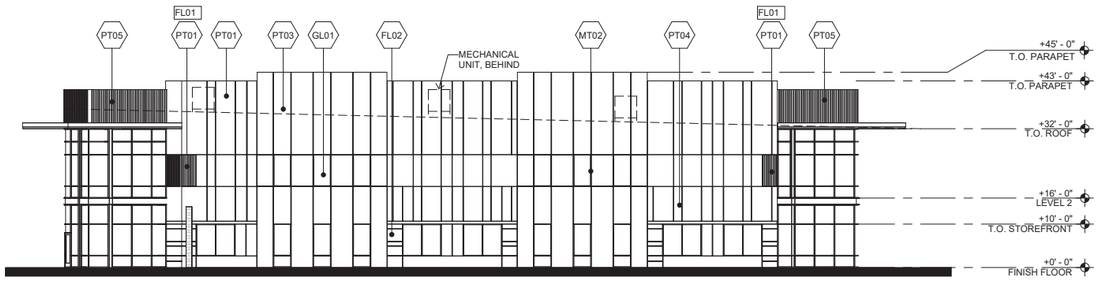
ELE-02

Butler Design Group, Inc
architects & planners



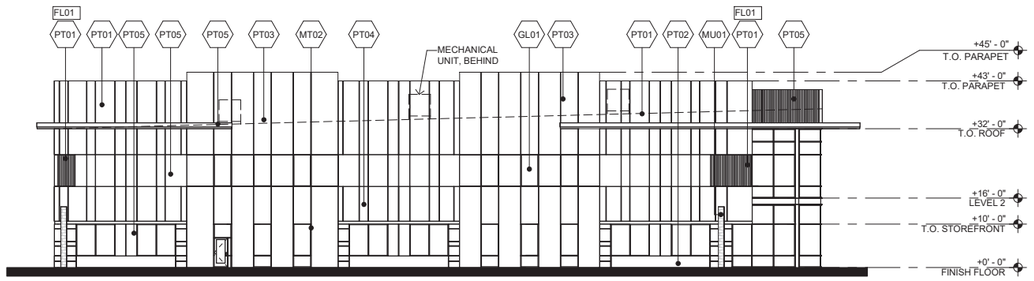
1 BUILDING C - EAST ELEVATION

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



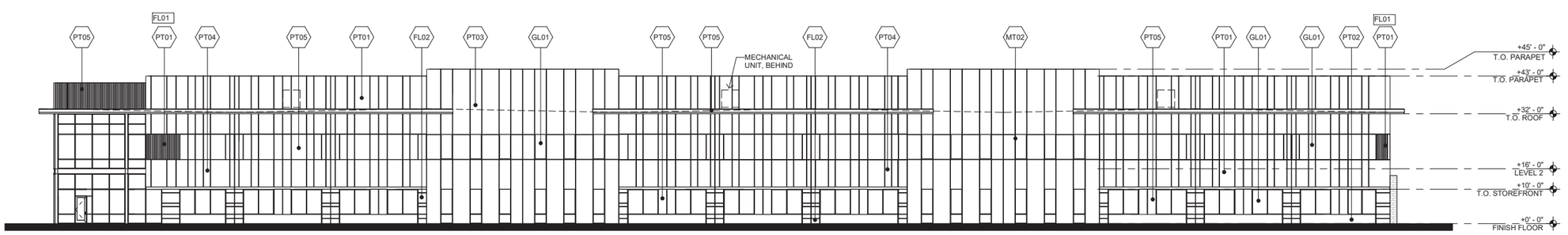
2 BUILDING C - NORTH ELEVATION

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



3 BUILDING C - SOUTH ELEVATION

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



4 BUILDING C - WEST ELEVATION

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

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
CONCRETE					
FL01	.75" DEPTH FORMLINER	FORMLINER 01	14310	FITZGERALD	PAINTED TILT UP CONCRETE (PT01) TYP.
FL02	.75" DEPTH FORMLINER	FORMLINER 02	14662	FITZGERALD	PAINTED TILT UP CONCRETE (PT04) TYP.
GLAZING					
GL01	INSULATED GLASS	GLAZING BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT02	BLACK ANODIZED ALUMINIUM	BLACK ANODIZED		---	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	
PT02	EXTERIOR PAINT	POROUS STONE	DE6220	DUNN EDWARDS	
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	
PT04	EXTERIOR PAINT	AGED WHISKY	DET686	DUNN EDWARDS	
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT 49330 KOREY S. WILKES 07/31/25 ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 07/31/2025

Title: ELEVATIONS

ELE-03

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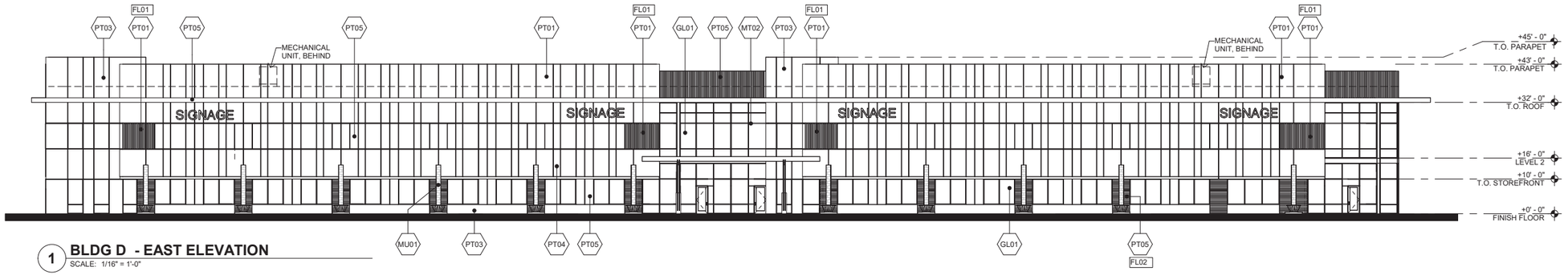
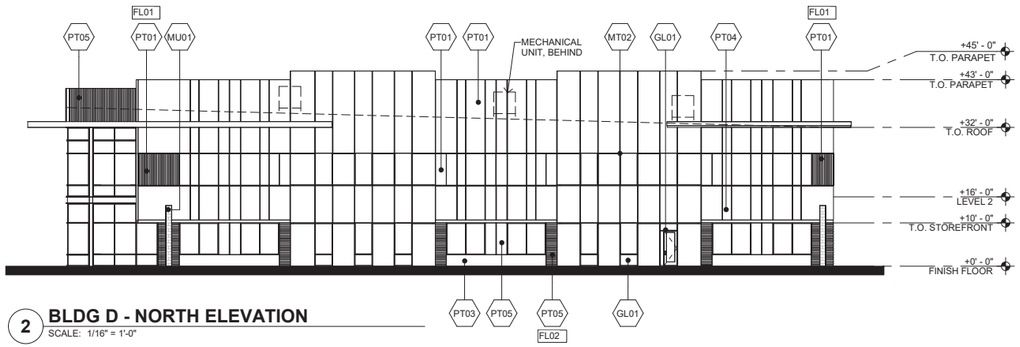
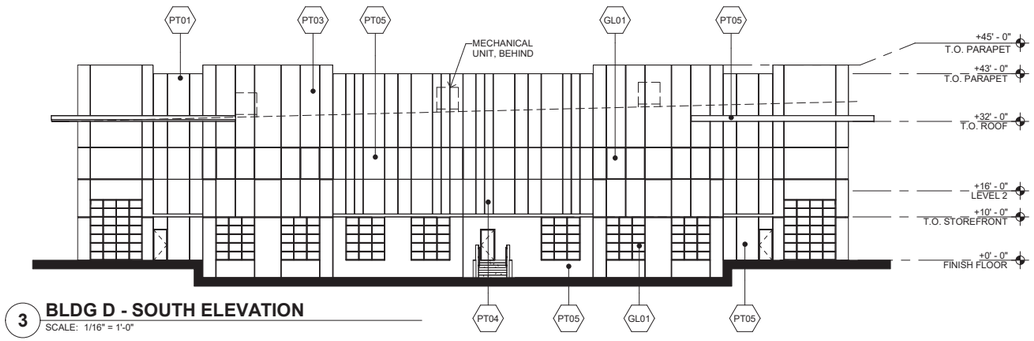
architects & planners



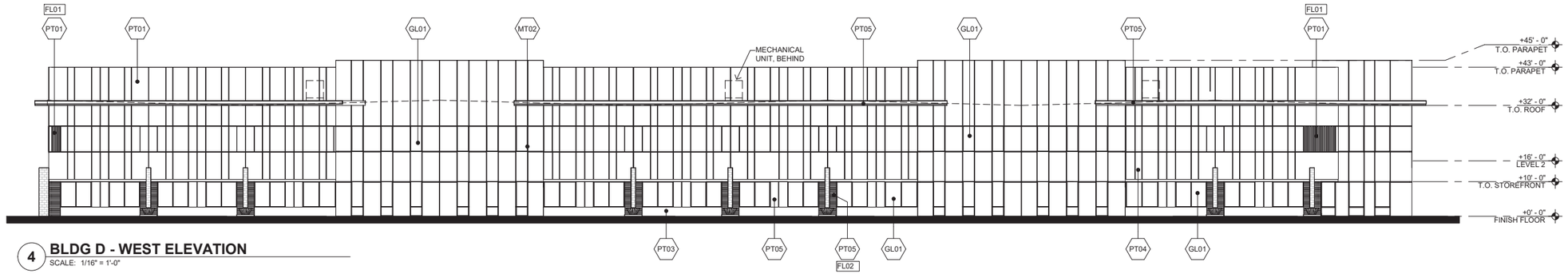
1 BLDG D - EAST ELEVATION
SCALE: 1/16" = 1'-0"



2 BLDG D - NORTH ELEVATION
SCALE: 1/16" = 1'-0"



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



4 BLDG D - WEST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
CONCRETE					
FL01	75" DEPTH FORMLINER	FORMLINER 01	14310	FITZGERALD	PAINTED TILT UP CONCRETE (PT01) TYP
FL02	75" DEPTH FORMLINER	FORMLINER 02	14662	FITZGERALD	PAINTED TILT UP CONCRETE (PT04) TYP
GLAZING					
GL01	INSULATED GLASS	GLAZING BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT02	BLACK ANODIZED ALUMINIUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	PAINTED TILT UP CONCRETE
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	PAINTED TILT UP CONCRETE
PT04	EXTERIOR PAINT	AGED WHISKEY	DET686	DUNN EDWARDS	PAINTED TILT UP CONCRETE
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT
49330
KOREY S. WILKES
09/25/25
ARIZONA, U.S.A.

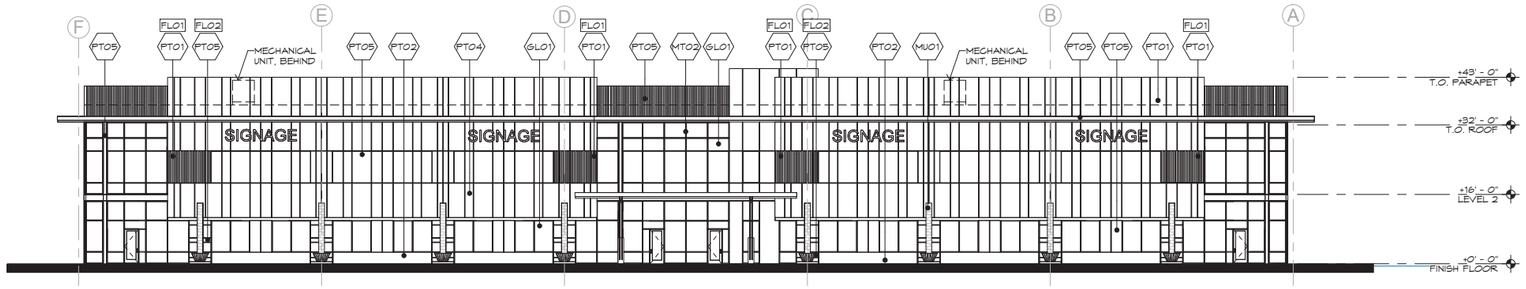
Project No.: 24065

Issue Date: 09/25/2025

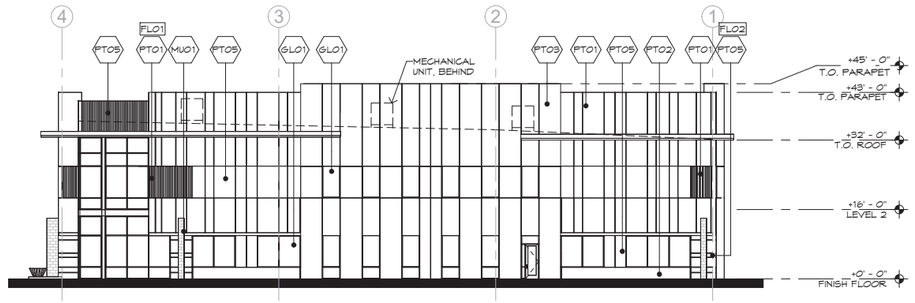
Title: ELEVATIONS

ELE-04

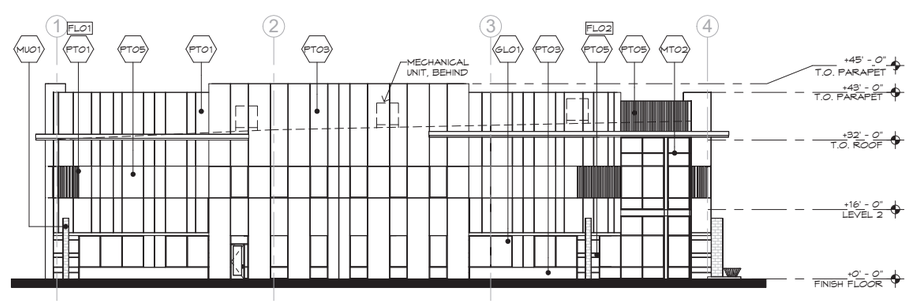
Butler Design Group, Inc
architects & planners



1 BLDG E - EAST ELEVATION
SCALE: 1/16" = 1'-0"



2 BLDG E - NORTH ELEVATION
SCALE: 1/16" = 1'-0"



3 BLDG E - SOUTH ELEVATION
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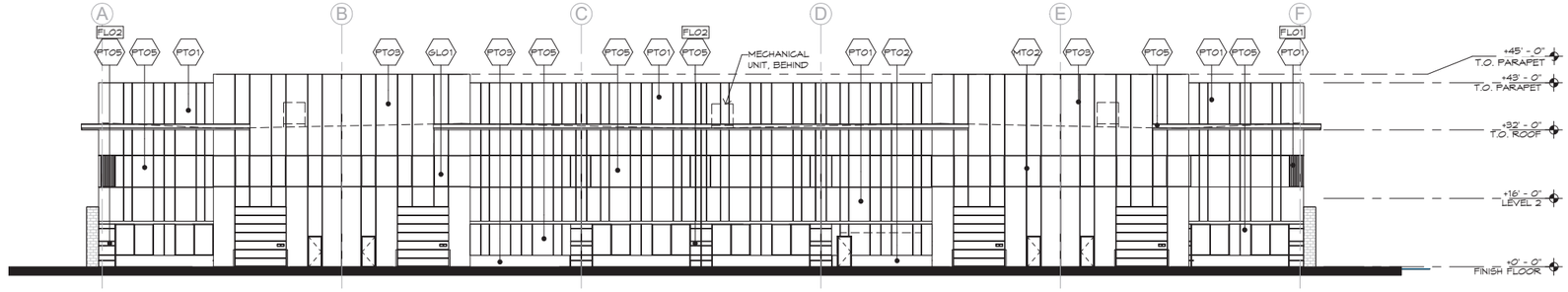

4 BLDG E - WEST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
CONCRETE					
FLO1	.75" DEPTH FORMLINER	FORMLINER 01	14310	FITZGERALD	PAINTED TILT UP CONCRETE (PT01) TYP
FLO2	.75" DEPTH FORMLINER	FORMLINER 02	14662	FITZGERALD	PAINTED TILT UP CONCRETE (PT04) TYP
GLAZING					
GL01	INSULATED GLASS	GLAZING BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT02	BLACK ANODIZED ALUMINIUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	
PT02	EXTERIOR PAINT	POROUS STONE	DE6220	DUNN EDWARDS	
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	
PT04	EXTERIOR PAINT	AGED WHISKY	DET686	DUNN EDWARDS	
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT 49330 KOREY S. WILKES 07/21/2025 ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 07/21/2025

Title: BW ELEVATIONS

ELE-05

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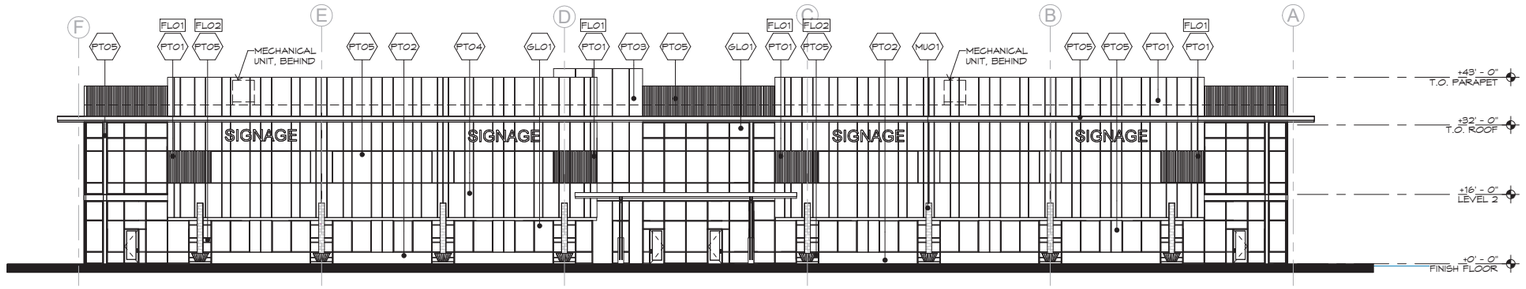
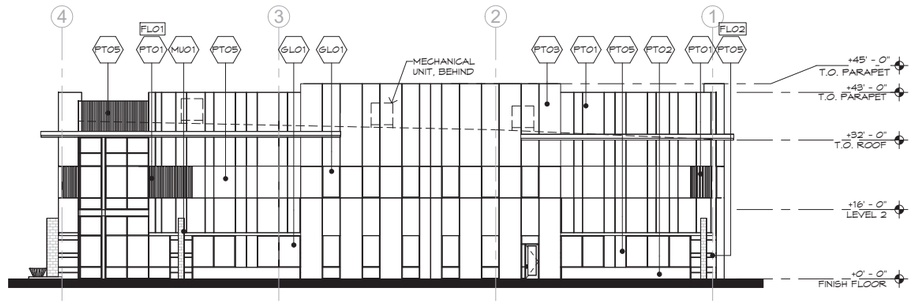
architects & planners



1 BLDG F - EAST ELEVATION
SCALE: 1/16" = 1'-0"



2 BLDG F - NORTH ELEVATION
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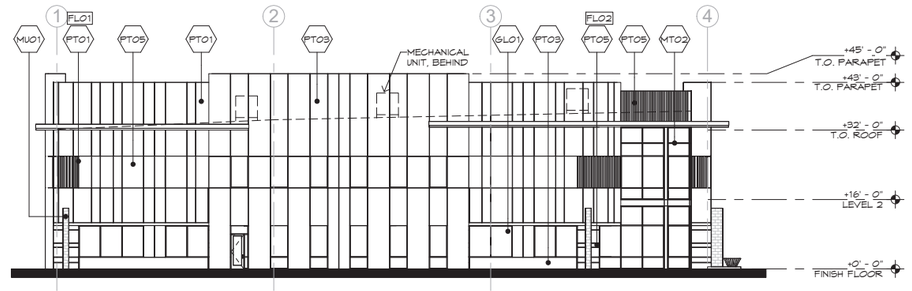

3 BLDG F - SOUTH ELEVATION
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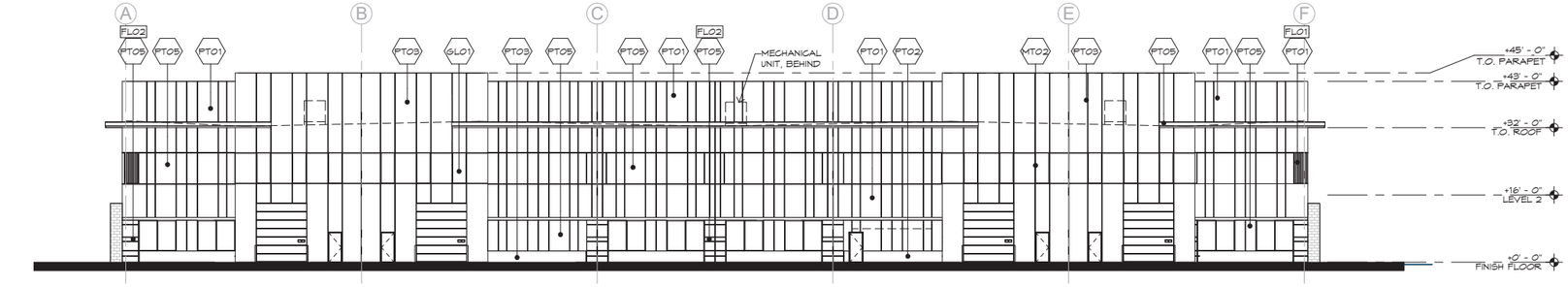


4 BLDG F - WEST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
CONCRETE					
FLO1	.75" DEPTH FORMLINER	FORMLINER 01	14310	FITZGERALD	PAINTED TILT UP CONCRETE (PT01) TYP
FLO2	.75" DEPTH FORMLINER	FORMLINER 02	14662	FITZGERALD	PAINTED TILT UP CONCRETE (PT04) TYP
GLAZING					
GLO1	INSULATED GLASS	GLAZING BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT02	BLACK ANODIZED ALUMINIUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	
PT02	EXTERIOR PAINT	POROUS STONE	DE6220	DUNN EDWARDS	
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	
PT04	EXTERIOR PAINT	AGED WHISKY	DET686	DUNN EDWARDS	
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT 49330 KOREY S. WILKES 07/21/2025 ARIZONA, U.S.A.

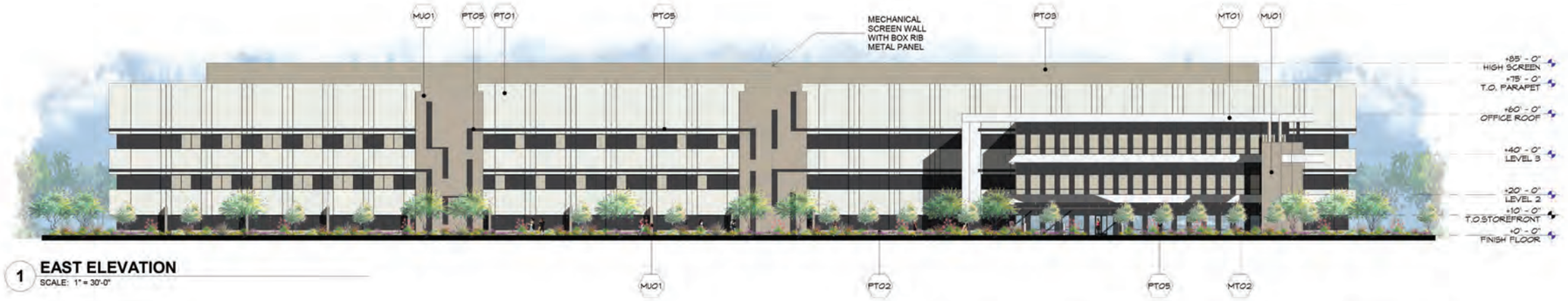
Project No.: 24065

Issue Date: 07/21/2025

Title: BW ELEVATIONS

ELE-06

Butler Design Group, Inc
architects & planners



1 **EAST ELEVATION**
SCALE: 1" = 30'-0"



2 **NORTH ELEVATION**
SCALE: 1" = 30'-0"



3 **SOUTH ELEVATION**
SCALE: 1" = 30'-0"



4 **WEST ELEVATION**
SCALE: 1" = 30'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GLAZING					
GL01	INSULATED GLASS	GLAZING BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT01	ACM METAL PANEL	SMX METALLIC SILVER STOCK		ALPOLIC	
MT02	BLACK ANODIZED ALUMINUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	
PT02	EXTERIOR PAINT	POROUS STONE	DE6220	DUNN EDWARDS	
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT
49330
KOREY S. WILKES
07/21/2025
ARIZONA, U.S.A.

Project No.: 24065
Issue Date: 07/21/2025
Title: COLOR ELEVATIONS
ELE-01

Butler Design Group, Inc
architects & planners



1 BUILDING B - NORTH ELEVATION

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



2 BUILDING B - WEST ELEVATION

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



3 BUILDING B - EAST ELEVATION

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



4 BUILDING B - SOUTH ELEVATION

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

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GLAZING					
GL01	INSULATED GLASS	GLAZING_BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT02	BLACK ANODIZED ALUMINIUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	PAINTED TILT UP CONCRETE
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	PAINTED TILT UP CONCRETE
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT 49330 KOREY S. WILKES 09/12/25 ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 09/12/2025

Title: COLOR ELEVATIONS

ELE-02

Butler Design Group, Inc
architects & planners



1 BUILDING C - EAST ELEVATION
SCALE: 1/16" = 1'-0"



2 BUILDING C - NORTH ELEVATION
SCALE: 1/16" = 1'-0"



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



4 BUILDING C - WEST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
CONCRETE					
FLO1	.75" DEPTH FORMLINER	FORMLINER 01	14310	FITZGERALD	PAINTED TILT UP CONCRETE (PT01) TYP.
FLO2	.75" DEPTH FORMLINER	FORMLINER 02	14662	FITZGERALD	PAINTED TILT UP CONCRETE (PT04) TYP.
GLAZING					
GL01	INSULATED GLASS	GLAZING BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT02	BLACK ANODIZED ALUMINIUM	BLACK ANODIZED		---	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	
PT02	EXTERIOR PAINT	POROUS STONE	DE6220	DUNN EDWARDS	
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	
PT04	EXTERIOR PAINT	AGED WHISKY	DET686	DUNN EDWARDS	
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

ACTIVE INFRASTRUCTURE

REGISTERED ARCHITECT 49330 KOREY S. WILKES 07/31/25 ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 07/31/2025

Title: COLORED ELEVATIONS

ELE-03

Butler Design Group, Inc
architects & planners



1 **BLDG D - EAST ELEVATION**
SCALE: 1/16" = 1'-0"



2 **BLDG D - NORTH ELEVATION**
SCALE: 1/16" = 1'-0"



3 **BLDG D - SOUTH ELEVATION**
SCALE: 1/16" = 1'-0"



4 **BLDG D - WEST ELEVATION**
SCALE: 1/16" = 1'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
CONCRETE					
FLO1	.75" DEPTH FORMLINER	FORMLINER 01	14810	FITZGERALD	PAINTED TILT UP CONCRETE (PT01) TYP
FLO2	.75" DEPTH FORMLINER	FORMLINER 02	14662	FITZGERALD	PAINTED TILT UP CONCRETE (PT04) TYP
GLAZING	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
GLO1	INSULATED GLASS	GLAZING BLUE	TBD	TBD	
MASONRY	BLACK ANODIZED ALUMINUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	PAINTED TILT UP CONCRETE
MT02	BLACK ANODIZED ALUMINUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
PAINT	EXTERIOR PAINT	AGED WHISKEY	DET686	DUNN EDWARDS	PAINTED TILT UP CONCRETE
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	PAINTED TILT UP CONCRETE
PT04	EXTERIOR PAINT	AGED WHISKEY	DET686	DUNN EDWARDS	PAINTED TILT UP CONCRETE
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT 49330 KOREY S. WILKES 09/12/25 ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 09/12/2025

Title: COLOR ELEVATIONS

ELE-04

Butler Design Group, Inc
architects & planners



1 BLDG E - EAST ELEVATION
SCALE: 1/16" = 1'-0"



2 BLDG E - NORTH ELEVATION
SCALE: 1/16" = 1'-0"



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

4 BLDG E - WEST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
CONCRETE					
FL01	.75" DEPTH FORMLINER	FORMLINER 01	14310	FITZGERALD	PAINTED TILT UP CONCRETE (PT01) TYP
FL02	.75" DEPTH FORMLINER	FORMLINER 02	14662	FITZGERALD	PAINTED TILT UP CONCRETE (PT04) TYP
GLAZING					
GL01	INSULATED GLASS	GLAZING BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT02	BLACK ANODIZED ALUMINUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	
PT02	EXTERIOR PAINT	POROUS STONE	DE6220	DUNN EDWARDS	
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	
PT04	EXTERIOR PAINT	AGE WHISKY	DET686	DUNN EDWARDS	
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

ACTIVE INFRASTRUCTURE

REGISTERED ARCHITECT 49336 KOREY S. WILKES 07/21/2025 ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 07/21/2025

Title: COLOR ELEVATIONS

ELE-05

Butler Design Group, Inc
architects & planners



1 BLDG F - EAST ELEVATION
SCALE: 1/16" = 1'-0"



2 BLDG F - NORTH ELEVATION
SCALE: 1/16" = 1'-0"



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

4 BLDG F - WEST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
CONCRETE					
FL01	.75" DEPTH FORMLINER	FORMLINER 01	14310	FITZGERALD	PAINTED TILT UP CONCRETE (PT01) TYP
FL02	.75" DEPTH FORMLINER	FORMLINER 02	14662	FITZGERALD	PAINTED TILT UP CONCRETE (PT04) TYP
GLAZING					
GL01	INSULATED GLASS	GLAZING BLUE	TBD	TBD	
MASONRY					
MU01	8"x8"x16" CMU, RUNNING BOND	MALIBU SAND	TRENDSTONE	ECHELON MASONRY	
METAL					
MT02	BLACK ANODIZED ALUMINUM	BLACK ANODIZED	AB-7	ARCADIA	WINDOW AND DOOR SYSTEMS
PAINT					
PT01	EXTERIOR PAINT	ANTIQUE PAPER	DE6218	DUNN EDWARDS	
PT02	EXTERIOR PAINT	POROUS STONE	DE6220	DUNN EDWARDS	
PT03	EXTERIOR PAINT	DESERT GRAY	DEC760	DUNN EDWARDS	
PT04	EXTERIOR PAINT	AGE WHISKY	DET686	DUNN EDWARDS	
PT05	EXTERIOR PAINT	IRON FIXTURE	DE6384	DUNN EDWARDS	PAINTED TILT UP CONCRETE, PAINTED METALS

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

ACTIVE INFRASTRUCTURE

REGISTERED ARCHITECT 49330 KOREY S. WILKES 07/21/2025 ARIZONA, U.S.A.

Project No.: 24065

Issue Date: 07/21/2025

Title: COLOR ELEVATIONS

ELE-06

Butler Design Group, Inc
architects & planners

TAB F

PAINT COLOR PALETTE
by Dunn Edwards

PT01

ANTIQUE PAPER
DE6218

PT02

POROUS STONE
DE6220

PT03

DESERT GRAY
DEC760

PT04

AGED WHISKY
DET686

PT05

IRON FIXTURE
DE6384

MASONRY
by Echelon Masonry

MU01



MALIBU SAND
TRENDSTONE - GROUNDFACE

GLASS
by TBD

GL01



TINTED BLUE

METAL
by Alpolic

MT01



SMX METALLIC SILVER STOCK

METAL
by Arcadia

MT02



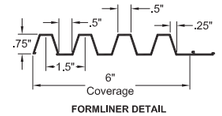
BLACK ANODIZED
AB-7

FORMLINER
by Fitzgerald

FL01



PATTERN 14310

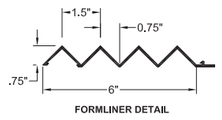


FORMLINER DETAIL

FL02



PATTERN 14662



FORMLINER DETAIL

COLOR AND MATERIAL PALETTE

02/28/2025
24065

ACTIVE INFRASTRUCTURE

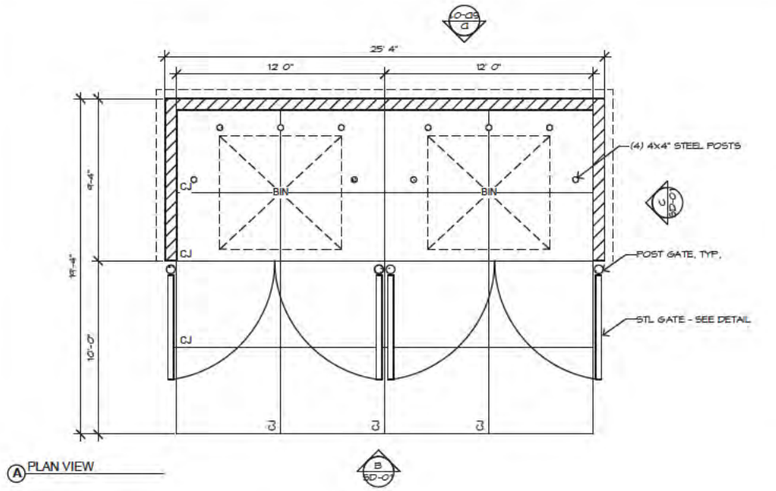
PRICE ROAD INNOVATION CAMPUS

3380 South Price Road
Chandler, Arizona

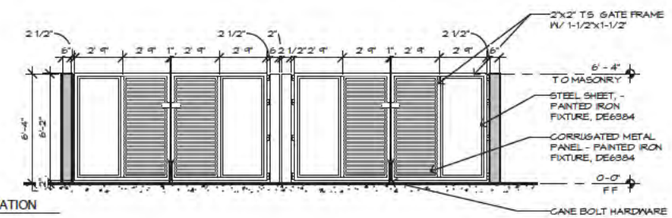


Butler Design Group, Inc
architects & planners

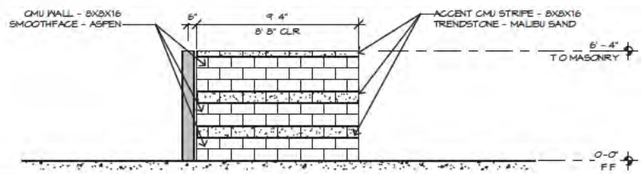
TAB G



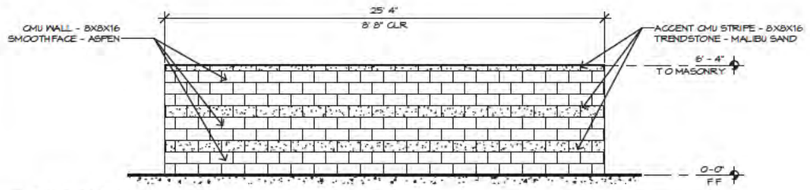
A PLAN VIEW



B FRONT ELEVATION

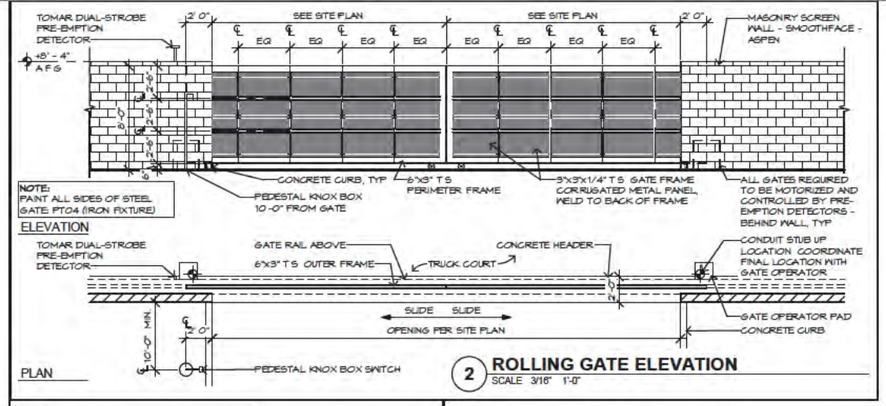


C S DE ELEVATION



D BACK ELEVATION

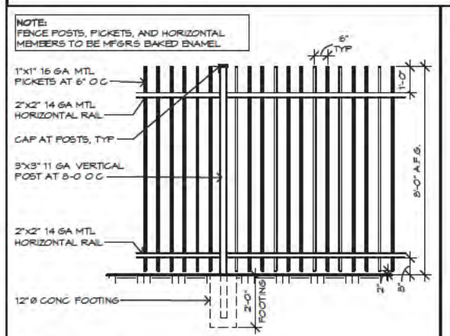
1 **TRASH ENCLOSURE**
SCALE 1/4" 1'-0"



2 **ROLLING GATE ELEVATION**
SCALE 3/16" 1'-0"



2B **EXAMPLE OF CORRUGATED METAL PANEL**



3 **PICKET FENCE ELEVATION**
SCALE 3/8" 1'-0"

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

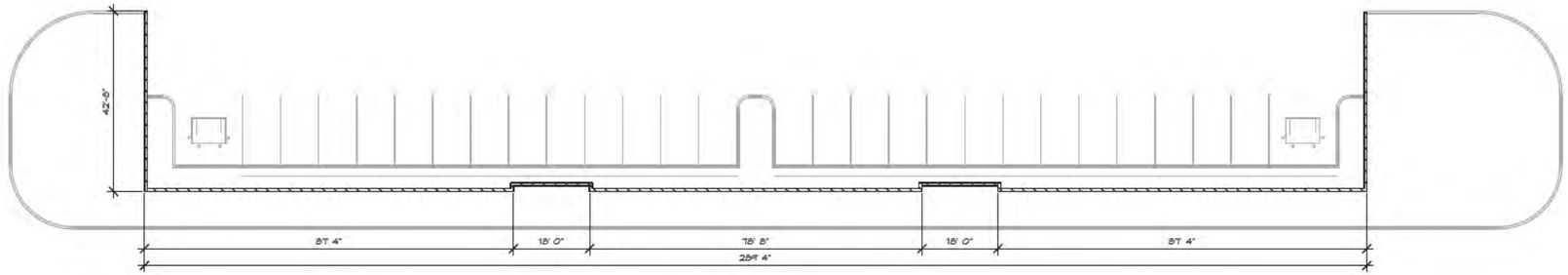
Chandler, Arizona

ACTIVE INFRASTRUCTURE

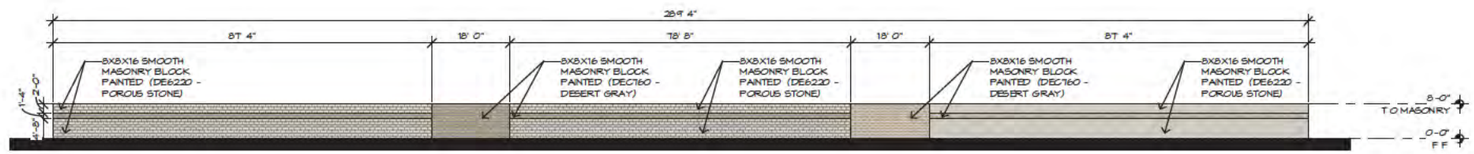
REGISTERED ARCHITECT 49330 KOREY S. WILKES 11/22/24 ARIZONA, U.S.A.

Project No.: 24065
Issue Date: 11/22/2024
Title
SITE DETA LS
SD-01

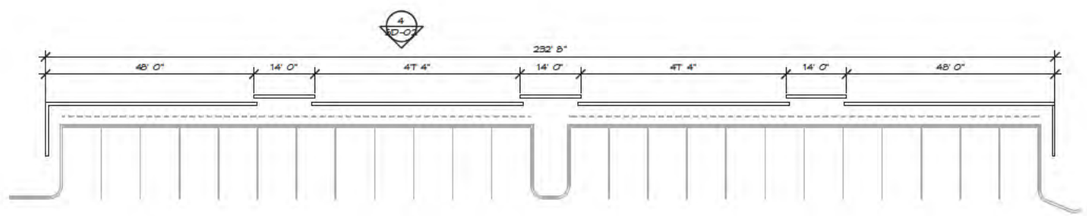
Butler Design Group, Inc
architects & planners



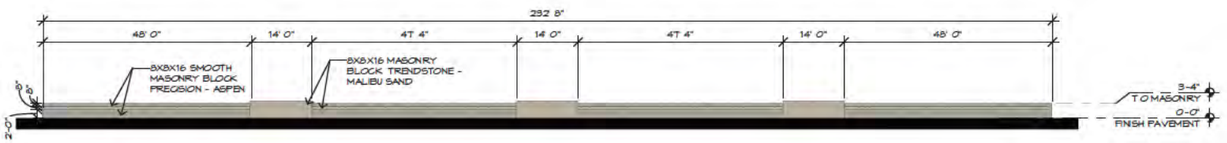
1 **TRUCK COURT SCREEN WALL PLAN**
SCALE 1/16" 1'-0"



2 **TRUCK COURT SCREEN WALL**
SCALE 1/16" 1'-0"



3 **TYP. PARKING SCREEN WALL PLAN**
SCALE 1/16" 1'-0"



4 **TYP. PARKING SCREEN WALL**
SCALE 1/16" 1'-0"

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT 49330 KOREY S. WILKES 11/22/24 ARIZONA, U.S.A.

Project No.: 24065
Issue Date: 11/22/2024
Title
SITE DETA LS
SD-02

Butler Design Group, Inc
architects & planners

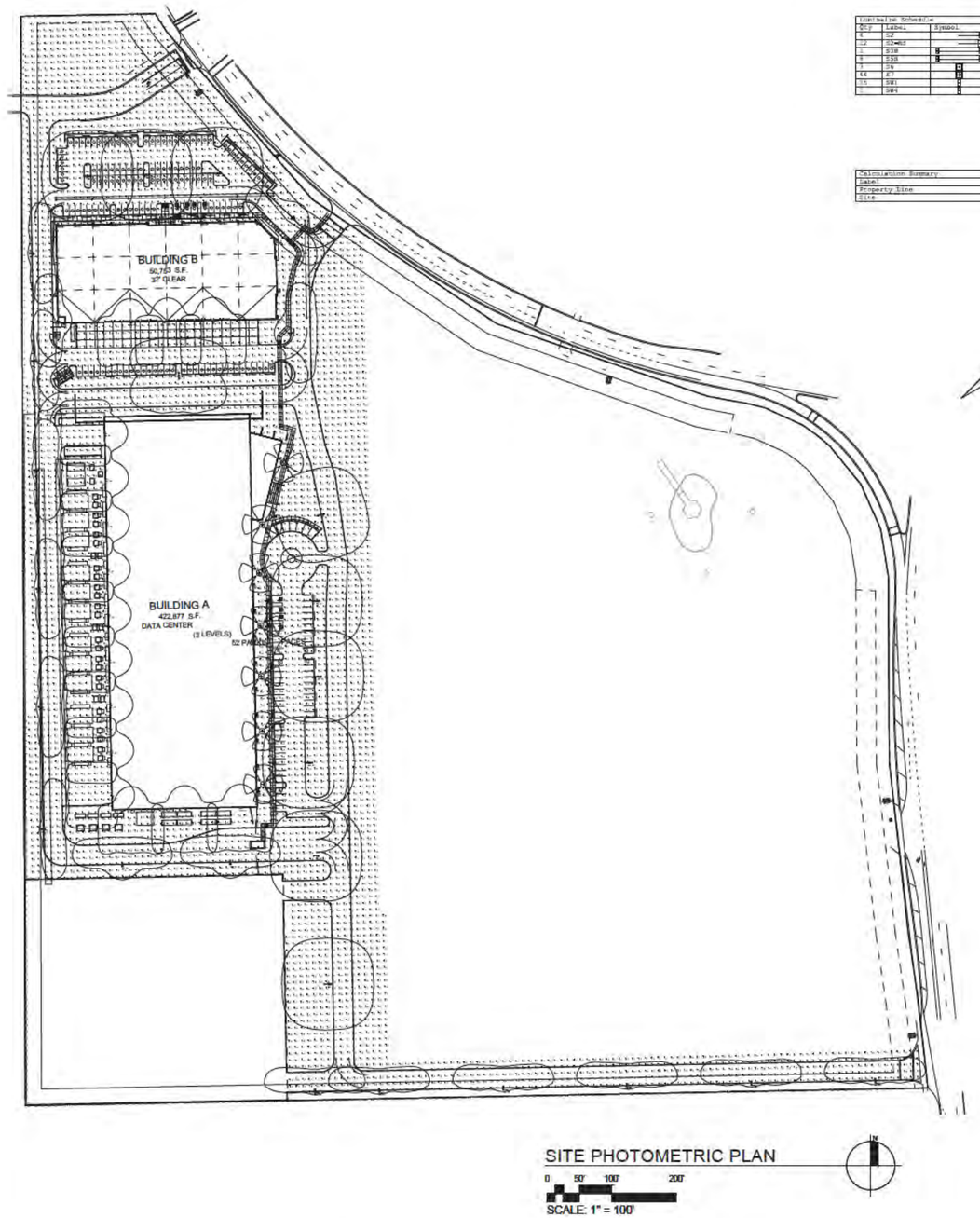

INNOVATION CENTER


INNOVATION CENTER


TENANT
TENANT
TENANT


TENANT
TENANT
TENANT

TAB H



Luminaire Schedule									
Qty	Label	Symbol	[MANUFAC]	Description	MH	Lumens	LLF	Watts	Total Watts	Sdu Rating
6	SF		RUSSELL OUTDOOR	VPW=160#=135=EF=2	25'	16992	0.900	132.2	528.8	B4-U0-G3
12	SS-HS		BEACON	VPW=160#=160=EF=2-HS	25'	23324	0.900	172	4064	B4-U0-G3
4	SSB		RUSSELL OUTDOOR	VPW=160#=135=EF=5	25'	19181	0.900	122.2	264.4	B4-U0-G3
8	SSR		RUSSELL OUTDOOR	VPW=160#=135=EF=SQW	25'	17274	0.900	152.2	2379.5	B4-U0-G3
3	S6		LITHAN	UVA-2002-F3-MED_PWM	14.5'	3537	0.900	39	273	B2-U0-G1
44	SI		LITHAN	SI-1316-MED		7	0.900	3.2	140.8	B1-U0-G2
15	SW1		BEACON	VPW=160#=135=EF=F	25'	20018	0.900	156.3	2276.5	B4-U0-G3
7	SW4		BEACON	VPW=160#=105=EF=2		14001	0.900	106.7	198.1	B2-U0-G3

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.35	0.8	0.0	N.A.	N.A.
Site	Illuminance	Fc	1.42	6.8	0.5	N.A.	N.A.

SITE PHOTOMETRIC PLAN

0 50' 100' 200'

SCALE: 1" = 100'

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

ACTIVE INFRASTRUCTURE

REGISTERED ARCHITECT CERTIFICATE NO. 49130 KOREY S. WILKES 07-21-25 ARIZONA, U.S.A.

Project No.: 24065_ST13

Issue Date: 07-21-2025

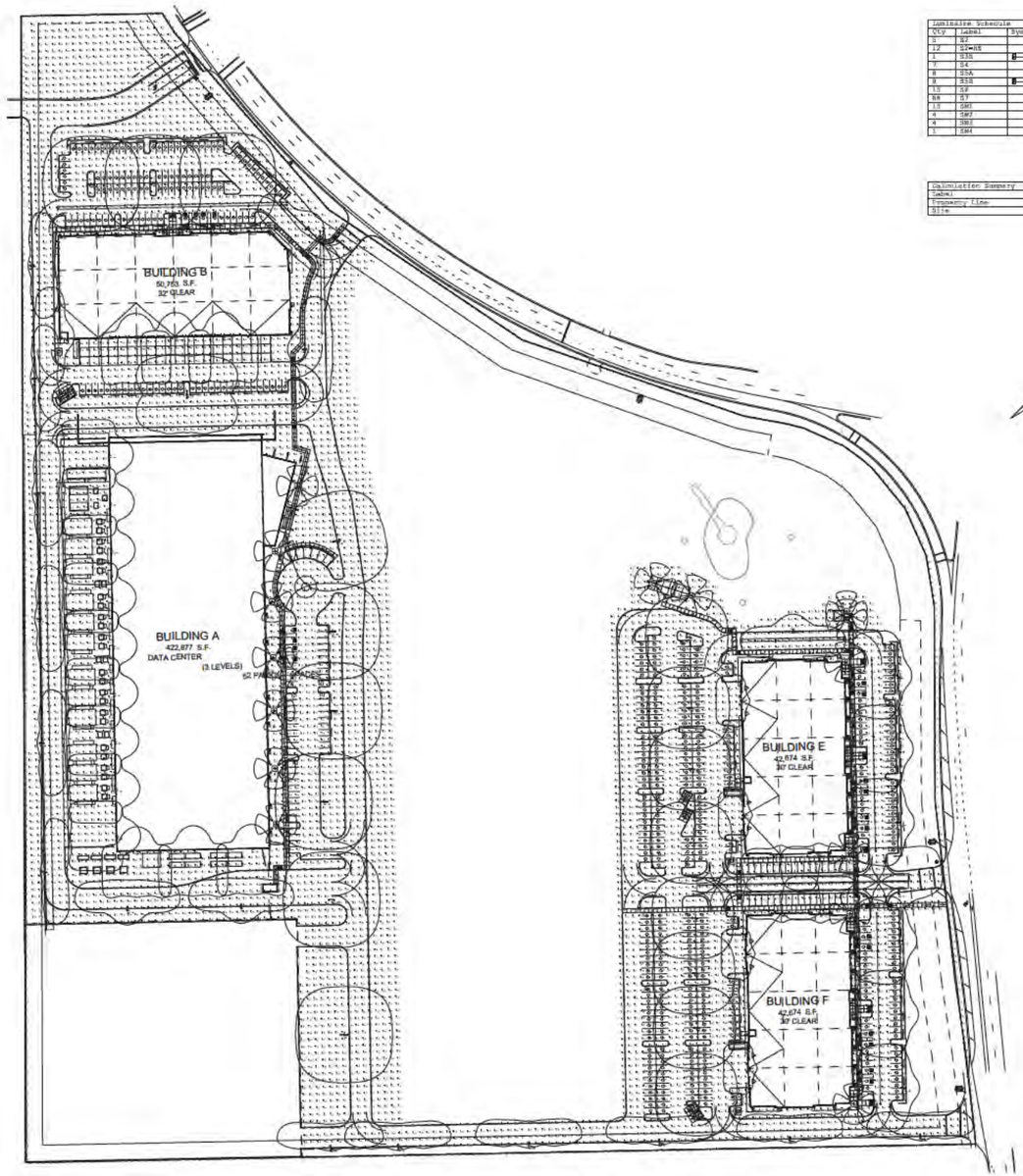
Title

SP-2A

Butler Design Group, Inc
architects & planners

Luminaire Schedule										
Qty	Label	Symbol	MANUFACT	Description	MH	Lumens	LLF	Watts/	Total Watts	RUG Rating
9	S2		HUBBELL OUTDOOR	VPW-1-LED-1.35-4K-T-2	25'	19482	0.900	152.2	1369	B3-U0-G3
12	S2-HS		BEACON	VPW-1-LED-1.05-4K-T-2-HS	25'	13334	0.900	117	1404	B3-U0-G3
1	S3S		HUBBELL OUTDOOR	VPW-1-LED-1.35-4K-T-3	25'	19181	0.900	132.2	184.9	B3-U0-G3
7	S4		HUBBELL OUTDOOR	VPW-1-LED-1.50-4K-T-4W	25'	22456	0.900	157.8	1104.6	B3-U0-G4
8	S3A		HUBBELL OUTDOOR	VPW-1-LED-1.35-4K-T-2M	25'	19274	0.900	132.2	1057.6	B2-U0-G3
9	S3S		HUBBELL OUTDOOR	VPW-1-LED-1.35-4K-T-2M	25'	19274	0.900	132.2	2378.8	B2-U0-G3
13	SF		LIGMAN	UVLW-3007-FT-WHS 18W	14.5'	2127	0.900	18	240	B2-U0-G1
88	S7		LIGMAN	GT-3128-WHS		7	0.900	9.2	881.6	B2-U1-G0
15	S8S		BEACON	VPW2-LED-1.35-4K-4F	25'	20918	0.900	158.3	2374.5	B3-U0-G3
4	S8T		BEACON	VPW2-REC-30-4K-4	11'	8455	0.900	63.5	254	B2-U0-G2
4	S8S		BEACON	VPW3-LED-1.25-4K-4W	25'	13456	0.900	104.3	125.2	B2-U0-G3
1	S8T		BEACON	VPW3-LED-1.05-4K-T-2		14051	0.900	104.3	104.3	B2-U0-G2

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property line	Illuminance	Fc	0.26	8.5	0.0	N.A.	N.A.
Site	Illuminance	Fc	1.69	6.8	0.0	N.A.	N.A.



SITE PHOTOMETRIC PLAN

0 50' 100' 200'

SCALE: 1" = 100'

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

REGISTERED ARCHITECT
CERTIFICATE NO.
49310
KOREY S.
WILKES
07-21-25
ARIZONA, U.S.A.

Project No.: 24065_ST13

Issue Date: 07-21-2025

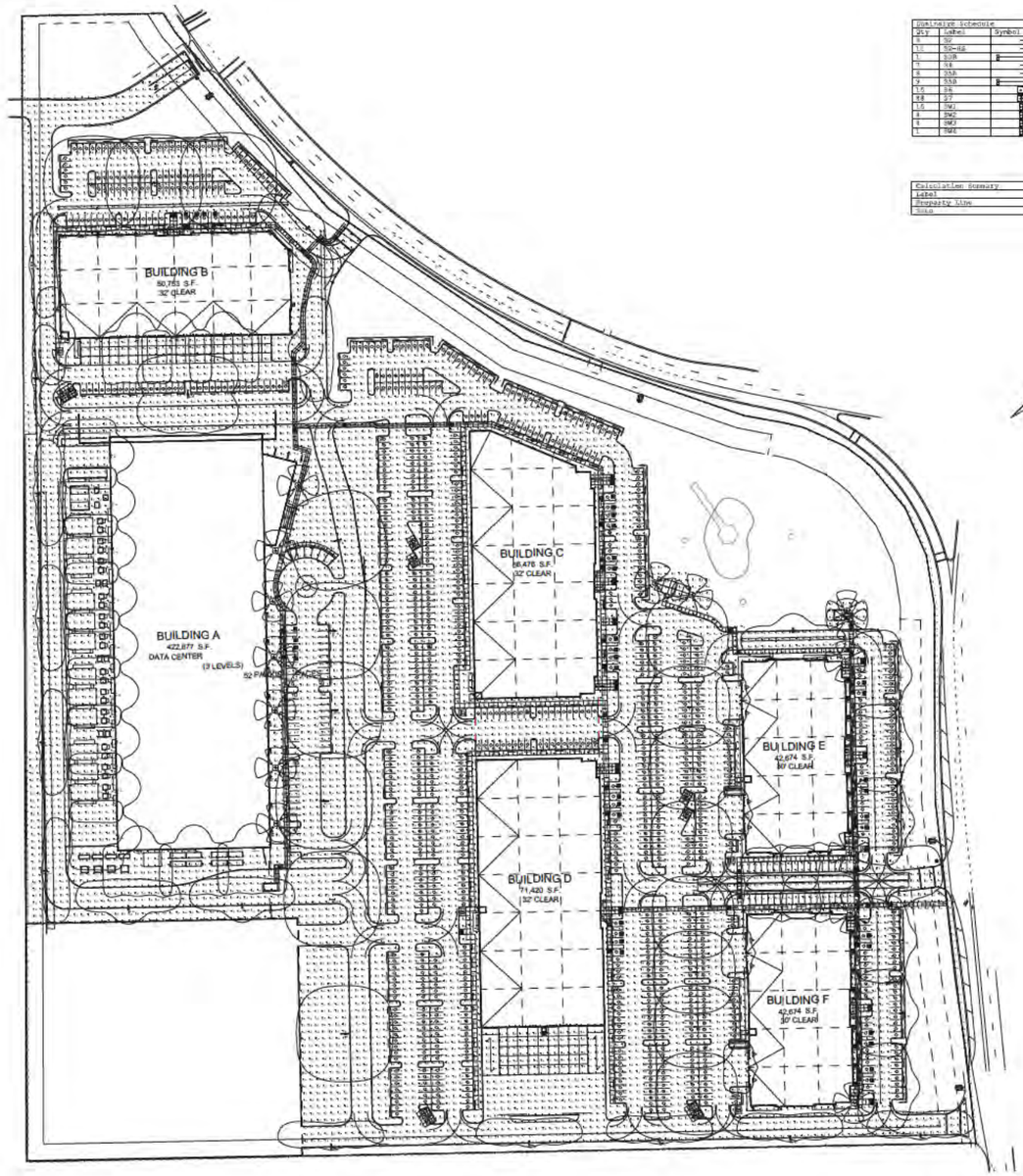
Title

SP-2B

Butler Design Group, Inc
architects & planners

Luminaire Schedule										
Qty	Label	Symbol	MANUFACT	Description	MH	Lumens	LLF	Watts	Total Watts	BUG Rating
8	B2		HUBBELL OUTDOOR	VPW-1-160L-135-4K7-3	25'	18567	0.900	132.2	841	B3-U0-G3
16	B2-HS		BEACON	VPW-1-160L-160-4K7-3-HC	25'	13334	0.900	172	1892	B1-U0-G1
1	B2B		HUBBELL OUTDOOR	VPW-1-160L-135-4K7-3	25'	18181	0.900	132.2	144.4	B3-U0-G3
7	B4		HUBBELL OUTDOOR	VPW-1-160L-155-4K7-4W	25'	22466	0.900	157.8	1104.6	B3-U0-G3
8	B5A		HUBBELL OUTDOOR	VPW-1-160L-135-4K7-SQW	25'	19274	0.900	132.2	1057.6	B3-U0-G3
9	B5B		HUBBELL OUTDOOR	VPW-1-160L-135-4K7-SQW	25'	19274	0.900	132.2	2378.8	B3-U0-G3
16	B6		LITHONIA	DSX0-2EA1-05-A40-3RW	14.5'	3527	0.920	39	585	B2-U2-G1
28	B7		LITHONIA	GLC-SL6A-4K0		7	0.920	1.2	281.6	B0-U1-G0
16	BW1		BEACON	VPW2-160L-155-4K-EF	25'	22018	0.900	158.3	2378.1	B3-U0-G3
8	BW2		BEACON	VPW2-80-70-4K-4	15'	8435	0.900	63.5	234	B1-U0-G2
8	BW3		BEACON	VPW3-160L-160-4K7-4W	25'	13904	0.900	106.3	425.2	B2-U0-G3
1	BWE		BEACON	VPW3-160L-105-4K7-2		14703	0.900	106.3	106.8	B2-U0-G2

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	FC	0.05	0.5	0.0	N.A.	N.A.
Site	Illuminance	FC	1.18	8.6	0.0	N.A.	N.A.



SITE PHOTOMETRIC PLAN

0 50' 100' 200'

SCALE: 1" = 100'

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

ACTIVE INFRASTRUCTURE

REGISTERED ARCHITECT CERTIFICATE NO. 49310 KOREY S. WILKES 07-21-25 Date Signed ARIZONA, U.S.A.

Project No.: 24065_ST13

Issue Date: 07-21-2025

Title

SP-2C

Butler Design Group, Inc
architects & planners

UVA-20001
Vancouver 1 Light Column

LIGMAN LIGHTING USA



Construction

Aluminum
Less than 0.1% copper content - Marine Grade 6060 extruded & LMS Aluminum High Pressure die casting provides excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

Pre-paint
5 step degrease and phosphate process that includes sandblasting and etching as well as a zinc and nickel phosphate process before product painting.

Memory Retentive -Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains its original exact profile and seal over years of use and compression.

Thermal management
LMS-Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures. The superior thermal heat sink designs by Ligman Lighting engineers, keep the LED boards within the most critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard 10kv surge suppressor provided with all fixtures.

IK/IG Rating
IK - UR - 08

Finishing
All Ligman products go through an extensive finishing process that includes fretting to improve paint adherence.

Paint
UV Stabilized 4.0Mil thick powder coat paint and baked at 200° C. This process ensures that Ligman products can withstand harsh environments. Rated for use in mountainous.

Inspired by Natural Finishes
The Inspired by Nature finishing is a unique system of decorative powder coating. Our wide decoration process can easily transform the appearance of metal or aluminum product into a wood grain finish.

This patented technology enables the simulation of wood grain, and even marble or granite finish through the use of decorative powder coating.

The wood grain finish is so realistic that it's almost unrecognizable from real wood, even from a close visual inspection. The system of coating permeates the entire thickness of the coat and as a result, the coating cannot be removed by normal rubbing, chipping or scratching.

The Coating Process
After pre-treatment the prepared part, are powder coated with a specially formulated polyurethane powder. The powder provides protection against wear, abrasion, impact and corrosion and acts as an artificial skin. Color for the finished metal decoration.

The component is then wrapped with a sheet of non-porous film with the selected decorative pattern printed on it using special high temperature inks.

This printed film transfer is vacuum-sealed to the surface for a complete chemical print and then entered into a customized oven. The temperature, pressure and time are controlled to the same type specs before it becomes acid ready. Any film is removed, and a wood timber look on aluminum remains.

Wood grain coating can create seamless wood looking products of any size. There are over 350 combinations of designs currently in use. Wood grains can be made with different colors, designs, etc.

Our powder coatings are certified for indoor and outdoor applications and are backed by a comprehensive warranty. These coatings rise to the highest commercially standard of performance excellence and design innovation.

Added Benefits:
- Resistance to salt spray, accelerated aging
- Marring water rings and condensed water resistant
- Anti-Graffiti, Anti-Slip, Anti-Microbial, Anti-Scratch
- Super durable (UV resistant)
- TGIC free (non-toxic)

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmosphere and moisture.

Crystal Clear Low Iron Glass Lens
Provided with tempered, impact resistant crystal clear low iron glass ensuring no green glass tinge.

Optics & LED
Precise optic design provides exceptional light control and precise distribution of light.
LED CRI > 80

Lumen – Maintenance Life
L80 (6/6) at 50,000 hours (This means that, at least 90% of the LED still achieves 80% of their original flux)

Total urban realm lighting solution. Optiona heights, accent spotlights, accessories and decora-tive lattice panels.

A stylish Dark Sky Compliant square high performance light column with downward light distribution using LED lamps. This light column offers optimal visual comfort through glare control by utilizing a controlled optics designed by Ligman. These columns have a square design providing a unique wide light distribution, offering an architecturally appealing clove leaf pattern on the paving. The internal sides of the supporting pillars are accented by light from the LED.

Color temperature 2700K, 3000K, 3500K and 4000K. The minimalistic shape provides distinctive lighting effects by night and decorative urban effect during the day. Suitable for pedestrian areas, precincts, building surrounds, shopping centers, squares and parks. The Vancouver Column comes standard with a unique waterproof inner rail driver housing compartment that is situated at the top of the pole to stop water and dust from entering the electrical components.

This fixture is supplied completely wired with powercord and waterproof gland from the driver enclosure to the base of the column to ensure quick trouble-free installation.
The Vancouver has a specially designed anchor bolt mounting base that is partially buried below ground level to provide a flush fixture flesh with the surface, but maintains the rigidity that is required when installing light columns. This ensures that the anchor bolts are not seen and therefore eliminates the necessity for an anchor bolt cover. (review Installation instructions before installing the anchor bolts.)

Custom column heights are available, please specify.
Includes 4 bolt anchor bolts. (the root mount kit is an option and is an adder.

Reducedcustom wattages can be provided to suit customer requirements. (Specify total watt requirement per fixtue)
Designes to complement the Vancouver fixture (VA-10001. This product is provided complete with anchor bolts and laser cut steel bolt template.

To meet International Dark Sky criteria, 3000k or warmer LEDs must be elected.

Additional Options (Consult Factory For Pricing)



UGI-31584
Gino 1 Up/Downlight

LIGMAN LIGHTING USA



Construction

Aluminum
Less than 0.1% copper content – Marine Grade 6060 extruded & LMS Aluminum High Pressure die casting provides excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

Pre-paint
5 step degrease and phosphate process that includes sandblasting and etching as well as a zinc and nickel phosphate process before product painting.

Memory Retentive -Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains its original exact profile and seal over years of use and compression.

Thermal management
LMS-Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures. The superior thermal heat sink designs by Ligman Lighting engineers, keep the LED boards within the most critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard 10kv surge suppressor provided with all fixtures.

IK/IG Rating
IK - UR - 08

Finishing
All Ligman products go through an extensive finishing process that includes fretting to improve paint adherence.

Paint
UV Stabilized 4.0Mil thick powder coat paint and baked at 200 Deg C. This process ensures that Ligman products can withstand harsh environments. Rated for use in mountainous.

Inspired by Natural Finishes
The Inspired by Nature finishing is a unique system of decorative powder coating. Our wide decoration process can easily transform the appearance of metal or aluminum product into a wood grain finish.

This patented technology enables the simulation of wood grain, and even marble or granite finish through the use of decorative powder coating.

The wood grain finish is so realistic that it's almost unrecognizable from real wood, even from a close visual inspection. The system of coating permeates the entire thickness of the coat and as a result, the coating cannot be removed by normal rubbing, chipping or scratching.

The Coating Process
After pre-treatment the prepared part, are powder coated with a specially formulated polyurethane powder. The powder provides protection against wear, abrasion, impact and corrosion and acts as an artificial skin. Color for the finished metal decoration.

The component is then wrapped with a sheet of non-porous film with the selected decorative pattern printed on it using special high temperature inks.

This printed film transfer is vacuum-sealed to the surface for a complete chemical print and then entered into a customized oven. The temperature, pressure and time are controlled to the same type specs before it becomes acid ready. Any film is removed, and a wood timber look on aluminum remains.

Wood grain coating can create seamless wood looking products of any size. There are over 350 combinations of designs currently in use. Wood grains can be made with different colors, designs, etc.

Our powder coatings are certified for indoor and outdoor applications and are backed by a comprehensive warranty. These coatings rise to the highest commercially standard of performance excellence and design innovation.

Added Benefits:
- Resistance to salt spray, accelerated aging
- Marring water rings and condensed water resistant
- Anti-Graffiti, Anti-Slip, Anti-Microbial, Anti-Scratch
- Super durable (UV resistant)
- TGIC free (non-toxic)

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmosphere and moisture.

Crystal Clear Low Iron Glass Lens
Provided with tempered, impact resistant crystal clear low iron glass ensuring no green glass tinge.

Optics & LED
Precise optic design provides exceptional light control and precise distribution of light.
LED CRI > 80

Lumen – Maintenance Life
L80 (6/6) at 50,000 hours (This means that at least 90% of the LED still achieves 80% of their original flux)

Façade-mounted building and area lighting range. Sleek, compact and expansive luminaire family with lighting packages and optics to address any need.

A range of small, square and rectangular wall mounted luminaires with options of upward or downward light distributions. Ideally suited to illuminate the wall and surfaces in front of wall and for light accents or vertical surfaces using high efficiency LED's. The Gino is suitable for indoor and outdoor applications and provides a clean, visually appealing solution for small, unobtrusive wall mountnd luminaires.

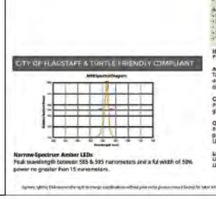
This luminaire is available in 2 different sizes and in combinations of down, up or up/down ligh: distributions. The Gino 1 and Gino 2 have a decorative spike option for added lighting effects. The Gino 1 and 2 mounts over a 3" octagonal junction box, a 4" j-box cover plate is available upon request.

Additional Options (Consult Factory For Pricing)



NOTE: This luminaire is shallow (mid-mount) surface mount (junction box Provided by contractor). Example: Hubbell - 5352-0 - 1-Gang Weatherproof Box, Five ½" In. Threaded Outlets - or - 5352-0 - 1-Gang Weatherproof Box, Five 3/4 In. Threaded Outlets.





CITY OF FLAGSTAFF & TURTLE FRIENDLY COMPLIANT



Narrow Spectrum Amber LEDs:
Peak wavelength between 585 & 595 nanometers and a full width of 50% power no greater than 15 nanometers.

BEACON

DATE: | LOCATION:
TYPE: | PROJECT:
CATALOG #:

VIPER Wall
VPW/VPW2/VPW3 LED WALLPACK



FEATURES
- Low profile LED wall luminaire with a variety of IES distributions for lighting applications such as retail, commercial and industrial building mount.
- Featuring Strike and Micro Strike Optics which maximizes target zone illumination with minimal losses a the house-side, reducing light trespass issues.
- Visual Comfort – Option for Size 2 and Size 3
- Control options including photo control, occupancy sensing, NX Distributed Intelligence™, and LightGRID®.
- Battery Backup options available for emergency code compliance
- Quick-mount adapter allows easy installation/maintenance
- 347V and 480V versions for industrial applications and Canada

	Weight
VPW1	41 lbs / 18.6 kg
VPW2	71.5 lbs / 32.4 kg
VPW3	171 lbs / 78.0 kg

CONTROL TECHNOLOGY
NX NX NX LIGHTGRID

SPECIFICATIONS

CONSTRUCTION
- Die cast housing with hidden vertical heat fins are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with powder coat paint finish
- Powder paint finish provides durability in outdoor environments. Tested for meet 1000 hour salt spray rating

OPTICS
- Entire optical aperture illuminated to create a large luminous surface area resulting in a low glare appearance without sacrificing optical performance
- 2700K, 3000K, 3500K, 4000K and 5000K CCTs
- Zero uplight distributions
- LEC optics provide IES type I, II and IV distributions

INSTALLATION
- Quick-mount adapter provides easy installation to wall or to recessed/junction boxes (4" square junction box)
- Designed for direct j-box mount

ELECTRICAL
- 120V-277V universal voltage 50/60Hz or 0-10V dimming drivers
- 347V input is available in most wattage, 480V is available for 65W and above.
- Ambient operating temperature -40° C to 40° C
- Driver RoHS and IP66
- 10kV Surge Protector optional
- Drivers have greater than .90 power factor and less than 20% Total Harmonic Distortion
- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently as two sets of leads are extended from the luminaire. Both options can not be included in one same fixture.
- Dimming drivers are standard. Select CD (Customer Dimming) for the dimming wires to be extended outside the fixture.

CONTROLS
- Photo control, occupancy sensor and wireless available for complete on/off and dimming control
- Button photocontrol is suitable for 120-277V operation
- NX Distributed Intelligence™ available with in fixture wireless control module, features dimming and occupancy sensor

CONTROLS CONTINUED
- Integral Battery Backup provides emergency lighting for the required 90 minute path of egress
- Battery Backup suitable for operating temperatures -20°C to 40°C.
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application
- LightGRID® available with in fixture wireless control module, features dimming and occupancy sensor.

CERTIFICATIONS
- Certified to UL 1598 and CSA 22.2#250.0-24
- IP65 rated housing
- Emergency battery backup options are California Energy Commission (CEC) Title 20 Compliant
- This product meets federal procurement law requirements under the Buy American Act (FAR 52.225-9) and Trade Agreements Act (FAR 52.225-19). See (Buy American)i Solutions (link to https:// http://www.currentlighting.com/resources/americasolutions).

WARRANTY
- 5 year limited warranty

BEACON

DATE: | LOCATION:
TYPE: | PROJECT:
CATALOG #:

VIPER Area/Site
VIPER LUMINAIRE



FEATURES
- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as auto dealership, retail, commercial, and campus parking lots
- Featuring two different optical technologies, Strike and Micro Strike Optics, which provide the best distribution patterns for retrofit or new construction
- Rated for high vibration applications including bridges and overpasses: All sizes are rated for 1.5G
- Control options including photo control, occupancy sensing, NX Lighting Controls®, LightGRID® and 7-Pin with networked controls
- New customizable lumen output feature allows for the wattage and lumen output to be customized in the factory to meet whatever specification requirements may entail
- Field interchangeable mounting provides additional flexibility after the fixture has shipped

CONTROL TECHNOLOGY
NX NX NX LIGHTGRID

SERVICE PROGRAMS
STOCK QS10

SPECIFICATIONS

CONSTRUCTION
- Die-cast housing with Hidden vertical heat fins are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with 1000 hour powder coat paint finish
- External hardware is corrosion resistant.

OPTICS
- Micro Strike Optics (160, 320, 480, or 700 LED counts) maximize uniformity in applications and come standard with mid-power LEDs which evenly illuminate the entire luminous surface area to provide a low glare appearance. Catalog logic found on page 2
- Strike Optics (36, 72, 108, or 192 LED counts) provide best in class distributions and maximum pole spacing in new applications with high powered LEDs. Strike optics are forward throw with a polycarbonate cover to minimize the appearance of the Micro Strike Optics so both solutions can be combined on the same application. Catalog logic found on page 3
- Both optics maximize target zone illumination with minimal losses at the house-side reducing light trespass issues. Additional backlight control shields and house side shields can be added for further reduction of illumination behind the pole
- One-piece silicone gasket ensures a weatherproof seal
- Zero uplight at 0 degrees of tilt
- Field resistible option

INSTALLATION
- Mounting patterns for each arm can be found on page 11
- Optional universal mounting block for ease of installation during retrofit applications.Available as an option (ASQU) or accessory for square and round poles
- All mounting hardware included
- Knuckle anti-fatigue option available for 1-3/8" OD tenon

ELECTRICAL
- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40°C to 40°C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power overvoltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 10kA protection meeting ANSI/IEEE C62.41.2 Category C High and Surge Location Category C3. Automatically takes fixture off-line for protection when device is compromised
- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently as two sets of leads are extended from the luminaire. Both options cannot be combined.

CONTROLS
- Photo control, occupancy sensor programmable controls, and Zigbee wireless controls available for complete on/off and dimming control
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)
- LightGRID® available with in fixture wireless control module, features dimming and occupancy sensor. Also available in 7-pin configuration

CERTIFICATIONS
- DLC® Design Lights Consortium Qualified, with some Premium Qualified configurations. Not all product variations listed in this document are DLC® qualified. Refer to http://www.designlights.org for the most up-to-date list.
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations rated -40°C ambient temperatures
- 1.5 G rated for ANSI C136.31 high vibration applications
- Fixture is IP66 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- This product meets federal procurement law requirements under the Buy American Act (FAR 52.225-5) and Trade Agreements Act (FAR 52.225-19). See Buy American) Solutions (link to https://www.currentlighting.com/resources/americasolutions).

WARRANTY
- 5 year warranty

LIGHTING CUT SHEETS

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS
3380 South Price Road
Chandler, Arizona

REGISTERED ARCHITECT CERTIFICATE NO. 49338 KOREY S. WILKES 07-21-25 ARIZONA, U.S.A.

Project No.: 24065_ST13
Issue Date: 07-21-2025
Title

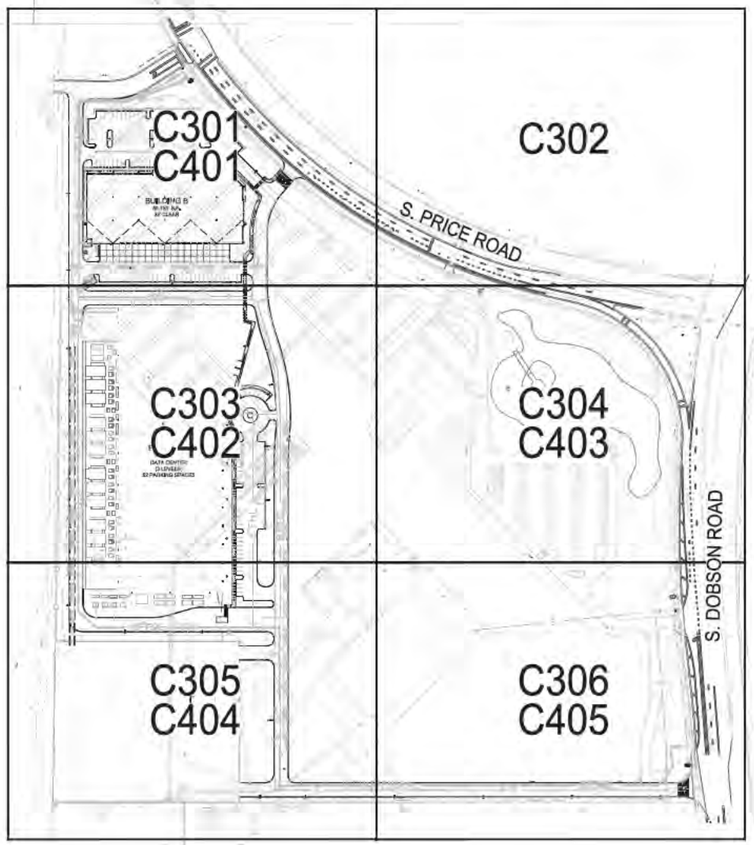
SP-3

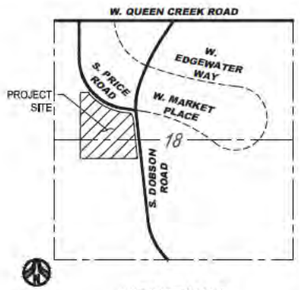
Butler Design Group, Inc
architects & planners

TAB I

PRELIMINARY SITE PLAN
FOR
PRICE ROAD INNOVATION CAMPUS
3380. S. PRICE ROAD, CHANDLER, AZ 85248

A PORTION OF THE WESTERN HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA





VICINITY MAP
NTS

HUBBARD ENGINEERING GENERAL NOTES

1. THE PLANS PREPARED FOR THIS PROJECT PRESENT A DESCRIPTION OF THE WORK TO BE ACCOMPLISHED. THE CONTRACTOR SHALL VISIT THE PROJECT SITE AND DETERMINE, FROM HIS OWN INSPECTION, THE CONDITIONS UNDER WHICH IT IS TO BE PERFORMED. THE CONTRACTOR, BY MAKING HIS BID, REPRESENTS THAT HE HAS VISITED THE SITE AND FAMILIARIZED HIMSELF WITH LOCAL CONDITIONS, THE TYPE OF WORK TO BE PERFORMED, EVALUATED THE DIFFICULTY OF PERFORMING THE REQUIRED TASKS, AND THE LABOR, EQUIPMENT AND MATERIAL THAT ARE REQUIRED TO PROVIDE A COMPLETE PROJECT.
2. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA; HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF SAID UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDER-GROUND UTILITIES SHOWN ON THESE PLANS.
3. MYLAR PLAN SHEETS FOR AS-BUILTS MAY BE PURCHASED FROM HUBBARD ENGINEERING. THE COST OF THIS ITEM SHALL BE INCLUDED IN THE CONTRACTOR'S BID.
4. ALL HANDICAP ACCESS RAMPS, PARKING STALLS, AND DELINEATED WALKWAYS SHALL BE CONSTRUCTED AND MARKED IN ACCORDANCE WITH CURRENT FEDERAL AND/OR LOCAL A.D.A. STANDARDS AND REQUIREMENTS. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL AUTHORITIES PRIOR TO CONSTRUCTING AND/OR STRIPING TO CONFIRM CURRENT REQUIREMENTS. SLOPES WITHIN THE LIMITS OF HANDICAPPED PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION.
5. ALL SLOPES HIGHER THAN ONE (1) FOOT AND STEEPER THAN 20:1, UNLESS LINED WITH TURF, SHALL BE COMPACTED AND TESTED PER MAG SPECIFICATION 215. WE RECOMMEND RE-COMPACTION PER MAG SPECIFICATION 215 AFTER INSTALLATION OF IRRIGATION LINES, AND WE RECOMMEND STABILIZATION OF DECOMPOSED GRANITE.
6. UNLESS SPECIALLY NOTED OTHERWISE, THESE PLANS SHOULD BE USED FOR HORIZONTAL AND VERTICAL LAYOUT OF CIVIL ELEMENTS ONLY. (TYPICALLY WATER, FIRE, SEWER AND STORM DRAIN LINES, VALVES, FIRE HYDRANTS, MANHOLES, CATCH BASINS, HEADWALLS, DRYWELLS, ETC.). FOR ALL OTHER HORIZONTAL LAYOUT (BUILDINGS, CURBS, WALKS, ETC.) SEE ARCHITECT'S PLAN.
7. ALL PIPES, FITTINGS, VALVES, FIRE HYDRANTS AND OTHER APPURTENANCES SHALL CONFORM TO CURRENT AWWA, ASTM AND NSF STANDARDS.
8. ALL MATERIAL THAT COMES INTO CONTACT WITH WATER SHALL CONFORM TO ANSI/NSF STANDARD 61.
9. ALL NEW ELEMENTS OF A DISTRIBUTION SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH EBB OR AWWA C651. (M.A.G. 511.3)
10. PRESSURE TESTING OF WATER LINES SHALL BE IN ACCORDANCE WITH AWWA C600 OR M.A.G. STD. 611.2.
11. PERFORM A DEFLECTION TEST OF THE TOTAL LENGTH OF ALL SEWER LINES MADE OF FLEXIBLE MATERIALS TO ENSURE THAT THE INSTALLATION MEETS OR EXCEEDS THE MANUFACTURER'S RECOMMENDATIONS AND RECORD THE RESULTS. (R18-9-E301.D.2.I/M.A.G. 615.11)
12. TEST EACH SEGMENT OF THE SEWER LINE FOR LEAKAGE USING THE APPROPRIATE ASTM TEST FOR THE PIPE MATERIAL. (R18-9-E301.D.2.J AND M.A.G. 615.11)
13. EACH MANHOLE WILL BE TESTED ACCORDING TO R18-9-E301.D.3.E AND F.

DRAINAGE CALCULATIONS

REQUIRED VOLUME 100-YEAR 2-HOUR

V = REQUIRED RETENTION VOLUME, C.F.
P = RAINFALL DEPTH 2.2 IN.
A = TOTAL AREA, 1,741,926 S.F. (ONSITE)
A = TOTAL AREA, 182,700 S.F. (ADJACENT HALF STREET ROADWAYS)
C = RETENTION COEFFICIENT, 0.89 (ONSITE-- PHASE 1 [DA-B])
C = RETENTION COEFFICIENT, 0.50 (ONSITE-- MASS GRADE [DA-A])
C = RETENTION COEFFICIENT, 0.95 (ADJACENT OFFSITE ROADWAYS)
V = (2.2 IN. / 12) *((0.89 * 778,942 S.F.)+(0.95 * 182,700 S.F.)+(0.50 * 962,984 S.F)).*1.1
= 271,910 C.F.

VOLUME PROVIDED
V_{PROV} = 281,961 CF

RETENTION TABLE

DRAINAGE AREA	VOLUME REQUIRED* ft3	RETENTION ID	VOL PROV.	SHORTAGE/ SURPLUS ft3	NOTES
DA-A	97,101	RB-01	141,057	+43,956	ACCOUNTS FOR 35,002 FROM DA-OFF1
DA-B	139,807	UGST #1-3	140,904	+1,097	
DA-OFF1	35,002	N/A	N/A	-35,002	35,002 ACCOUNTED FOR IN DA-A
TOTALS	271,910		281,961	+10,051	

FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	FIRM INDEX DATE	FIRM ZONE
040040	2720	L	OCTOBER 16, 2013	X

CIVIL ENGINEER
HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD. SUITE #12000
MESA, AZ 85210
PHONE: (480) 550-0671
CONTACT: TEAGUN S. WOLF, P.E.
EMAIL: TWOLF@HUBBARDENGINEERING.COM

SURVEY
HILGART WILSON
2141 E. HIGHLAND AVE. SUITE 250
PHOENIX, AZ 85016
PHONE: (602) 490-0535
CONTACT: DAVID M. SCHLIEF, RLS
EMAIL: DSCHLIEF@HILGARTWILSON.COM

BENCHMARK
CNCN#: 44
SECTION 18, T2S, R5E, 3" CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH, AT THE INTERSECTION OF ARROYO DRIVE AND HAWK COURT.

NAVD 88 ELEVATION: 1196.65

ARCHITECT
BUTLER DESIGN GROUP
5013 E. WASHINGTON ST, STE. 100
PHOENIX AZ 85034
PHONE: 602-316-6307
CONTACT: KOREY WILKES
EMAIL: KWILKES@BUTLERDESIGNGROUP.COM

DEVELOPER
ACTIVE INFRASTRUCTURE
487 E. MAIN STREET, SUITE 168
MT. KISCO, NY 10549
TEL: 612-991-7114
CONTACT: CARLETON NELSON
EMAIL: CARL@ACTIVEINFRA.COM

BASIS OF BEARING
BASIS OF BEARING LINE BEARS NORTH 00 DEGREES 14 MINUTES 40 SECONDS WEST.

EX. ZONING:
PAD

APN(S)
303-37-001U

SITE DATA
NET TOTAL ACREAGE: ±1,742,414 S.F. (±40 AC.)

PROJECT DESCRIPTION
PROPOSED R&D FLEX INDUSTRIAL CAMPUS WITH SUPPORTING DATA CENTER AND SRP SUBSTATION.

SHEET INDEX

C101	COVER SHEET
C102	PRELIMINARY SECTIONS
C301-306	PRELIMINARY GRADING PLAN
C401-405	PRELIMINARY UTILITY PLAN

N

150 0 150 300
scale: feet

LEGEND

- EXISTING STORM DRAIN
- DRYWELL
- EXISTING SANITARY MANHOLE
- EXISTING POWER POLE
- PROPOSED FIRE HYDRANT
- REDUCER
- PROPOSED WATER VALVE
- EXISTING WATER METER
- EXISTING BACKFLOW PREVENTOR
- P=123 PROPOSED GRADE
- P=123 EXISTING GRADE
- EXISTING STREET LIGHT
- EXISTING SIGN
- EXISTING TRAFFIC SIGNAL JUNCTION BOX
- EXISTING ELECTRICAL VAULT
- PROPOSED STORM DRAIN
- PROPOSED UG STORAGE TANK
- W EXISTING WATER LINE
- S EXISTING SEWER LINE
- GAS EXISTING NATURAL GAS LINE
- OHE EXISTING OVERHEAD ELECTRIC LINE
- S PROPOSED SEWER LINE
- W PROPOSED WATER LINE
- F PROPOSED FIRE LINE
- RIGHT-OF-WAY
- EXISTING CENTER LINE
- PROPERTY LINE
- PUE
- GB GRADE BREAK
- 100 YR WSE
- EXISTING ELECTRICAL MANHOLE
- EXISTING FIBER OPTIC STRUCTURE
- EXISTING NATURAL GAS STRUCTURE
- FLOW ARROW

C.O.C LOG No. PRE23-0030

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Suite 12000
Mesa, AZ 85210
PH: 480.582.3515
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COVER SHEET
PRICE ROAD INNOVATION CAMPUS
A PORTION OF THE WESTERN HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Date	Project Eng.
07/21/2025	TSW
Project No.	Project Mgr.
24134	TSW

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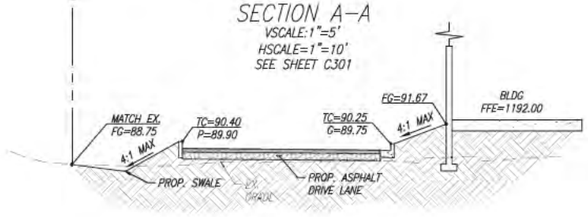
SHT: 01 OF 12
C101

P:\2024\24134\Dwg\Prelim\24134_C101.dwg Jul 21, 2025 - 11:48am TWolf

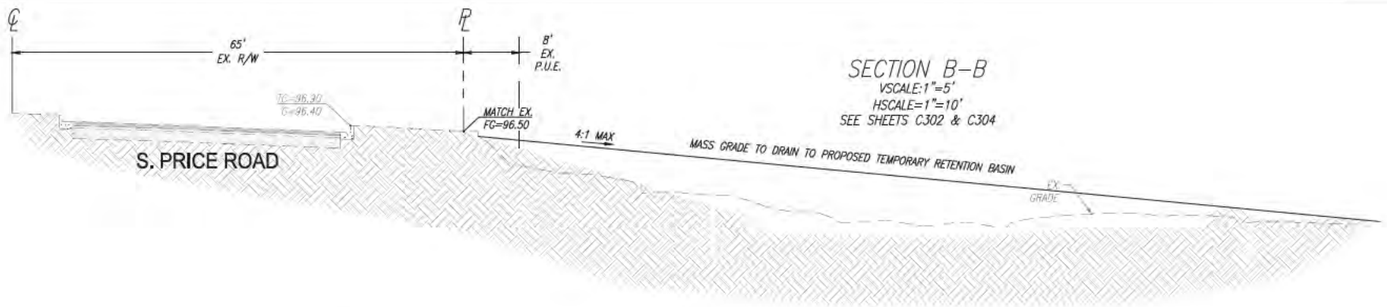
SECTION A–A

VSCALE:1"=5'
HSCALE=1"=10'
SEE SHEET C301



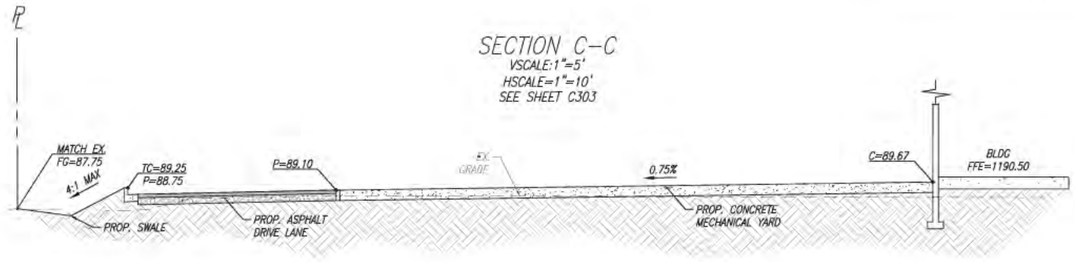
SECTION B–B

VSCALE:1"=5'
HSCALE=1"=10'
SEE SHEETS C302 & C304



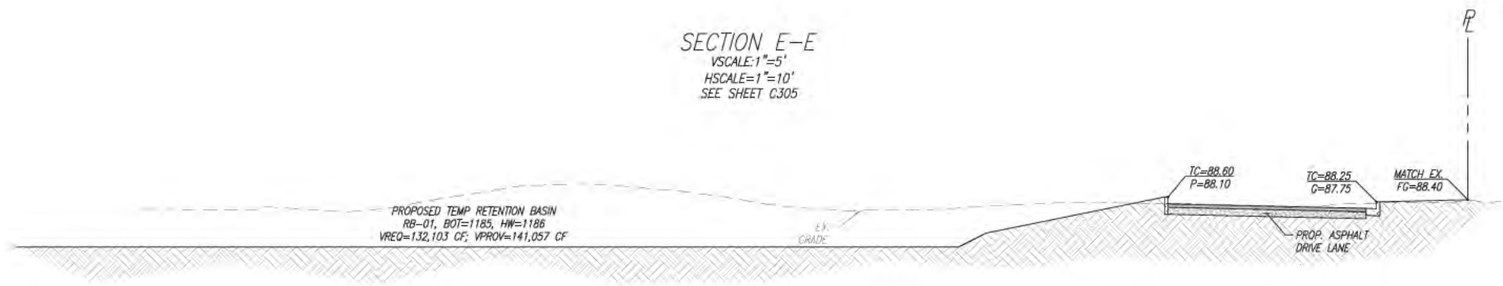
SECTION C–C

VSCALE:1"=5'
HSCALE=1"=10'
SEE SHEET C303



SECTION E–E

VSCALE:1"=5'
HSCALE=1"=10'
SEE SHEET C305



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Suite 12000
Mesa, AZ 85210
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PRELIMINARY SECTIONS

PRICE ROAD INNOVATION CAMPUS

A PORTION OF THE WESTERN HALF OF SECTION 18,
TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

Date	Project Eng.
07/21/2025	TSW
Project No.	Project Mgr.
241.34	TSW

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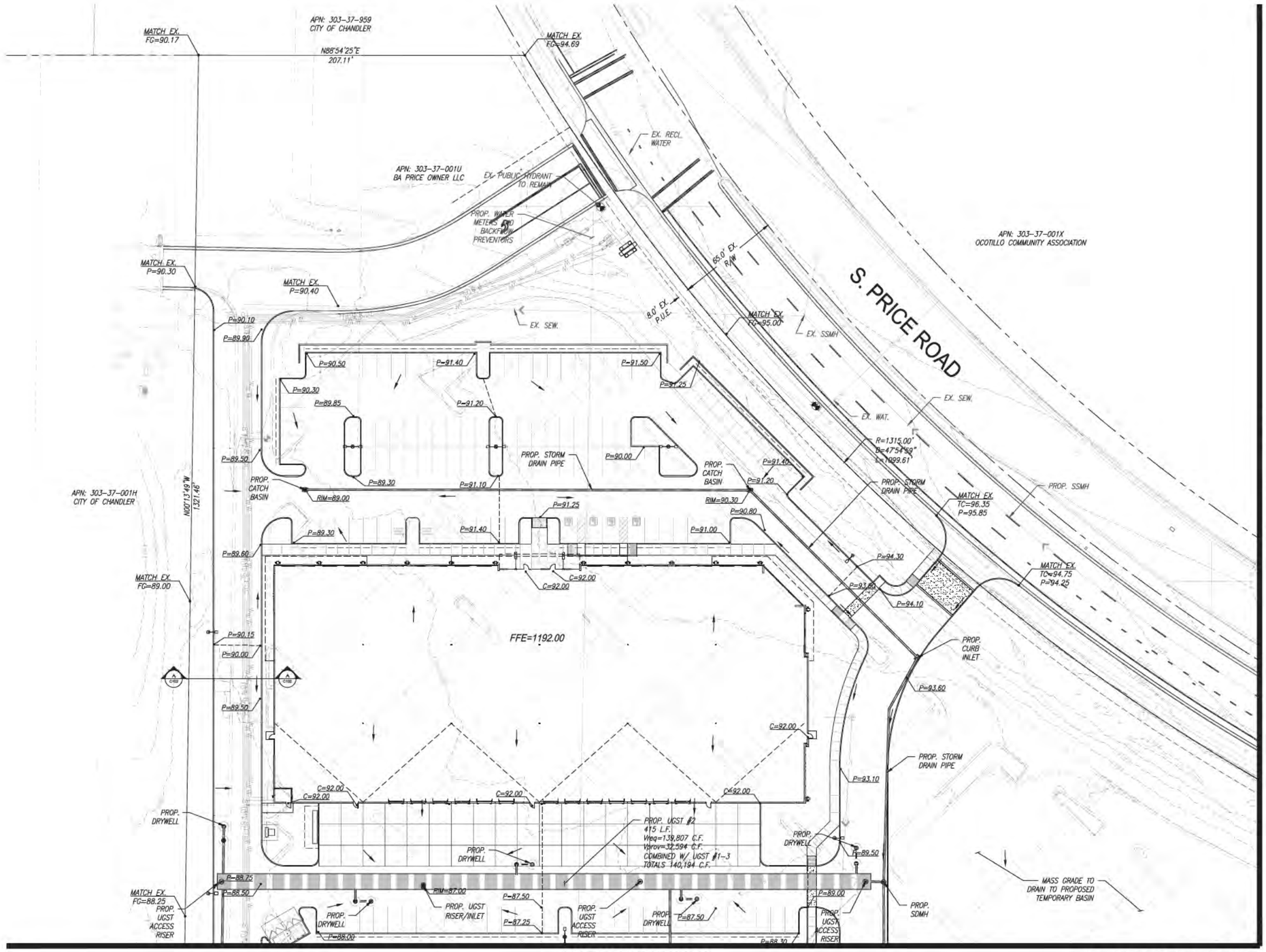
SHT: 02 OF 12
C102

P:\2024\241341\Dwg\Prelim\241.34_C102.dwg Jul 21, 2025 - 11:48am TWolf



MATCH SHEET C303

MATCH SHEET C302

NOTE: ALL EXISTING ONSITE IMPROVEMENTS WILL BE REMOVED. DEMO PLAN WILL BE PROVIDED WITH PERMIT DRAWINGS.

N

scale 30 0 30 60 feet

C.O.C LOG No. PRE23-0030

P:\2024\24134\Dwg\Prelim\24134_C301.dwg Jul 21, 2025 - 11:49am TRoe

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PH: 480.892.3513
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PRELIMINARY GRADING AND DRAINAGE PLAN
PRICE ROAD INNOVATION CAMPUS

A PORTION OF THE WESTERN HALF OF SECTION 18,
TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

Date	Project Eng.
07/21/2025	TSW
Project No.	Project Mgr.
24134	TSW

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OR RECORDING
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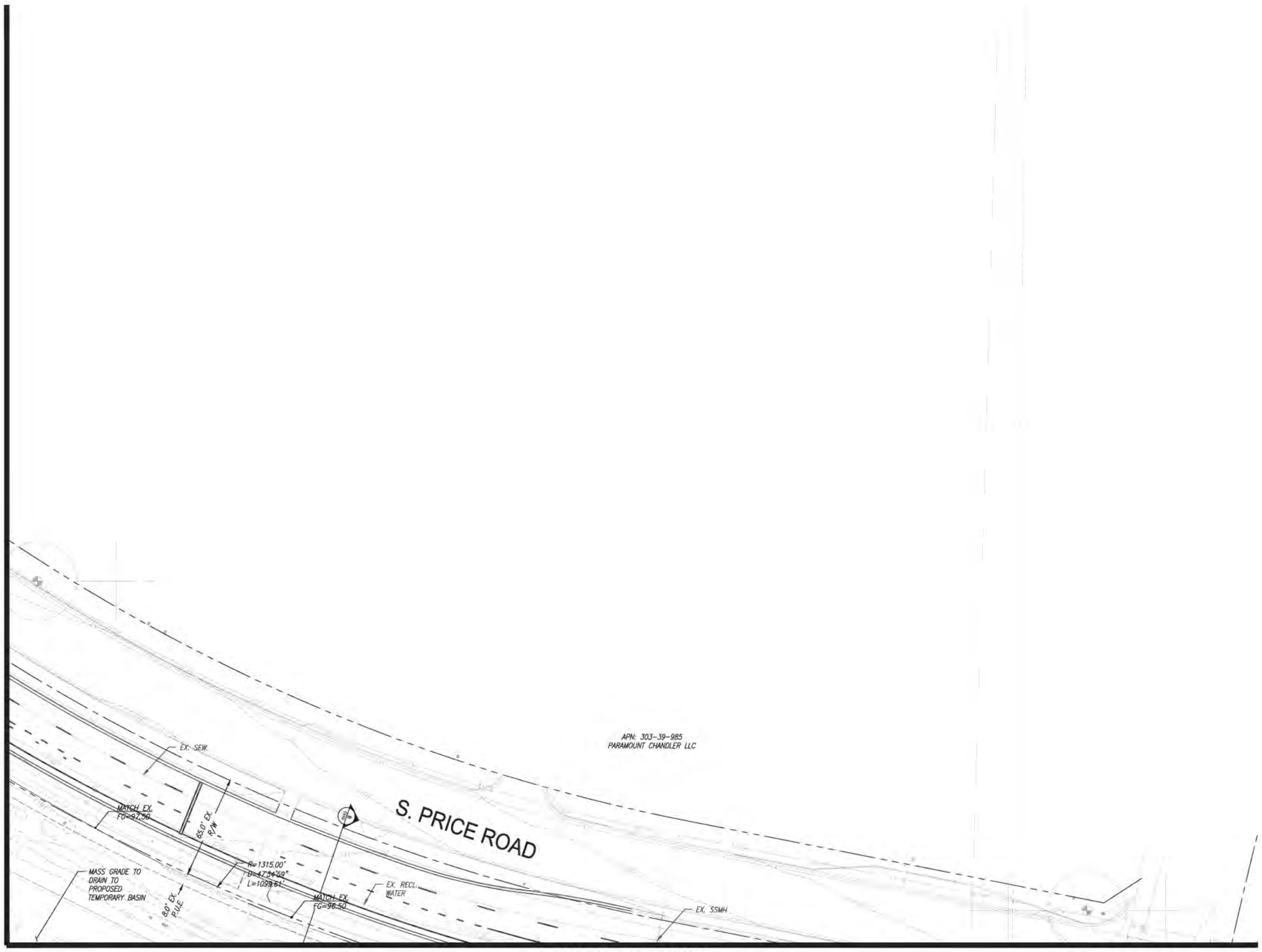
SHT: 03 OF 12
C301

MATCH SHEET C301



MATCH SHEET C304

NOTE: ALL EXISTING ONSITE IMPROVEMENTS WILL BE REMOVED. DEMO PLAN WILL BE PROVIDED WITH PERMIT DRAWINGS.

N

30 0 30 60
scale feet

C.O.C LOG No. PRE23-0030

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PRELIMINARY GRADING AND DRAINAGE PLAN

PRICE ROAD INNOVATION CAMPUS

A PORTION OF THE WESTERN HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

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1201 S. Alma School Rd.
Suite 12000
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Ph: 480.892.3519
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Date	Project Eng.
07/21/2025	TSW
Project No.	Project Mgr.
24134	TSW

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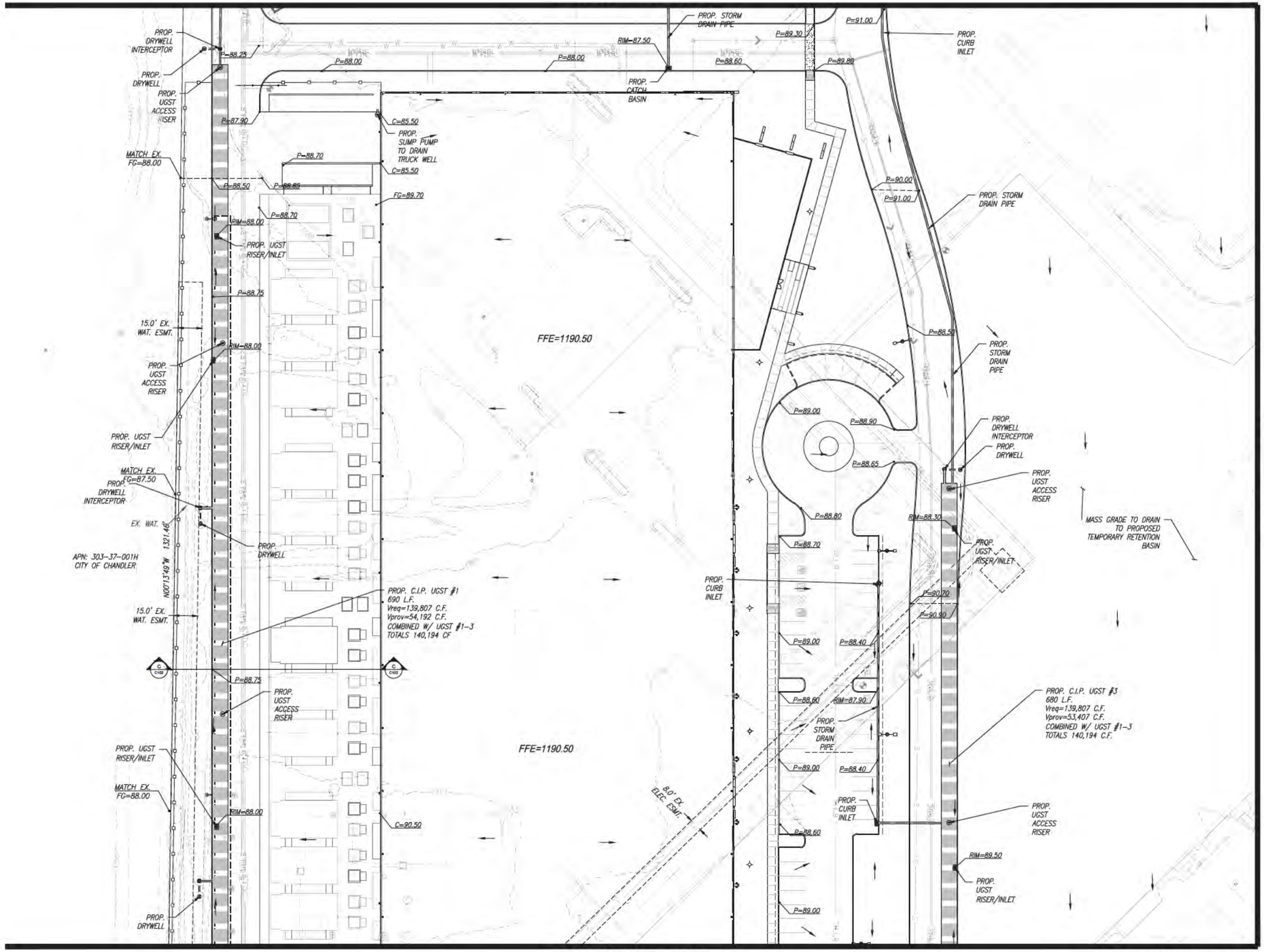
C302

MATCH SHEET C301



MATCH SHEET C304

MATCH SHEET C305

NOTE: ALL EXISTING ONSITE IMPROVEMENTS WILL BE REMOVED. DEMO PLAN WILL BE PROVIDED WITH PERMIT DRAWINGS.

30 0 30 60
scale feet

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Ph: 480.892.3313
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PRELIMINARY GRADING AND DRAINAGE PLAN
PRICE ROAD INNOVATION CAMPUS
A PORTION OF THE WESTERN HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Project No. 24134	Date 07/21/2025
Project Mgr. TSW	Project Eng. TSW

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SHT: 05 OF 12
C303

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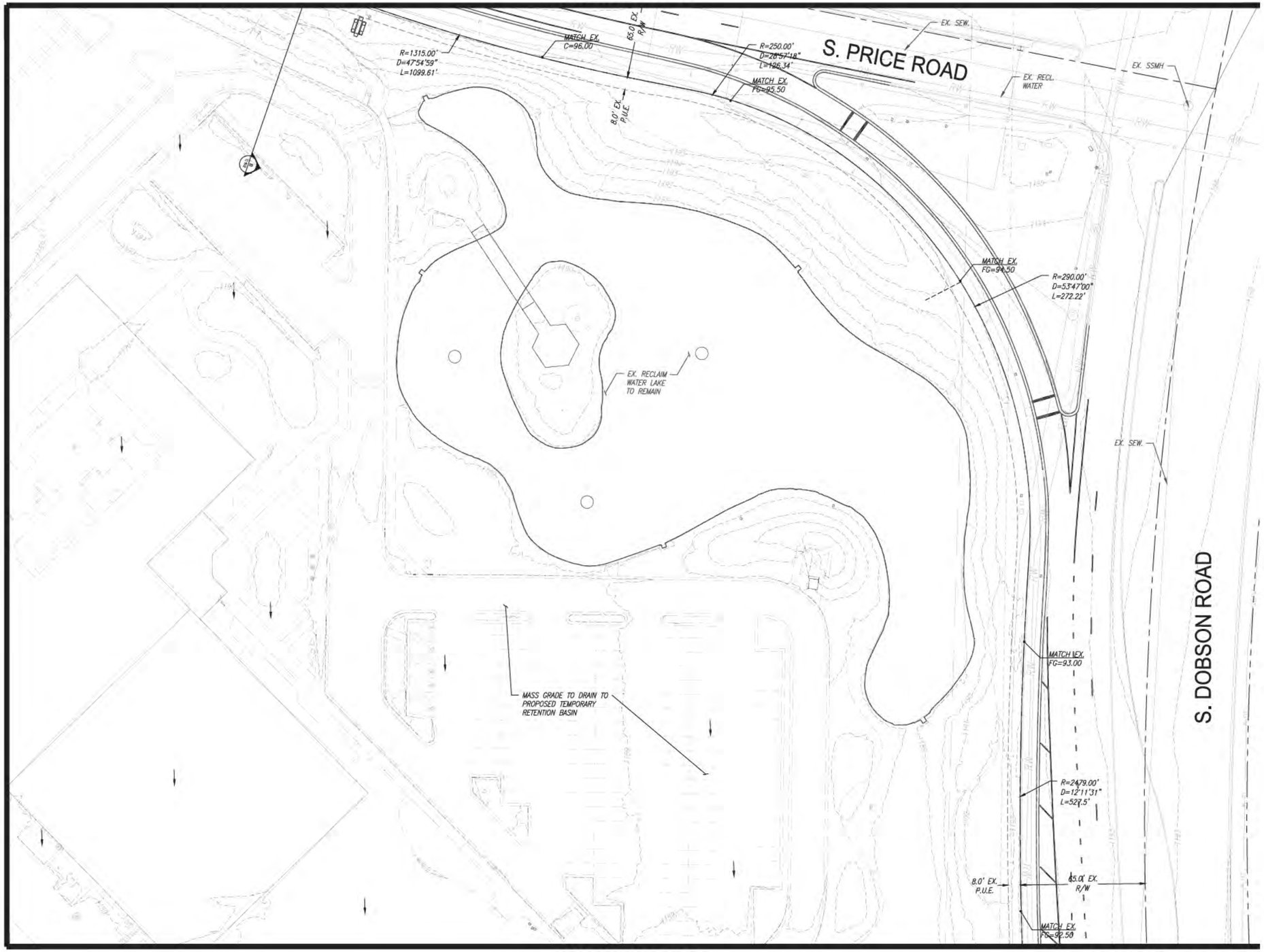
MATCH SHEET C302

MATCH SHEET C303



MATCH SHEET C306

NOTE: ALL EXISTING ONSITE IMPROVEMENTS WILL BE REMOVED. DEMO PLAN WILL BE PROVIDED WITH PERMIT DRAWINGS.

N

30 0 30 60
scale feet

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PRELIMINARY GRADING AND DRAINAGE PLAN

PRICE ROAD INNOVATION CAMPUS

A PORTION OF THE WESTERN HALF OF SECTION 18,
TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

Project No.	Date
24134	07/21/2025
Project Mgr.	Project Eng.
TSW	TSW

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C304

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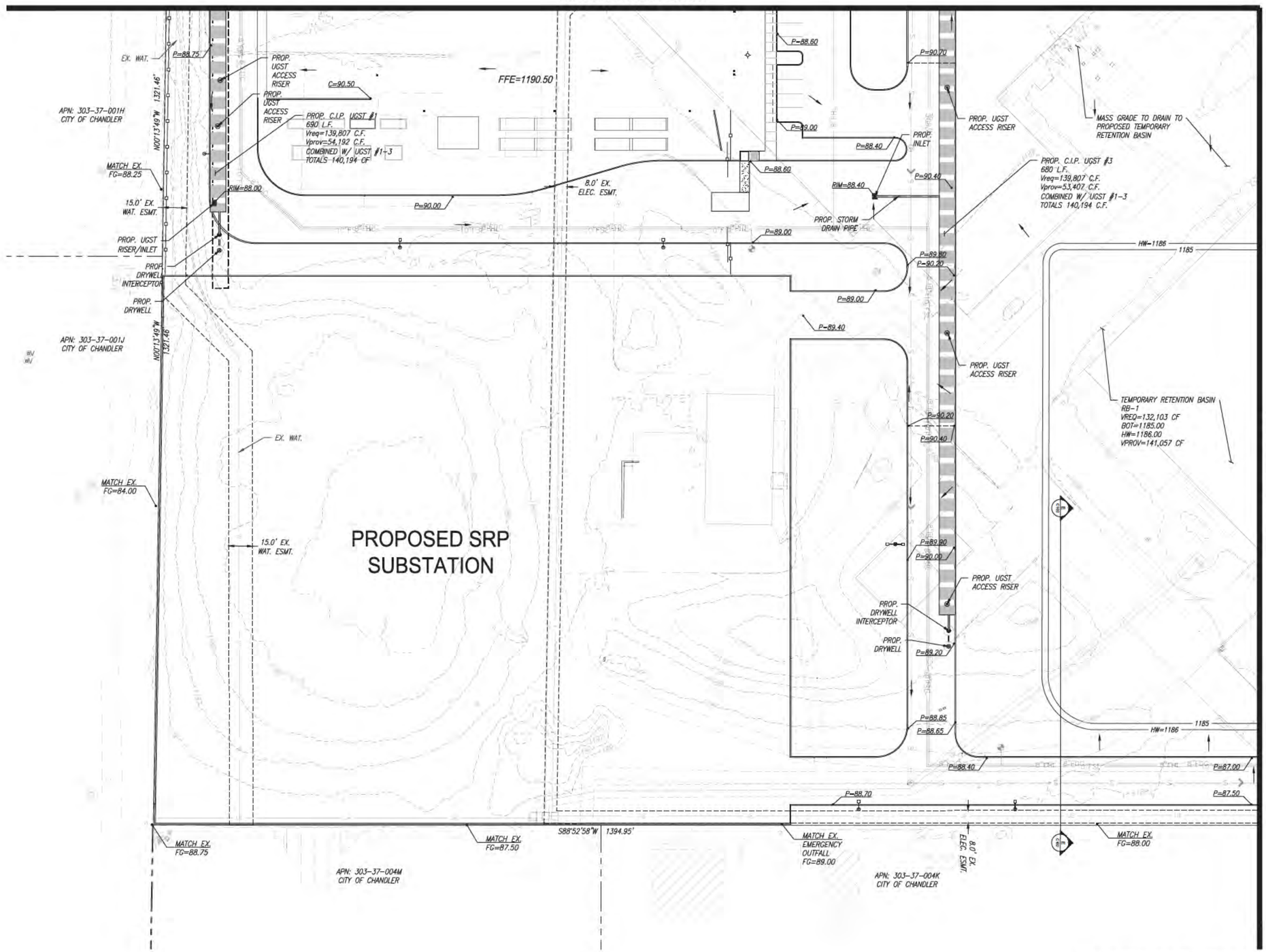

NOTE: ALL EXISTING ONSITE IMPROVEMENTS WILL BE REMOVED. DEMO PLAN WILL BE PROVIDED WITH PERMIT DRAWINGS.

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PRELIMINARY GRADING AND DRAINAGE PLAN
PRICE ROAD INNOVATION CAMPUS

A PORTION OF THE WESTERN HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Project No. 24134	Date 07/21/2025
Project Mgr. TSW	Project Eng. TSW

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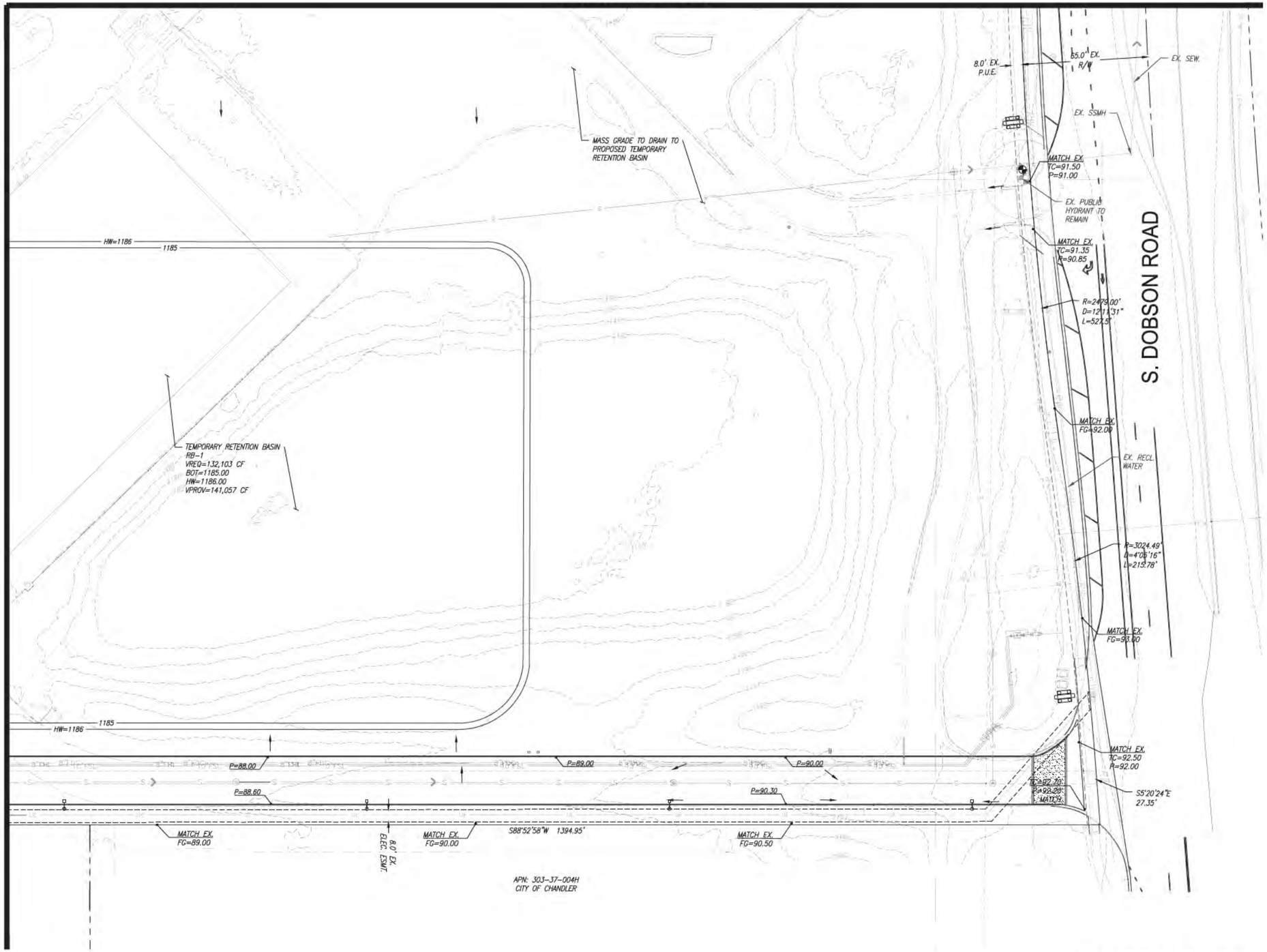
SHT: 07 OF 12
C305

C.O.C LOG No. PRE23-0030

P:\2024\24134\Dwg\Prelim\24134_C305.dwg Jul 21, 2025 - 11:50am TWolf

MATCH SHEET C304

MATCH SHEET C305



NOTE: ALL EXISTING ONSITE IMPROVEMENTS WILL BE REMOVED. DEMO PLAN WILL BE PROVIDED WITH PERMIT DRAWINGS.

scale 30 0 30 60 feet

C.O.C LOG No. PRE23-0030

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PRELIMINARY GRADING AND DRAINAGE PLAN

PRICE ROAD INNOVATION CAMPUS

A PORTION OF THE WESTERN HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Date	Project Eng.
07/21/2025	TSW
Project No.	Project Mgr.
24134	TSW

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SHT: 08 OF 12

C306

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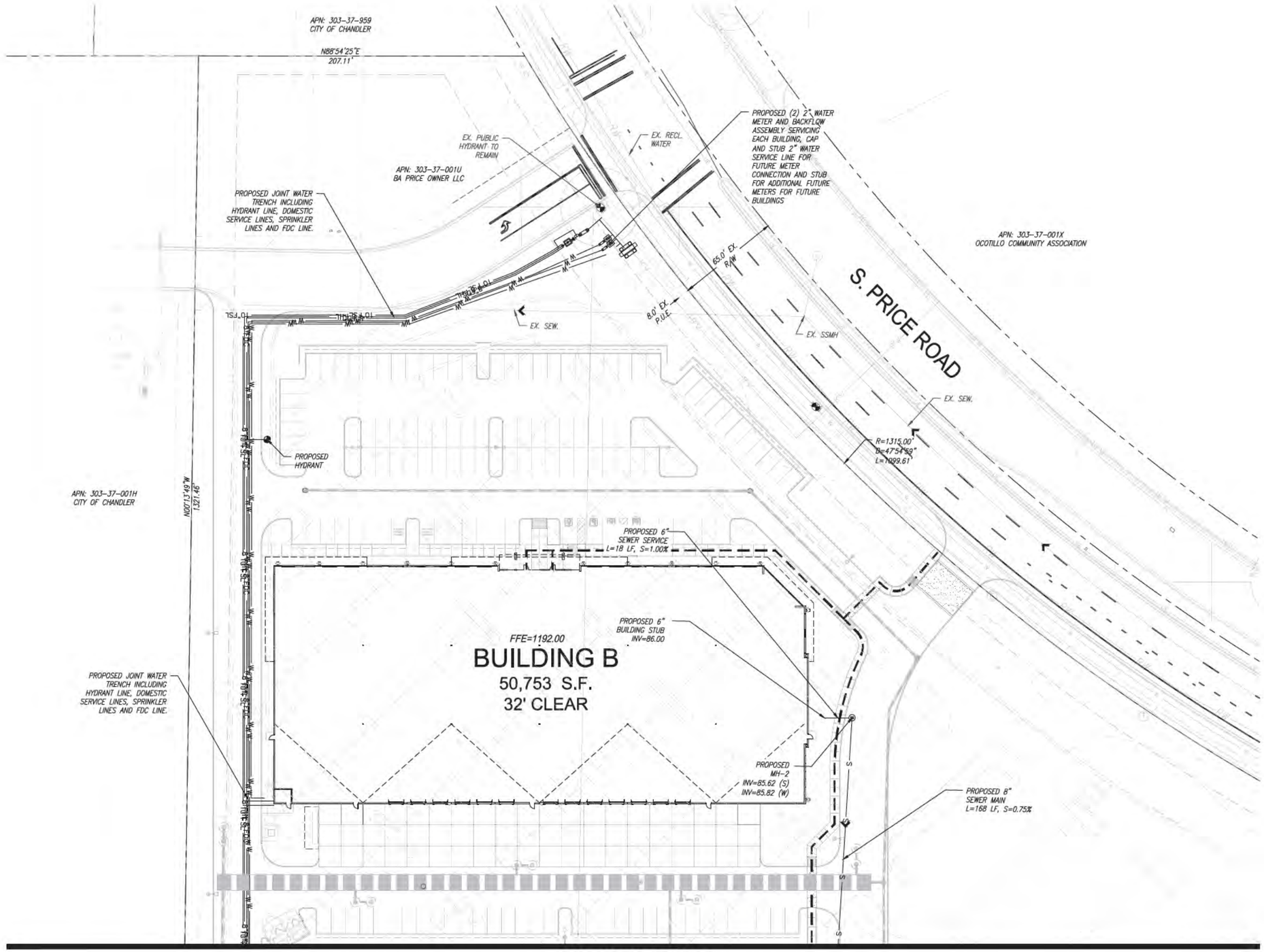

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PRELIMINARY UTILITY PLAN

PRICE ROAD INNOVATION CAMPUS

A PORTION OF THE WESTERN HALF OF SECTION 18,
TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

Project No.	Date
24134	07/21/2025
Project Mgr.	Project Eng.
TSW	TSW

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SHT: 09 OF 12
C401

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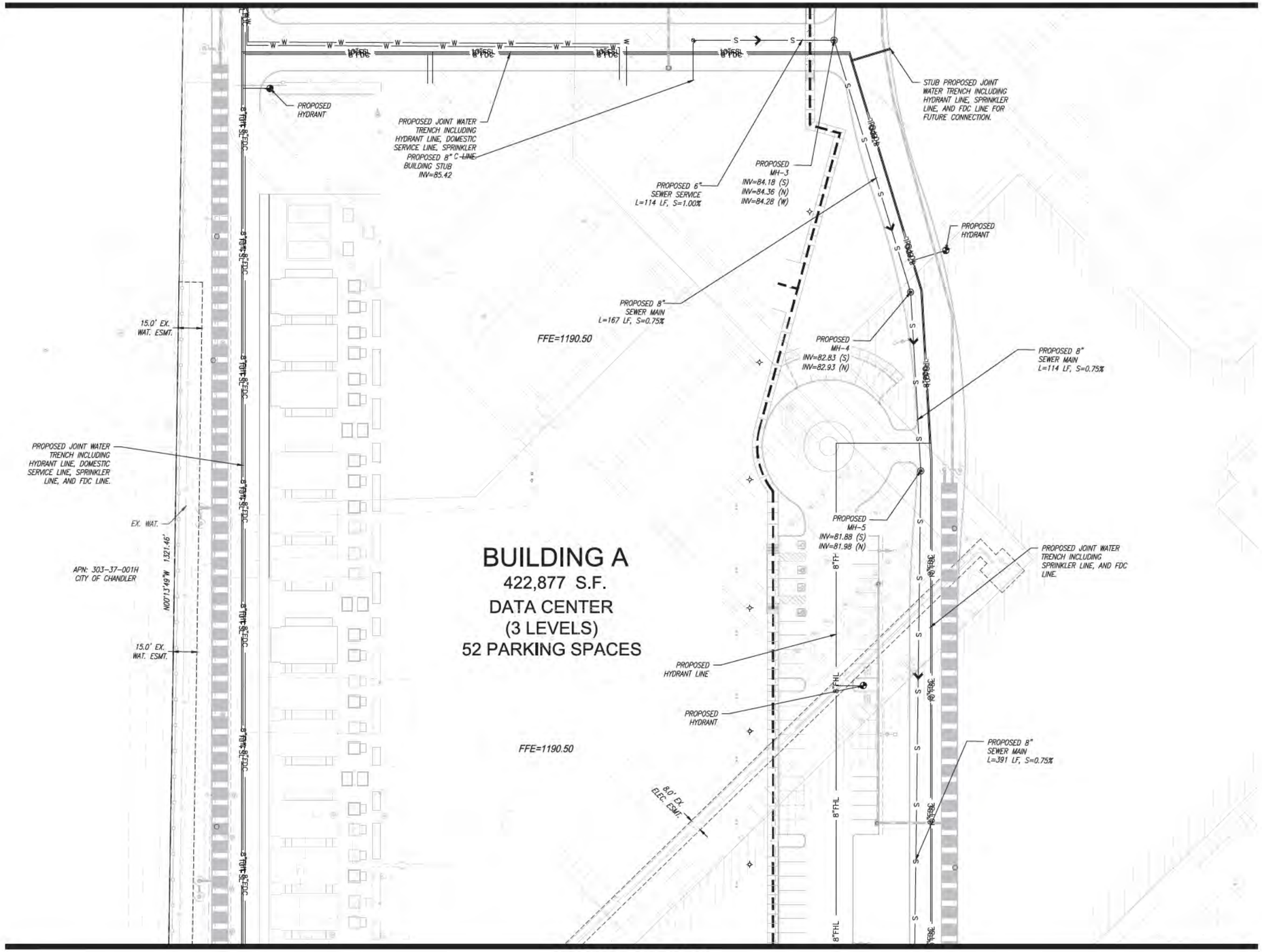
MATCH SHEET C401



MATCH SHEET C403

N

30 0 30 60
scale feet

C.O.C LOG No. PRE23-0030

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PRELIMINARY UTILITY PLAN

PRICE ROAD INNOVATION CAMPUS

A PORTION OF THE WESTERN HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Project No.	Date	Project Eng.
24134	07/21/2025	TSW
Project Mgr.		
TSW		

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SHT: 10 OF 12
C401

P:\2024\24134\Dwg\Prelim\24134_C403.dwg Jul 21, 2025 - 11:51am TWolf

MATCH SHEET C402

EX. WAT.

APN: 303-37-001H
CITY OF CHANDLER

N00°13'49"W 1321.46'

15.0' EX. WAT. ESMT.

FFE=1190.50

PROPOSED JOINT WATER TRENCH INCLUDING HYDRANT LINE, SPRINKLER LINE, AND FDC LINE.

8.0' EX. ELEC. ESMT.

PROPOSED MH-6
INV=78.85 (S)
INV=78.95 (N)

8"FHL

10 FSL

PROPOSED HYDRANT

PROPOSED 8" SEWER MAIN
L=403 LF, S=0.75%

APN: 303-37-001J
CITY OF CHANDLER

N00°13'49"W 1321.46'

EX. WAT.

15.0' EX. WAT. ESMT.

PROPOSED SRP SUBSTATION

PROPOSED JOINT WATER TRENCH INCLUDING HYDRANT LINE, SPRINKLER LINE, AND FDC LINE.

PROPOSED MH-7
INV=75.63 (E)
INV=75.83 (N)

PROPOSED 8" SEWER MAIN
L=366 LF, S=0.75%

PROPOSED HYDRANT

8"FDC

10 FSL

8"FHL

S88°52'58"W 1394.95'

8.0' EX. ESMT.

PROPOSED JOINT WATER TRENCH INCLUDING HYDRANT LINE, SPRINKLER LINE, AND FDC LINE.

APN: 303-37-004M
CITY OF CHANDLER

APN: 303-37-004K
CITY OF CHANDLER

MATCH SHEET C404

N

30 0 30 60
scale feet

C.O.C LOG No. PRE23-0030

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PRELIMINARY UTILITY PLAN

PRICE ROAD INNOVATION CAMPUS

A PORTION OF THE WESTERN HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Date	Project Eng.
07/21/2025	TSW
Project No.	Project Mgr.
24134	TSW

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SHT: 11 OF 12
C403

MATCH SHEET C403

S. DOBSON ROAD

8.0' EX. P.U.E.

65.0' EX. R/W

EX. SEW.

EX. SSMH

STUB PROPOSED 8" SEWER MAIN FOR FUTURE CONNECTION

PROPOSED MH-01
INV=64.3± (E)
INV=64.80 (W,N)
INV=66.86 (S)

EX 8" SEWER MAIN
L=167 LF, S=0.33%

EX. PUBLIC HYDRANT TO REMAIN

EX MANHOLE MH-1
EX INV=63.90 (N,S,W)

PROPOSED 8" SEWER MAIN
L=306 LF, S=0.60%

R=2479.00'
D=12°11'31"
L=527.5'

EX 8" SEWER MAIN
L=113 LF, S=0.33%

EX. RECL. WATER

PROPOSED MH-11
INV=68.70(N)
INV=68.80 (S)

R=3024.49'
D=4°05'16"
L=215.78'

PROPOSED 8" SEWER MAIN
L=82 LF, S=0.60%

PROPOSED MH-8
INV=72.78 (E)
INV=72.88 (W)

PROPOSED 8" SEWER MAIN
L=277 LF, S=0.75%

PROPOSED MH-9
INV=70.60 (E)
INV=70.70 (W)

STUB PROPOSED HYDRANT LINE, SPRINKLER LINE, AND FDC LINE FOR FUTURE CONNECTION

PROPOSED JOINT WATER TRENCH INCLUDING HYDRANT LINE, SPRINKLER LINE, AND FDC LINE.

STUB FOR FUTURE METER AND BACKFLOW ASSEMBLIES FOR FUTURE BUILDINGS

S5°20'24"E 27.35'

S88°52'58"W 1394.95'

8.0' EX. ESMT

PROPOSED 8" SEWER MAIN
L=202 LF, S=0.60%

PROPOSED MH-10
INV=69.29 (N)
INV=69.39 (W)

APN: 303-37-004H
CITY OF CHANDLER

30 0 30 60
scale feet

C.O.C LOG No. PRE23-0030

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PRELIMINARY UTILITY PLAN

PRICE ROAD INNOVATION CAMPUS

A PORTION OF THE WESTERN HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Date	Project Eng.
07/21/2025	TSW
Project No.	Project Mgr.
24134	TSW

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PRELIMINARY
OR RECORDING
BID AT RISK

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SHT: 12 OF 12
C404

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TAB J



LEGEND

EXISTING LAKE LAYOUT 66,970 S.F.

DELETED LAKE PORTION
5,274 S.F.

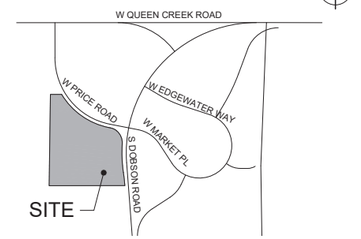
NEW LAKE LAYOUT
61,696 S.F.

LAKE REDUCTION EXHIBIT

0 15' 30' 60'

SCALE: 1" = 30'

VICINITY MAP



PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

ACTIVE INFRASTRUCTURE

REGISTERED ARCHITECT
CERTIFICATE NO.
49330
KOREY S. WILKES
09-12-25
Date Signed
ARIZONA, U.S.A.

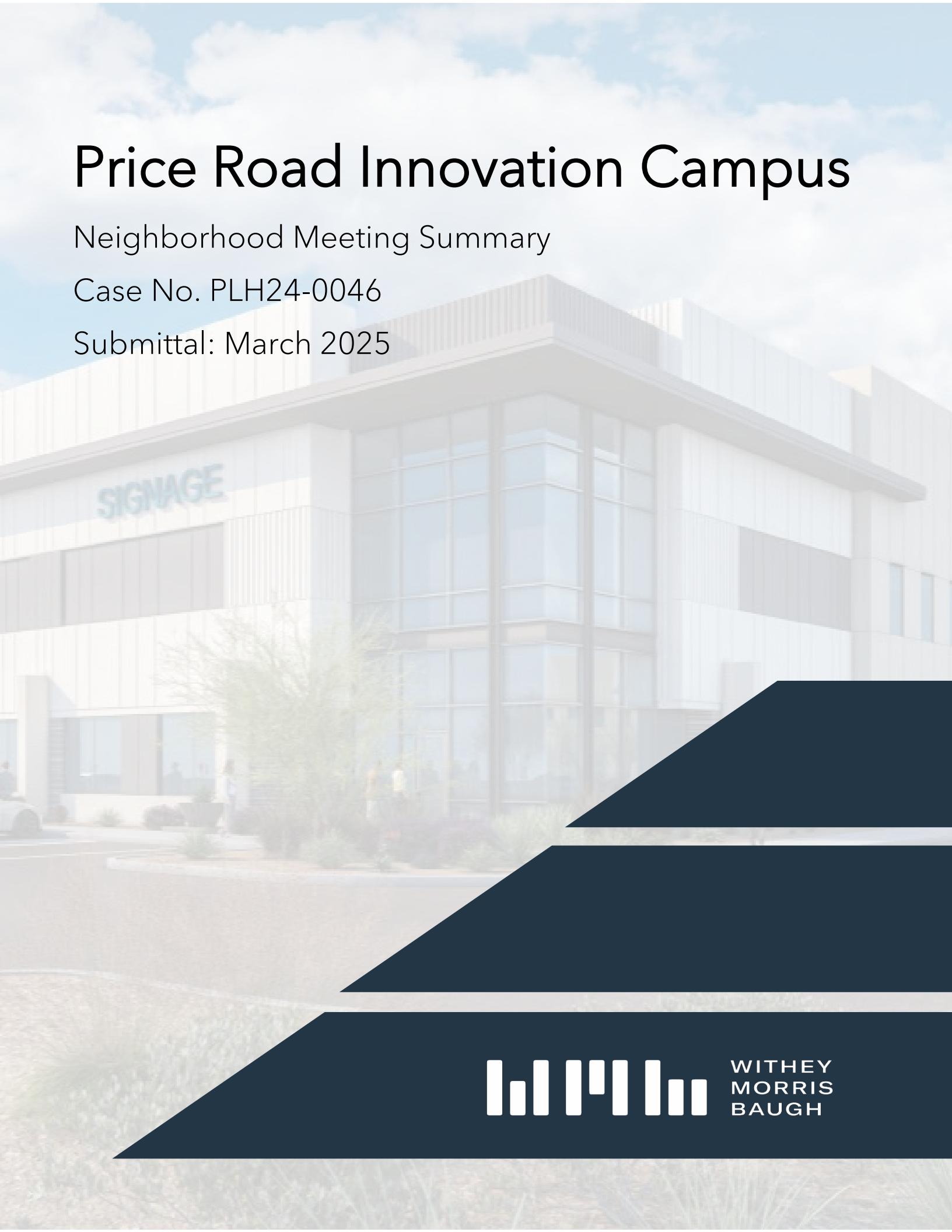
Project No.: 24065_ST13

Issue Date: 09-12-2025

Title:

LRE-1

Butler Design Group, Inc
architects & planners



Price Road Innovation Campus

Neighborhood Meeting Summary

Case No. PLH24-0046

Submittal: March 2025

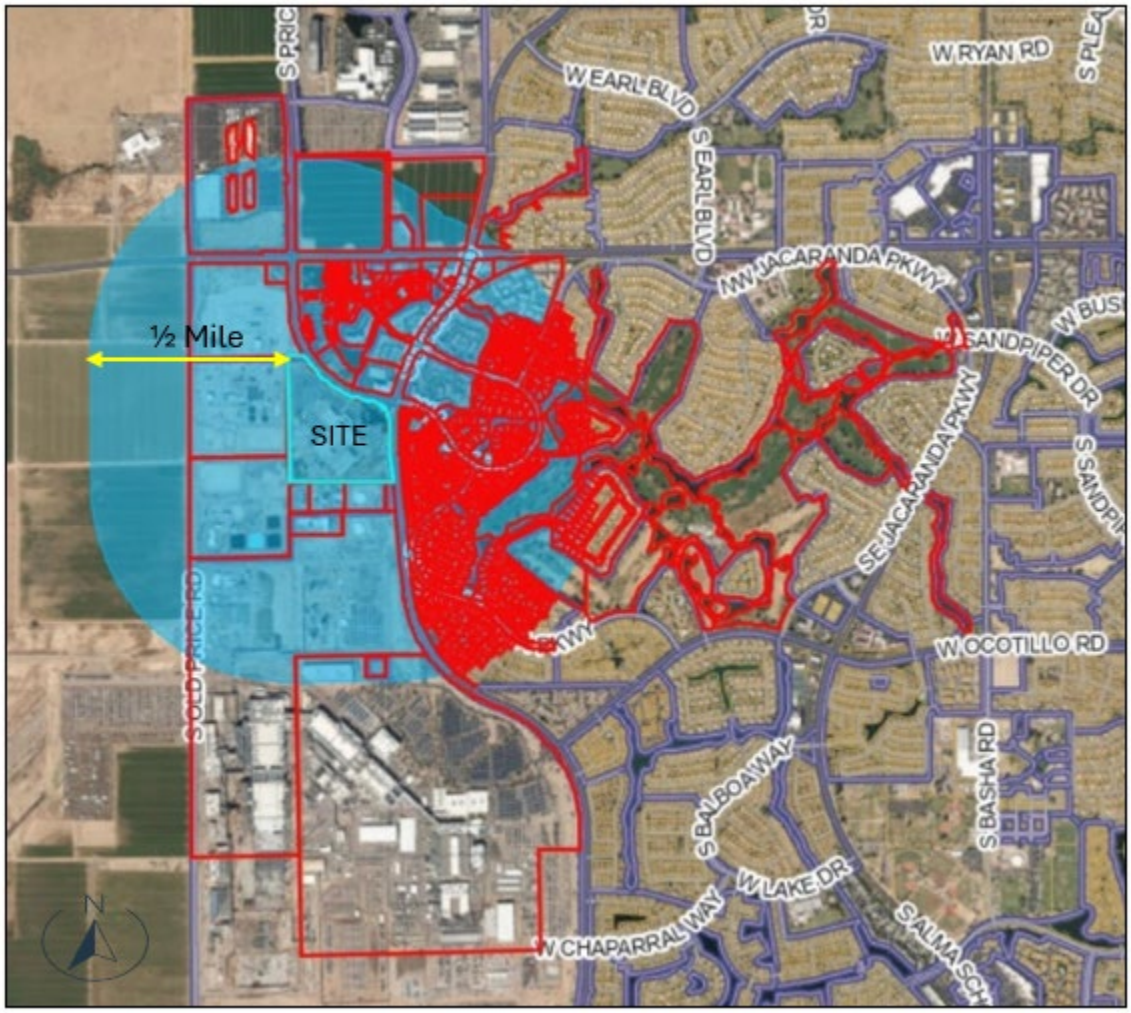
WITHEY
MORRIS
BAUGH

A. Details and Techniques Used to Involve the Public

The required neighborhood meetings for the Price Road Innovated Campus ("PRIC" or the "Project") (Case No. PLH24-0046) were held at Jacobson Elementary School, Multi-Purpose Room, 1515 NW Jacaranda Pkwy, Chandler, AZ, 85248 on February 26, 2025 and March 3, 2025, at 6:00 PM, in accordance with the City's Zoning Code requirements.

B. Notification Details

The neighborhood meetings were noticed in accordance with the City's Zoning Code requirements for rezonings involving a mid-rise overlay and data center uses. The notifications consisted of a mailed notification and site posting, both completed on or before February 11, 2025 (see ***Tab 1***, Notification Letter and ***Tab 2***, Site Posting Affidavit), as well as digital notices by the City of Chandler. The applicant mailed the required notification to 965 applicable property owners and registered neighborhood organizations (see ***Tab 3***, Mailing List) located within a half mile radius of the Property, as depicted below.



C. Summary of Neighborhood Meeting #1

The first neighborhood meeting, held on February 26, 2025, began at approximately 6:00pm and ran until approximately 7:15pm. According to the sign-in sheets (attached at ***Tab 4***), there were approximately nine (9) neighbors or interested parties, including a representative from the Ocotillo Management Group, that attended the initial meeting.

The applicant commenced the neighborhood meeting by providing an introduction of the development team and an overview of the history of the Property. The applicant discussed site challenges, land use trends and suitability of land uses for the subject site given the area's context. The applicant then discussed the scope of the rezoning request and provided an overview of the proposed development, including a discussion regarding architectural design and building heights, site layout and operational functions. Finally, an overview was provided regarding the city's rezoning process and timing for development.

The attendees were generally supportive and encouraging of the proposal with the exception of one individual who repeated the speaking points identical to staff's internal memo dated February 21, 2025. She admitted that her comments were based on her conversation with staff prior to attending the meeting. Nobody else at that first meeting shared her sentiments.

After the applicant's presentation, general comments from attendees focused on: (1) utility infrastructure; (2) substation design; (3) solar capabilities; (4) data center operations and screening; (5) potential uses; (6) the present site conditions and ongoing vacancy; and (7) public benefits. The applicant responded to attendee comments as outlined below:

1. Utility Infrastructure

One of the neighborhood meeting attendees had expressed that she had spoken with members of City of Chandler staff regarding the proposal and had concerns about power sources and water availability. The applicant confirmed that the proposed data center would be air-cooled, thus no potable water would be used for the data center outside of domestic services such as handwashing, showers for employees and similar functions. Further, it was discussed that the applicant continues to work with SRP through its process to determine power capacity and project-specific mitigation. The applicant advised that SRP confirmed during an in-person meeting earlier in the day that it was too early to determine any facility locations or requirements to provide electricity to the site, or if the project will trigger any mitigation requirements. The applicant stated they will continue to work with SRP through the demand and design phase to mitigate impacts. There was further discussion regarding the existing facilities along Old Price Road and the potential to tap into those facilities.

2. Substation Design

A concern was raised by an attendee regarding the scale of a proposed substation. Specifically, the attendee wanted to confirm the difference between the proposed Project's substation and the existing substation at the southwest corner of Price Road and Germann Road. The applicant advised that the size of the Project's substation is a fraction of the size of the referenced substation, and further explained the proposed screening elements for the substation including via buildings,

landscaping and screen walls. The applicant advised attendees that the proposed substation should not be visible from adjacent right-of-way once the Project is complete.

3. Solar Capabilities

An attendee inquired whether solar power was an option for the site. The applicant advised that it is possible solar could be provided on carports, however that would be per tenant demand. Furthermore, the structural design for Buildings B-G includes additional load capacity to support roof mounted solar arrays.

4. Data Center Operations and Screening

One of the attendees wanted to confirm the difference between the proposed data center and other nearby data centers, in addition to any screening or mitigation measures. The applicant confirmed that the proposed data center would be air-chilled rather than water chilled, which reduces overall impacts. It was further discussed that the Project would be required to comply with the City of Chandler's data center ordinance, including noise limits, and pre- and post-development noise monitoring and reporting, along with other city requirements. The applicant discussed screening and confirmed that in many locations, the site is well below grade of the adjacent roadways, thus building height and views into the site are mitigated. It was further discussed that the proposed data center building is located adjacent to city facilities which may mitigate some of the noxious impacts of those facilities as well. Finally, the applicant discussed how the design of the data center is consistent with a high-quality office design, similar to other nearby projects, and incorporates meaningful setbacks.

5. Potential Uses

A question was raised regarding the types and nature of tenants for the building. The applicant described that the majority of buildings are designed as research and development buildings with parking ratios that could support those uses as well as possible mezzanine capabilities. The applicant further discussed that the proposed site plan, with very limited dock or at-grade door capabilities, would not be conducive to more industrial land use types. It was further discussed that, through the PAD zoning, land uses would be limited through regulatory means.

6. Present Conditions

A question was asked about the condition of the building and prior leasing efforts. The applicant explained how the property condition is functionally obsolete for today's modern tech user. The property has been marketed consistently since it was abandoned in 2018, and no legitimate user can repurpose the existing building. Additionally, the surrounding site conditions, including the odor from the City's adjacent sewer treatment plant, have been a deterrent to re-tenanting the building.

7. Public Benefits

The topic of public benefits was discussed, including anticipated water reductions compared to the existing site generation; creating hundreds of high quality jobs, significant fiscal and economic impacts for the City and beyond; as well as the creation of a buffer with the built environment from

the City's facilities. Several residents were complimentary of the Project and communicated that the proposed development is a significant improvement over the existing building.

The applicant concluded the meeting by providing attendees with applicant contact information and a discussion regarding next steps, including a potential follow-up meeting should any major changes occur.

D. Summary of Neighborhood Meeting #2

The second neighborhood meeting, held on March 3, 2025, began at approximately 6:00pm and ran until approximately 7:00pm. According to the sign-in sheets (attached at **Tab 5**), there were approximately twelve (12) neighbors or interested parties that attended the second meeting, including representatives from the Ocotillo Community Associate Board of Directors and the Siena at Ocotillo Homeowners Association Board of Directors. Similar to the initial meeting, the applicant provided an introduction of the development team, as well as an overview of the site history and Project proposal.

After the applicant's presentation, general questions were raised regarding: (1) building height; (2) data center operations and anticipated hours of operation; (3) noise standards; (4) job generation; (5) traffic generation; (6) processing and Project timeline; (7) power demand; and (8) site plan design. The applicant responded to attendee comments as outlined below:

1. Building height

One of the attendees raised a question about building height and how the community could be certain about the location of increased building heights and where they would occur on site. The applicant provided context regarding the existing building height, confirming the existing buildings were up to approximately fifty feet tall, and then discussed the proposed building heights, emphasizing that Building A (the data center) is located adjacent to city facilities and is intentionally placed at that location as a buffer for the unsightly activities occurring to the west and south. It was further discussed that building height would be limited in height and location per the PAD and PDP. The applicant also discussed that, in many locations, the site is at a lower grade than adjacent right-of-way and together with the distance from right-of-way, building height is mitigated. Several attendees were complimentary of the site design and mitigation efforts.

2. Data center operations and hours

Attendees raised questions regarding air-chilled data center facilities and hours of operation. The applicant advised there are several examples of air-chilled data center facilities within the Phoenix valley, including in Mesa. It was also confirmed there will likely be three (3) shifts for the data center, and that hours would be 24-7 due to the nature of the use.

3. Noise standards

Attendees raised concerns regarding existing noise within the immediate area (from the Intel facility). The applicant advised that the data center use would be required to comply with the City's newly adopted data center ordinance, which provides mitigation and protections for the neighborhood. There was a discussion about the City's requirements including maximum sound requirements,

monitoring and on-site liaison requirements, among others. The applicant also discussed that the site, by design, orients the data center use adjacent to existing city facilities as a means to mitigate externalities.

4. Job generation

The applicant confirmed an economic impact study has been undertaken and is in draft form. The economic and fiscal analysis predicts that the proposed development may create 600 to 800 direct jobs, and 1300 direct, indirect and induced jobs, which is a benefit for the area in light of recent layoffs by other employers along the Price Road Corridor.

5. Traffic generation

Some attendees asked about traffic generation, citing recent increases in vehicular traffic incidents in the area. The applicant discussed that, compared to the existing entitlement and historical operations for the site, the proposed Project is expected to generate less daily and peak hour trips than what is entitled today. Further, it was discussed that contemplated street improvements adjacent to the Project will assist with mitigation of issues adjacent to the site, such as potential removal of the pedestrian crossing west of the Price Road and Dobson Road intersection, which is a source of conflict for the area. Lastly, a resident expressed their support for the project and its associated traffic as they perceive that traffic speeds along Price Road and southbound Dobson Road will decrease as this site is re-occupied and normal traffic pattern resumes (as opposed to the empty building).

6. Processing and project timeline

Some of the attendees were interested in the entitlement and development timeline. The applicant advised that the timing for rezoning is targeted for a summer timeframe, and following rezoning, the construction document review process is likely to take six (6) months, followed by demolition and construction of specific buildings, which will be established in working with the City. The applicant advised that the data center portion of the development is anticipated to be operating within approximately three (3) years.

7. Power demand

One attendee had questions regarding power demand. The applicant advised that SRP anticipates completing their load study in May and that SRP confirmed during an in-person meeting on February 26, 2025, that it could not confirm what, if any, improvements or mitigation would be required due to this project. The applicant stated that they requested SRP serve the property from their existing equipment on Old Price Road.

8. Site plan design

Several neighborhood meeting attendees, including primarily residents, were complimentary of the thoughtful site design, and communicated their excitement and well wishes for improvements to the site. Two attendees asked if the applicant had any concerns with the marketability of the project given the persistent noxious odors emanating from the adjacent Chandler Water Reclamation

Facility, which in their opinion has become unbearable in the neighboring community. The applicant responded that the data center and flex warehouse buildings were intentionally planned on the west side as it is anticipated the occupants of those buildings would be less irritated than the occupants of the other buildings. However, given their recent experience while on-site and in the surrounding community, the applicant also stated they too were concerned about the odor's potential negative impacts on attracting tenants to the property.

The applicant concluded the meeting by providing attendees with the applicant's contact information and a discussion regarding next steps, including a potential follow-up meeting should any major changes occur.

E. Support

In response to the applicant's written notification to property owners, two (2) letters of support have been received by the applicant. See **Tab 6**.

F. Conclusion

The applicant will continue to be available to discuss the proposal with interested neighbors and stakeholders through the process.

SIGN-IN

ACTIVE INFRASTRUCTURE

SOUTHWEST CORNER OF PRICE ROAD AND DOBSON ROAD, CHANDLER, AZ.

NEIGHBORHOOD OPEN HOUSE MEETING

FEBRUARY 26TH, 2025 – 6:00 PM – JACOBSON ELEMENTARY SCHOOL – MULTI-PURPOSE ROOM– 1515 NW JACARANDA PKWY, CHANDLER, AZ 85248.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
JACK SELLERS	[redacted]	[redacted]	[redacted]
Karl Kemmer	[redacted]	[redacted]	[redacted]
Carolina Venot	[redacted]	[redacted]	[redacted]
Mike Peters			

SIGN-IN

ACTIVE INFRASTRUCTURE

SOUTHWEST CORNER OF PRICE ROAD AND DOBSON ROAD, CHANDLER, AZ.

NEIGHBORHOOD OPEN HOUSE MEETING

FEBRUARY 26TH, 2025 – 6:00 PM – JACOBSON ELEMENTARY SCHOOL – MULTI-PURPOSE ROOM– 1515 NW JACARANDA PKWY, CHANDLER, AZ 85248.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Beverly Miller	[redacted]		
Jose Suarez-Cabrera	[redacted]	[redacted]	[redacted]

SIGN-IN

ACTIVE INFRASTRUCTURE

SOUTHWEST CORNER OF PRICE ROAD AND DOBSON ROAD, CHANDLER, AZ.

NEIGHBORHOOD OPEN HOUSE MEETING

FEBRUARY 26TH, 2025 – 6:00 PM – JACOBSON ELEMENTARY SCHOOL – MULTI-PURPOSE ROOM– 1515 NW JACARANDA PKWY, CHANDLER, AZ 85248.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
[redacted]	[redacted]	[redacted]	[redacted]
Lois Shugarr	[redacted]	[redacted]	—

SIGN-IN

ACTIVE INFRASTRUCTURE

SOUTHWEST CORNER OF PRICE ROAD AND DOBSON ROAD, CHANDLER, AZ.

NEIGHBORHOOD OPEN HOUSE MEETING

FEBRUARY 26TH, 2025 – 6:00 PM – JACOBSON ELEMENTARY SCHOOL – MULTI-PURPOSE ROOM– 1515 NW JACARANDA PKWY, CHANDLER, AZ 85248.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Nadine Mathews	[redacted]	[redacted]	

SIGN-IN

ACTIVE INFRASTRUCTURE

SOUTHWEST CORNER OF PRICE ROAD AND DOBSON ROAD, CHANDLER, AZ.

NEIGHBORHOOD OPEN HOUSE MEETING

MARCH 3RD, 2025 – 6:00 PM – JACOBSON ELEMENTARY SCHOOL – MULTI-PURPOSE ROOM– 1515 NW JACARANDA PKWY, CHANDLER, AZ 85248.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Keldy Winters	[redacted]		[redacted]
ADAM BOST	[redacted]	[redacted]	[redacted]
JEFF STICKELMAN	[redacted]	[redacted]	[redacted]
Michael Rutzel	[redacted]	[redacted]	
Deborah Mathers	[redacted]		[redacted]

SIGN-IN

ACTIVE INFRASTRUCTURE

SOUTHWEST CORNER OF PRICE ROAD AND DOBSON ROAD, CHANDLER, AZ.

NEIGHBORHOOD OPEN HOUSE MEETING

MARCH 3RD, 2025 – 6:00 PM – JACOBSON ELEMENTARY SCHOOL – MULTI-PURPOSE ROOM– 1515 NW JACARANDA PKWY, CHANDLER, AZ 85248.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Tracy Bork	[redacted]	[redacted]	[redacted]
Tobin Frisinger	[redacted]	[redacted]	[redacted]
KAY CORNELIUS	[redacted]	[redacted]	[redacted]
Cory Whyte	[redacted]	[redacted]	[redacted]
B. Hangar	[redacted]		
Phil Bramsen	[redacted]	[redacted]	[redacted]
Gabe Cortez	[redacted]		

TAB 6

letter of support from local residents.

G. Adam Baugh, Esq.
Withey Morris Baugh, PLC
2525 E. Arizona Biltmore Circle, Ste A-212
Phoenix, AZ 85016
602-230-0600 Main
602-346-4603 Direct




Check out our podcast: Dirt to Development



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From: Steven Pickard <[redacted]>
Sent: Sunday, February 23, 2025 11:20 AM
To: Adam Baugh <adam@wmbattorneys.com>
Subject: Case No. PLH24-0046

As a local resident of 29 years and one who has also visited the building as a Motorola employee, I know the long-term eye sore this site has been and the need to “start from scratch”.

Based on the information in the mailer regarding the property, you have my support.

Regards,

Steve

Cell: [redacted]
2101 W Redwood Dr, Chandler, AZ 85248-4132

From: [redacted]
Sent: Saturday, March 1, 2025 2:05 PM
To: Adam Baugh <adam@wmbattorneys.com>
Subject: Regarding redevelopment of Orbital Sciences Corporation vacant lot

Dear Sir,

As a resident of the Ocotillo Community Association for the past five years, I and my family have come to value and appreciate the high standard of aesthetics, recreation, and local commerce that makes OCA a great place to live. One of the continual disappointments has been the vacant lot on the southwest corner of Price Road and Dobson Road. I recently received a notice that Active Infrastructure is requesting to rezone the property to allow for more flexibility with the space. I am unable to attend the public neighborhood meetings, but I wanted to register my support for this proposal for the following reasons:

1. A new facility on this corner will help restore the value of this vacant property and provide a face lift with a modern, attractive facility.
2. The proposed data center provides a visual barrier against the less-sightly, adjacent water treatment plant. And yet the datacenter is set back appropriately from housing across Dobson or Price Road, helping mitigate some of the ambient noise that data centers create.
3. The mixed-use commercial spaces in Downtown Ocotillo and other corners around OCA provide a heightened standard of living for local residents. Adding this additional space will enhance the appeal.

I realize that there will be potential drawbacks, including additional traffic at this already busy intersection, and additional noise from the datacenter and other commercial activities. But none of these is any more significant than what is already created by the Intel campus immediately to the south. I believe that the city should seriously consider this proposal.

Sincerely,
Kristopher Endean
OCA Resident

Price Road Innovation Campus

3rd Neighborhood Meeting Summary (Voluntary)

Case No. PLH24-0046

Submittal: October, 2025



WITHEY MORRIS BAUGH

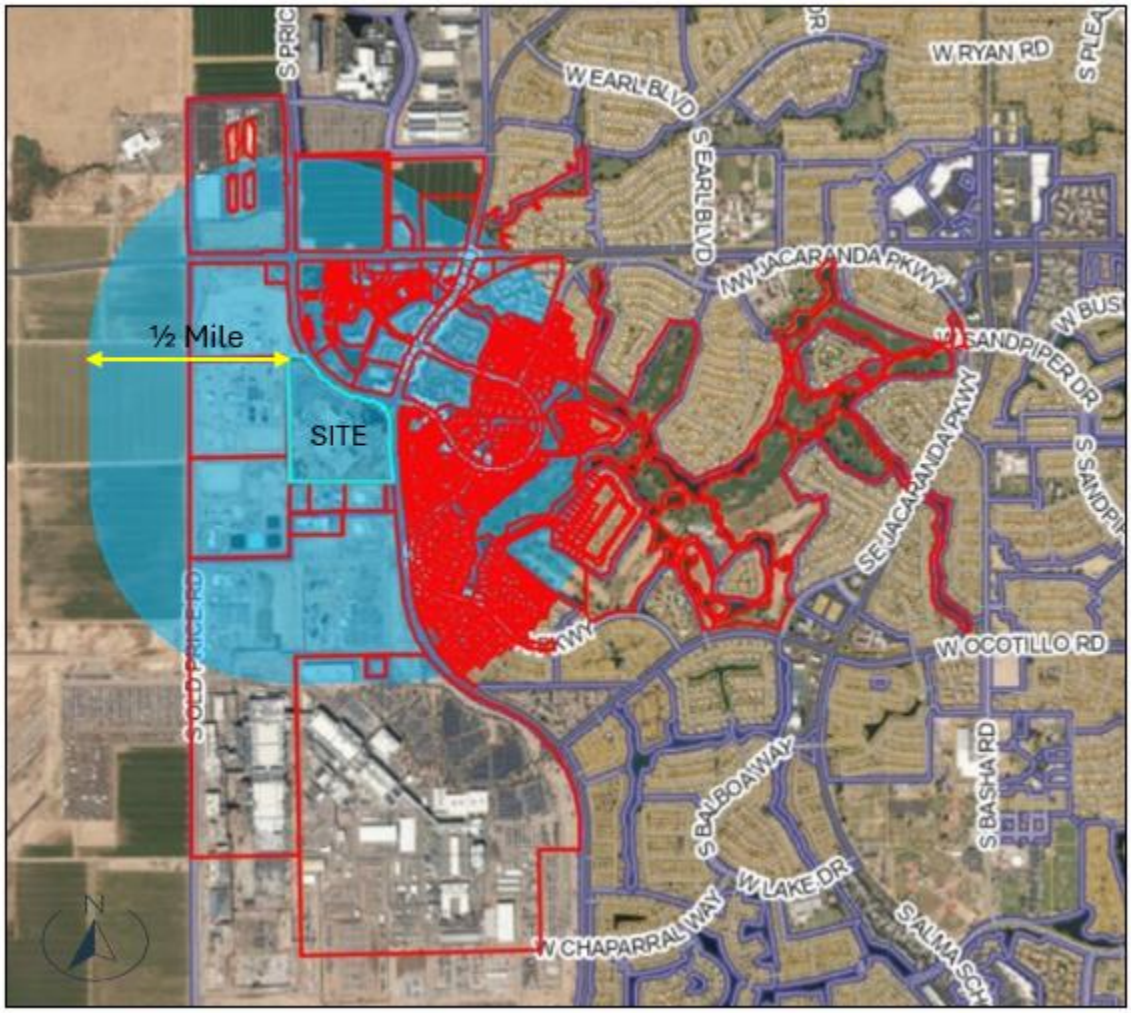
A. Details and Techniques Used to Involve the Public

Following the two (2) required neighborhood meetings being held for the Price Road Innovated Campus ("PRIC" or the "Project") (Case No. PLH24-0046), the applicant hosted a third voluntary neighborhood meeting for PRIC, to provide an additional opportunity for interested parties to learn about the proposed development, and update the community on new plan changes.

The voluntary neighborhood meeting was held at the subject property, located at 3380 South Price Road, Chandler, AZ, 85248, on Thursday, August 28, 2025 at 6:00 PM.

B. Notification Details

The notifications for the neighborhood meeting consisted of a mailed notification and site posting (see ***Tab 1***, Notification Letter and ***Tab 2***, Site Posting Affidavit), as well as digital notice by the City of Chandler. The applicant mailed the required notification to 962 applicable property owners and registered neighborhood organizations (see ***Tab 3***, Mailing List) located within a half mile radius of the property, as depicted below.



C. Summary of Neighborhood Meeting

The voluntary neighborhood meeting, held on August 28, 2025, began at approximately 6:00pm and ran until approximately 7:00pm. According to the sign-in sheets (attached at ***Tab 4***), there were approximately six (6) neighbors or interested parties, including a representative from the Ocotillo Management Group, that attended the voluntary meeting.

The applicant commenced the neighborhood meeting by providing an introduction of the development team and an overview of the history of the property and challenges with the existing on-site building in present day. Ironically, one of the meeting attendees formerly worked for a prior corporate tenant of the building and was able to further convey some of the nuances with the building and its design. The applicant proceeded to discuss the proposed land use and economic trends, as well as suitability of land uses for the subject site given the area's context. The applicant then discussed the scope of the rezoning request and provided an overview of the proposed development, including a discussion regarding architectural design, site layout, operational functions, project phasing and other application related updates that occurred through the review process.

After the applicant's presentation, general comments from attendees focused on: (1) traffic; (2) tenant prospects; (3) water and power demand; (4) status of ownership; (5) lake requirements; (6) design requirements; and (7) demolition and construction phasing. The applicant responded to attendee comments as outlined below:

1. Traffic

Some attendees asked about traffic generation, citing recent increases in vehicular traffic incidents in the area. It was also noted that there are capital improvements along the Price Road corridor that are being performed by the City, and that those improvements have increased delays in the short term. The applicant discussed that, compared to the existing entitlement and historical operations for the site, the proposed Project is expected to generate less daily and peak hour trips than what is entitled today. Further, it was discussed that contemplated street improvements adjacent to the Project will assist with mitigation of issues adjacent to the site, such as potential removal of the pedestrian crossing west of the Price Road and Dobson Road intersection, which is a source of conflict for the area.

2. Tenant Prospects

One of the attendees raised a question regarding the role of the data center as part of the proposal and how the inclusion of a data center with the rezoning request benefits the area. The applicant discussed the current economic challenges with the market, and highlighted that the data center provides an opportunity not only for collocating opportunities—which other Valley jurisdictions have recently experienced with high-technology AI based businesses—but, a competitive advantage for attracting new, high-quality employment uses that align with the City's strategic goals, which is achieved by land value offsets by the data center. One of the attendees expressed enthusiastic support for this approach, noting a sentiment that new employers to the area may have a positive correlation with home values and other long-term benefits for the community.

3. Water and Power Demand

One attendee had general questions regarding water use and power demand. The applicant discussed that the Project will be required to go through the City's approval process for generated water demand, however because of the modern cooling process that will be employed for the data center, it is anticipated that the majority of water use for the data center component of the Project will be for domestic uses (i.e. handwashing, toilet flushing). Since there are no current tenants for the employment buildings, basic assumptions have been made for those buildings, and future development will ultimately need to comply with the City's requirements.

As it relates to power, the applicant advised that one important project update since the last neighborhood meeting is that SRP has confirmed that no new powerlines will be necessary along Price Road to serve the Project. It was further discussed that there is currently capacity for power and that the applicant will contribute to already approved power infrastructure in the area.

4. Ownership Status

One of the neighborhood meetings inquired about property ownership. The applicant confirmed that it owns the subject property and will retain the data center property long-term. Ownership emphasized its commitment to openness throughout the development process and beyond, and expressed a desire to remain visible as the face of the Project.

5. Lake Requirements

An attendee expressed an interest in the existing lake and whether it would be retained in its current form. The applicant confirmed that the Ocotillo Community Association governs requirements for the lake and that some reductions were proposed, but none that would significantly alter the existing visual appearance of the lake.

6. Design Requirements

One of the attendees, which attended a prior meeting, made a comment regarding building height to ensure attendees were aware of the height. The applicant provided context regarding the existing building height, confirming the existing buildings were up to approximately fifty feet tall, and then discussed the proposed building heights, emphasizing that Building A (the data center) is located adjacent to city facilities and is intentionally placed at that location as a buffer for the unsightly activities occurring to the west and south. No other attendees expressed concerns with building height.

7. Demolition and Construction Phasing.

A few of the attendees raised questions regarding timing for demolition and construction. The applicant advised that once the necessary approvals are in place, demolition can commence and is anticipated to occur immediately. The applicant then discussed the plan for project phasing, noting that development will be executed in a phased manner to ensure orderly progress and to create initial opportunities for a single-tenant user—which is the City's preference—prior to constructing future speculative buildings. One of the attendees had remarks regarding the interim condition and visual appeal of the property, and

the applicant advised that the streetscape would remain as-is, with enhancements to mitigate the interim condition of the property. Another attendee expressed an understanding of the phasing and appreciated the work the applicant has done to bring quality employment to the area.

D. **Conclusion**

The follow up voluntary neighborhood meeting was productive and the applicant received positive feedback regarding building design and the overall development concept. Many attendees made well wishes for the client proceeding forward. The applicant will continue to be available to discuss the proposal with interested neighbors and stakeholders through the process.

SIGN-IN

ACTIVE INFRASTRUCTURE

SOUTHWEST CORNER OF PRICE ROAD AND DOBSON ROAD, CHANDLER, AZ.

NEIGHBORHOOD OPEN HOUSE MEETING

AUGUST 28TH, 2025 – 6:00 PM – 3380 SOUTH PRICE ROAD, CHANDLER, AZ 85248.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Tom Galarza	[redacted]		
Kelly Winters	[redacted]		
Julie Wetzel	[redacted]		
Doug Darnell	[redacted]		
Mia Pabey	[redacted]		
Vern Simon	[redacted]		

From: Steven Pickard
Sent: Sunday, February 23, 2025 11:20 AM
To: Adam Baugh
Subject: Case No. PLH24-0046

As a local resident of 29 years and one who has also visited the building as a Motorola employee, I know the long-term eye sore this site has been and the need to “start from scratch”.

Based on the information in the mailer regarding the property, you have my support.

Regards,

Steve

2101 W Redwood Dr, Chandler, AZ 85248-4132

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Saturday, March 1, 2025 11:09 AM
To: David De La Torre <David.DeLaTorre@chandleraz.gov>; POD <POD@chandleraz.gov>
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form

Submitted on Sat, 03/01/2025 - 11:09 AM

Submitted by: Anonymous

Submitted values are:

Name
Carol Black

Address
4321 s purple sage place
Chandler, Arizona. 85248

Agenda Item No.
Reuse zoning request SW corner Price and Dobson

Support/Oppose
Oppose

Comments
The ocotillo HOA has notified residents of a zoning request to redevelop the SW corner Dobson and Price, the former Orbital facility. I am opposed to the proposal fir another data center. i thought Chandmer passed a rule to stop allowing data centers due to theie high consumption of utilities, notably water. also, both singke family residences and multi family apartments are across the street from this site. There have been many compaots by re resdents of Clemente Ranch regardig the noise generated from te data centers further north on Dobson. Chandker, abd developers beed to recognize and resoect the residdntial quality of life in the Ocotillo community. I am jnabke to attend the meeting on March 3rd as I am traveling internationally.

From:
Sent: Saturday, March 1, 2025 2:05 PM
To: Adam Baugh
Subject: Regarding redevelopment of Orbital Sciences Corporation vacant lot

Dear Sir,

As a resident of the Ocotillo Community Association for the past five years, I and my family have come to value and appreciate the high standard of aesthetics, recreation, and local commerce that makes OCA a great place to live. One of the continual disappointments has been the vacant lot on the southwest corner of Price Road and Dobson Road. I recently received a notice that Active Infrastructure is requesting to rezone the property to allow for more flexibility with the space. I am unable to attend the public neighborhood meetings, but I wanted to register my support for this proposal for the following reasons:

1. A new facility on this corner will help restore the value of this vacant property and provide a face lift with a modern, attractive facility.
2. The proposed data center provides a visual barrier against the less-sightly, adjacent water treatment plant. And yet the datacenter is set back appropriately from housing across Dobson or Price Road, helping mitigate some of the ambient noise that data centers create.
3. The mixed-use commercial spaces in Downtown Ocotillo and other corners around OCA provide a heightened standard of living for local residents. Adding this additional space will enhance the appeal.

I realize that there will be potential drawbacks, including additional traffic at this already busy intersection, and additional noise from the datacenter and other commercial activities. But none of these is any more significant than what is already created by the Intel campus immediately to the south. I believe that the city should seriously consider this proposal.

Sincerely,
Kristopher Endean
OCA Resident

From: jeff stickelman
Sent: Monday, March 31, 2025 12:12:12 PM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Fwd: letter to Mayor and City Council

Dear Mayor and Council,

I am writing to express my strong support for the redevelopment of 3380 S. Price Road into the Price Road Innovation Campus. As you know, I've lived in this area for decades. For too long, this site has sat vacant and deteriorating —an eyesore in what should be a thriving business corridor. This project just makes good sense. I hope you support and don't overlook the opportunity to replace blight, generate new tax revenue, and provide new jobs at a time when Chandler has felt the impact of losing multiple large employers.

I drive by this site daily and redevelopment of this site is long overdue. The fact that a portion is a data center is not an issue for me. It screens out the unsightly city facilities behind it and leaves plenty of acreage for new employment buildings along Price Road. Frankly, I cannot imagine another employer who would want to go right next to the wastewater treatment facility with that foul odor. At least this project has a buffer for that.

I'm afraid it will be a long time waiting before something better comes along. It's already been 7 years of abandonment. How many more years do we need to wait before something else is proposed? The Price Road Innovation Campus will restore economic momentum to a blighted site that has been underutilized far too long.

I hope you support this redevelopment and take advantage of this opportunity for growth, revitalization, and long-term prosperity.

Thank you for your leadership and consideration.

Sincerely,
Jeff Stickelman

From: Stefan Radloff
To: David De La Torre
Cc: Stefan Radloff
Subject: PRICE ROAD INNOVATION CAMPUS comments
Date: Friday, April 18, 2025 12:35:15 AM

David –

As a resident of Chandler and Ocotillo HOA since 1998, I am writing to express my opposition to the proposed redevelopment of the old Orbital campus, eg the "Price Road Innovation Campus."
The plan proposes to bring yet another data center to the Price Corridor, adding to at least 10 data centers we already have in the area. The City of Chandler does not need and cannot afford any more data centers:

1. Data centers provide virtually no employment once their construction is complete.
2. Data centers guzzle huge amounts of power – while at the same time SRP burdens every Chandler homeowner with a 15% rate hike to pay for the power generation and transmission capacity increases data centers require.
3. Data centers are consuming the last large prices of commercial real estate in Chandler while providing close nothing in return. (Although.. since data centers employ almost no one, they also require almost no space for parking lots.) Data centers consume land that could be occupied by companies like Wells Fargo, Intel, Northrop Grumman, Iridium, Dignity Health, Air Products etc that bring many bring high paying jobs to Chandler.
4. Data centers effectively convert the huge amounts of power they consume into heat, which is then dumped back into the Chandler air by the massive AC systems data centers provide.. We do not need more data centers dumping even more heat into the local south Chandler environment – our climate is already getting hotter and hotter at a frightening pace.

The City of Chandler can and must do better bringing real jobs and real industry to the last available pieces of Chandler.

Thank you.

Stefan Radloff
Chandler, AZ

From: RICHARD HORWITZ
To: David De La Torre
Subject: Price Road Innovation Campus
Date: Thursday, October 9, 2025 3:31:35 PM

As residents of Chandler, Arizona, this email serves to register our objections to the proposed Price Road Innovation Campus, which would be located in close proximity to our residence. Our objections are based on the potential environmental and health impacts that are characteristic of data centers.

Our research has indicated that negative potential outcomes include but are not limited to the following impacts of data centers:

- Large water requirements, placing a strain on already limited water resources.
- Generators contributing to particulate air pollution which could lead to respiratory problems and asthmatic symptoms.
- Disruptions to the electric grid.
- Excessive carbon dioxide emissions.
- Chemically treated cooling systems utilizing polyfluoroalkyl substances, which are “forever chemicals” possibly leading to cancer and high cholesterol.

We do not wish to be a sacrifice zone for the data center boom.

Richard and Bonnie Horwitz
2511 W. Queen Creek Road
Chandler AZ 85248

From: Renee Villa
To: David De La Torre
Subject: Price Rd Innovation Campus
Date: Sunday, October 12, 2025 6:47:22 PM

PLH24-0046

Dear Mr De La Torre,

Thank you so much for your recent information regarding the proposed development at Price and Dobson. I thank you for being diligent about keeping the community informed.

I would like to express my opposition to the project and ask that the city deny moving forward with this campus at this location. The scope and focus of the project is disruptive to the character of our neighborhood, and in particular the data center poses threats to both the environment and health of the community. I ask that the project be declined and not be permitted to move forward.

Thank you for serving our Chandler Community!

Renee Villa
The Cays at Downtown Ocotillo
2511 W Queen Creek Rd
Chandler, AZ 85248

Sent from my iPhone

From: Andrew Villa
To: David De La Torre
Cc: Renee Villa
Subject: Public Notice for 3380 S. Price Road
Date: Sunday, October 12, 2025 10:26:54 AM

Mr. Delatorre,

I've been a resident and business owner in Chandler for the past 30 years and have always appreciated the thoughtful approach our city has taken toward growth, including the development of the Price Road high-tech corridor. However, the proposed project at 3380 Price Road raises significant concerns. Its proximity to residential neighborhoods, high power demands, potential noise, added traffic congestion, and building height—out of scale with the surrounding area—pose challenges to the quality of life and character of our community.

I respectfully urge you to decline approval of this project.

Respectfully,

Andrew Villa
2511 Queen Creek Rd
Chandler, AZ 85248

From: Andreas Hoefer
To: David De La Torre
Subject: Price Road Innovation Campus
Date: Sunday, October 12, 2025 11:59:58 AM

Dear David de la Torre:

This is Andy Hoefer, a resident of The Cays in Chandler, AZ. I'm responding to the Notice of Public Hearings PLH24-0046.

Please note, I'm not in favor of or against the rezoning of the Planned Area Development (PAD) located at 3380 South Price Road. There is no need to construct another data center on Price Road, there are already five (5) data centers within nearly one (1) mile of my residence. In addition, this PAD was intended for biomedical, bioengineering and research and development facilities that offer much higher potential for employment opportunities for the City of Chandler.

Do not allow for the planning and construction of another data center in our neighborhood, use this acreage/property for its original intention - an employment generator. Thank you from a concerned citizen and resident of Chandler.

Sincerely,

Andy Hoefer

Please note that the City's Planning staff is recommending denial of the proposal based on inconsistency with the city's adopted general plan. Because data centers do not create very many jobs as high-tech, biomedical, aerospace engineering and other similar manufacturing and research and development facilities, it is staff's opinion that a data center is not consistent with the general plan's policies to reserve the corridor for those types of employment generating uses.

From: Carla Hoefer
To: David De La Torre
Cc: j.poston@chandleraz.gov
Subject: Opposition to Proposed Data Center
Date: Sunday, October 12, 2025 1:36:52 PM

Dear Mr. De La Torre,

I'm writing as a Chandler resident to express my opposition to the prospect of additional data centers in our community, including prospectively within one-quarter mile from our home. Our neighborhood already hosts multiple data centers in proximity—some within about half a mile and others which are only slightly further—and we are already carrying a disproportionate share of the impacts associated with these facilities. While I understand and appreciate the importance of technology infrastructure and economic growth, it is unreasonable for one area to bear the cumulative environmental and health burdens of so many data centers clustered so closely together.

Before any additional facility is approved, comprehensive short- and long-term studies should be completed on the health and environmental risks of living near data centers — including exposure to high electrical loads, electromagnetic fields, noise, chemical treatments, and emissions such as per- and polyfluoroalkyl substances (PFAS). These examples are not all-inclusive, and additional studies are necessary to fully understand the range of potential impacts. With the rapid advance of artificial intelligence (AI) and the growing power demands of data centers, our understanding of their health and environmental effects remains limited.

My concerns include both environmental and health-related issues:

- **Health and Power Exposure:** I am especially concerned about potential short- and long-term health impacts from continuous exposure to high electrical loads, electromagnetic fields, and emissions associated with this type of facility operating 24/7. With the rapid advance of technology and artificial intelligence (AI), data centers are consuming more power than ever, yet our understanding of their short- and long-term impacts on nearby residents is minimal.
- **Air Quality and Chemicals:** Cooling systems often rely on chemical treatments, and backup generators emit diesel exhaust and / or other particulates during testing and operation. Per- and polyfluoroalkyl substances (PFAS) associated with cooling systems, fire-suppression systems, and other equipment are highly persistent substances in the environment, bioaccumulative, and toxic. Even without direct studies in nearby residential areas, the known characteristics of PFAS raise significant concerns about potential long-term exposure to residents living close to data centers.
- **Cumulative Impacts:** There are already multiple data centers within proximity to our home. Adding another data center would significantly compound these effects.

Until there is clear evidence that additional data centers can operate without negatively affecting nearby residents, I urge the City of Chandler to prioritize public health, environmental safety, and balanced land use. Our community has already absorbed more than its fair share of impact, and additional data centers would only increase that burden.

Thank you for your time and for considering the concerns of residents as part of the planning review process. I would appreciate the opportunity to stay informed and be included in future public meetings.

Sincerely,

Carla Hoefer

Resident of The Cays

2511 West Queen Creek Road, Unit 465, Chandler

From: Karen Land Barron

Sent: Monday, October 13, 2025 2:02 PM
To: David De La Torre <David.DeLaTorre@chandleraz.gov>
Subject: plh24-0046 price rd innovation campus

Hello David,

What plans are being made for noise mitigation? The humming noise is very concerning and will negatively impact quality of life. The Intel Campus has now become very loud with a humming noise as well. It is very unsettling.

Thank you,
Karen

--
Karen Chapman-Barron
WestUSA Realty
1850 E Northrup Blvd. Suite 170
Chandler, AZ 85286

From: Renee Villa
To: David De La Torre
Subject: Price/Dobson Rd proposed development
Date: Sunday, October 19, 2025 6:08:30 PM

Dear Mr. De La Torre,

I am writing once again to ask that you continue to oppose the proposed development on Price and Dobson Roads. There are many elements of the development that are not appropriate to be so close to a residential neighborhood, and in particular the data center poses many known and also untested risks.

I am opposed to having this project developed in the proposed location, and ask for your continued opposition to the project as well.

Thank you for serving our community.

Renee Villa
2511 W Queen Creek Rd
Chandler AZ 85248
Sent from my iPhone

From: rhonda harvey
To: David De La Torre
Subject: Oppose Data Center
Date: Monday, October 20, 2025 6:04:17 AM

David

Thank you for reading my email. I love Chandler. I moved here in 1982 and love the growth.

I oppose that plan to build a data center at Dobson and Price Road.
Please listen to your Chandler residents.

Rhonda
Sent from my iPhone

From: Stephanie Hillenbrand
To: David De La Torre
Subject: Price Road Innovation Campus Rezoning (PLH24-0046)
Date: Wednesday, October 22, 2025 3:28:02 PM

Subject: Public Comment – Price Road Innovation Campus Rezoning (PLH24-0046)

Dear City of Chandler Planning and Zoning Team,

My name is Stephanie Hillenbrand, and I live within the ¼-mile radius of the proposed Price Road Innovation Campus. Unfortunately, I am submitting this written comment for the record.

I have serious concerns about the proposed data center rezoning and the potential health and environmental impacts for nearby residents. Specifically, I would like more information on:

- The air quality impact from diesel backup generators and how often they will be tested or operated.
- Noise levels from generator testing and cooling systems, especially during early morning or nighttime hours.
- The safety plan for on-site battery storage and chemicals used for cooling or power backup.
- Construction dust and traffic impacts during development.

As a nearby homeowner, I do not support this rezoning request and would not like to see this project passed in its current form. I respectfully request that the City require full environmental and health impact studies before any approval is granted. Clear communication with nearby residents about generator testing schedules, air quality safeguards, and noise mitigation would also be greatly appreciated.

Thank you for taking this comment into consideration.

Sincerely,
Stephanie Hillenbrand
Resident, The Cays at Downtown Ocotillo

From: Lauri Avalos
To: David De La Torre
Subject: AI DATA CENTER
Date: Monday, October 27, 2025 6:01:25 AM

My name is Lauri Avalos. I am a Chandler resident and I strictly oppose the construction of the Ai data center that is proposed for Price road and Dobson. Ai data centers are not welcome in our community.

These data centers require large amounts of water for cooling, create strain on our power grids, affect our environment and have a negative impact on the surrounding locals.
It's a disruption to the health of everyday residents and collectively as a community we are not ok with it.

Please stand with us and say no to the construction of the AI data center.
SAY no, to the large consumption of water wasted on machines. NO to the toxic surpluses of fossil fuels that it will add to our air. NO to the rise of electric cost that we as non-beneficiary residents will be forced to pay.
Chandler/Ocotillo a beautiful residential area that pays well to maintain its beauty and high quality of life. Adding a data center would only hurt us, not help us.

Thank you for your consideration and for standing with us.
Please!!!!

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Saturday, October 25, 2025 9:11:42 AM

Submitted on Sat, 10/25/2025 - 09:11 AM

Submitted by: Anonymous

Submitted values are:

Name
Raj Nair

Address
3838 E Encinas Ave
Gilbert, Arizona. 85234

Phone Number

Agenda Item No.
Data Center approval and Kyrsten Synema's lobbying

Support/Oppose
Oppose

Comments
Dear Planning Commission, I worked for 7 years at Intel Corporation in Chandler and was key to convincing Intel that their 'Moore's Law Scaling' (smaller, faster, and cheaper) faced a Power Integrity Wall beyond their power wall concern in 2001. Similarly, DCs face a SCALING challenge that is destructive to society. The average Data Center (DC) ENERGY consumption today is as much as that of 40,000 US Households, and this is ESTIMATED to TRIPLE by the end of the decade. 3X in 5 years is a scaling factor of 1.25yr. Additionally, large semiconductor manufacturing plants have been known to consume huge quantities of water, and DCs are worse because of their cooling requirements tied to energy consumption. DCs will need to continue to grow to prevent obsolescence, and this will exacerbate the challenge. As I envisioned for Intel, this SCALING for AI-driven DC growth is UNSUSTAINABLE. There are many research papers and articles that point out these challenges in far greater detail. A youtube clip that indicates a direct impact of DC growth on consumers can be seen here: https:www.youtube.comwatch?vYN6BEUA4jNU. I am also completely OPPOSED to politicians lobbying for profit-making corporations. I'll be happy to appear in person and confirm this for you if necessary. Best, Raj

From: Andrew Avalos
To: David De La Torre
Subject: NO to AI Data Centers!
Date: Sunday, October 26, 2025 4:29:03 PM

Hello Mr. De la Torre,

My name is Andrew Avalos. I am an Ocotillo resident living at The Cays, and I strictly oppose the construction of the AI data center that is proposed for Price road and Dobson. Ai data centers are not welcome in our community. These data centers require large amounts of water for cooling, create strain on our power grids, affect our environment and have a negative impact on the surrounding locals. It's a disruption to the health of everyday residents and collectively as a community we are not ok with it.

Please stand with us and say no to the construction of the AI data center.
SAY no, to the large consumption of water wasted on machines. NO to the toxic surpluses of fossil fuels that jt will add to our air. NO to the rise of electric cost that we as non beneficiary residents will be forced to pay.

Ocotillo is a beautiful residential area that pays well to maintain its beauty and high quality of life. Adding a data center would only hurt us, not help us.

Thank you for your consideration and for standing with us.

Kind regards,
Andrew Avalos

From: Diana Avalos
To: David De La Torre
Subject: NO to Ai Data Centers!
Date: Sunday, October 26, 2025 4:26:18 PM

Hi David,

My name is Diana. I am an Ocotillo resident living at The Cays, and I strictly oppose the construction of the Ai data center that is proposed for Price road and Dobson. Ai data centers are not welcome in our community.

These data centers require large amounts of water for cooling, create strain on our power grids, affect our environment and have a negative impact on the surrounding locals.
It's a disruption to the health of everyday residents and collectively as a community we are not ok with it.

Please stand with us and say no to the construction of the AI data center.
SAY no, to the large consumption of water wasted on machines. NO to the toxic surpluses of fossil fuels that it will add to our air. NO to the rise of electric cost that we as non-beneficiary residents will be forced to pay.

Ocotillo is a beautiful residential area that pays well to maintain its beauty and high quality of life. Adding a data center would only hurt us, not help us.

Thank you for your consideration and for standing with us.

-Diana

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Friday, October 31, 2025 12:46:14 PM

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Submitted on Fri, 10/31/2025 - 12:46 PM

Submitted by: Anonymous

Submitted values are:

Name
Carol Saker

Address
125 S Hazelton Dr
Chandler, Arizona. 85226

Comments
Dear Chandler Planning Commission Members, Please oppose any and all Data Center proliferation and expansion proposals for Chandler. Our quality of life as residents (especially clean water, affordable electricity and noise pollution concerns) depends on you. Thank you all for your hard work and consideration.

From: Andrew Villa
To: Chandler Mayor; Matt Orlando; Christine Ellis; OD Harris; Angel Encinas; Mark Stewart; Jane Poston; David De La Torre
Subject: Opposition to PLH24-0046 – Proposed Data Center at 3380 S. Price Road
Date: Sunday, November 2, 2025 7:01:05 PM

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You have not previously corresponded with this sender.

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Mayor Hartke and members of the Chandler City Council,

Re: Opposition to PLH24-0046 – Proposed Data Center at 3380 S. Price Road

I am writing as a Chandler resident (for the past 30 years) who lives near the area that the data center would impact. In response to the Notice of Public Hearings for PLH24-0046, I strongly oppose the proposed rezoning of the Planned Area Development (PAD) at 3380 S. Price Road for the construction of another data center in our community.

Excessive Concentration

The South Price Corridor already hosts ten operational data centers—the highest concentration of any neighborhood in Chandler. This represents an extraordinarily dense clustering of such facilities in a remarkably small area. The 2016 General Plan explicitly limits further data center development in the South Price Road Corridor, recognizing that the area has reached capacity. This commitment must be honored.

Serious Community Concerns

The proposed Artificial Intelligence Data Center presents significant risks across multiple dimensions:

Health & Environmental Quality

- Continuous 24/7 electrical loads generating electromagnetic exposure
- Emissions from diesel generator testing and backup systems
- PFAS contamination ("forever chemicals") affecting air and soil quality
- Industrial cooling system impacts on local environment

Resource Depletion

- Massive water consumption in our already water-stressed desert region
- Extraordinary energy demands driving up utility costs for residents
- Strain on infrastructure not designed for such concentrated industrial use

Limited Economic Value

- As confirmed at the October 15, 2025 Planning and Zoning Commission meeting, no tenants have been identified for the five adjacent buildings
- Data centers generate minimal permanent local employment
- Economic benefits do not justify environmental and health costs

Environmental Justice

- Residents of the South Price Corridor bear a disproportionate environmental burden
- Multiple 24/7 industrial operations concentrated in a residential area
- Cumulative impacts on quality of life and property values

Our Request

We urge you to **vote NO on PLH24-0046** and uphold Chandler's 2016 General Plan. The South Price Corridor has more than fulfilled its share of data center development.

Instead, we ask the City of Chandler to prioritize:

- Public health and environmental sustainability
- High-quality employment opportunities for residents
- Balanced development that serves the entire community
- Protection of residential neighborhoods

Thank you for considering our concerns and honoring the community's trust in responsible city planning.

Sincerely,

Andrew Villa

2511 Queen Creek Rd Unit 467

Chandler, AZ 85248

From: Kevin Mayo
To: David De La Torre
Subject: FW: AZ Technology Council-Letter of Support for PLH24-0046 (Price Road Innovation Campus)
Date: Friday, October 31, 2025 4:10:57 PM
Attachments: image001.png
image002.png
image003.png
image008.png
image009.png
Councilmember Poston Letter (FINAL).docx

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Friday, October 31, 2025 3:16 PM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>
Subject: AZ Technology Council-Letter of Support for PLH24-0046 (Price Road Innovation Campus)

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Friday, October 31, 2025 3:14 PM
To:
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: AZ Technology Council-Letter of Support for PLH24-0046 (Price Road Innovation Campus)

Hello,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Cepand Alizadeh
Sent: Friday, October 31, 2025 2:45:09 PM (UTC-07:00) Arizona
Subject: AZ Technology Council-Letter of Support for PLH24-0046 (Price Road Innovation Campus)

This Message Is From an External Sender
This message came from outside your organization.

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Good afternoon,

My name is Cepand Alizadeh and I am contacting you on behalf of the Arizona Technology Council. **Attached to this email, please find a letter from our organization's President and CEO, Steven G. Zylstra, in support of the proposed Price Road Innovation Campus rezoning**.

Chandler is a national leader in attracting data center and advanced technology investment. The Price Road Innovation Campus will transform a long-vacant office complex often described as an eyesore into a thriving $2.5 billion technology campus anchored by an AI data center and five office buildings ranging from 43,000 to 71,000 square feet.

We respectfully urge you to continue Chandler's national leadership in high-tech infrastructure, sustainability and economic development and vote in favor of this rezoning request.

Thank you.

Sincerely,
Cepand Alizadeh

cepand alizadeh, esq.
government relations specialist

arizona technology council
2800 n. central ave • suite 1530 • phoenix, az 85004
c. 703.655.4258

Mission: To empower innovators who drive impact that positively transforms the world.
Vision: Advance Arizona as a preferred technology ecosystem for purpose-driven innovators globally.
Purpose: Catalyzing technology Innovators to accelerate Arizona's global impact.

From: Kevin Mayo
To: David De La Torre
Subject: FW: Price Road Innovation Campus - We Do Not Support
Date: Friday, October 31, 2025 12:49:32 PM

---

more

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Friday, October 31, 2025 11:57 AM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>
Subject: Price Road Innovation Campus - We Do Not Support

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Friday, October 31, 2025 11:56 AM
To:
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Price Road Innovation Campus - We Do Not Support

Hello,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official

Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: BRIAN PREVOR
Sent: Thursday, October 30, 2025 6:35:04 PM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Fw: Price Road Innovation Campus - We Do Not Support

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10/30/25

Price Road Innovation Campus

PLH24-0046

Mayor and Council Members,

I want to make my objections heard over the proposed Price Road Innovation Campus. My concerns are based on past experience while listening to current residents near Price Road, Queen Creek and Dobson. Here are my objections:

Environmental & Health Concerns

1. Noise Pollution: Data centers often run large cooling systems (like HVAC units and chillers) and backup generators, which can produce constant noise. We know this as being factual based on the experience of those residing near Queen Creek and Dobson, often hearing noise

while experiencing excessive vibration.

2. Air Pollution: Diesel generators used for backup power can emit pollutants, especially during testing or outages.

3. Heat Emissions: Large data centers can release significant heat into the surrounding environment, potentially affecting local microclimates.

4. Electromagnetic Fields (EMFs): I worry about EMFs from high-voltage equipment. This should be considered a valid issue just like those who don't want power lines streaming across their homes or residences.

Infrastructure & Safety Risks

5. Traffic Increase: Construction, maintenance, and staff commuting can increase local traffic and congestion.

A. Intel is a terrible neighbor while not managing traffic flow or noise. The enticing jobs promised Chadler leadership have been significantly reduced but the traffic noise at shift change still remains.

6. Water Usage: Data centers often use large amounts of water for cooling, which can strain local water supplies.

7. Hazardous Materials: Batteries and other components may contain chemicals that pose risks if not properly managed.

Community & Property Impact

8. **Aesthetic Impact: Large, industrial-looking buildings (e.g. 422,877 sq ft x 90' tall) will affect neighborhood aesthetics and property values.** Don't we have enough eye-sore Data Centers on Price Road between Queen Creek and the 202? Perhaps the developer will purchase my home for the current value when finished...but I doubt it. This developer is NOT committed to our neighborhood or community.

9. Light Pollution: Security lighting and facility operations will contribute to nighttime light pollution.

10. Land Use Concerns: Residents I know would prefer the land be used for a park or other community-friendly development.

Privacy & Security Concerns

11. Surveillance Infrastructure: I worry about increased surveillance or data collection infrastructure near my home.

12. Cybersecurity Risks: While not a direct physical threat, I fear being near a high-value cyber target.

In closing, it's uncomprehensible to me why residents or board members would support the Price Road Innovation Campus? I wonder if we've learned anything of benefit from the recently added data centers on Price Road already. All 12 previously listed concerns should be considered valid as reason we don't support this initiative. Please make our concerns and those of my neighbors known. ***We would much rather have a vacant building or park occupying that space than another eye-sore of a vibrating building being added.***

Thank you,

Brian and Sandra Prevor

2295 W. Olive Way,

Chandler, AZ

85248

From: Kevin Mayo
To: David De La Torre
Subject: FW: Please say No to more AI data centers
Date: Friday, October 31, 2025 12:47:37 PM

Looping in

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Friday, October 31, 2025 11:02 AM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>
Subject: Please say No to more AI data centers

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Friday, October 31, 2025 11:01 AM
To:
Cc: Kevin Hartke <kevin.hartke@chandleraz.gov>
Subject: FW: Please say No to more AI data centers

Ms. Knowlton,

On behalf of the Mayor Hartke, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Veronica Knowlton
Sent: Tuesday, October 28, 2025 10:52:51 PM (UTC-07:00) Arizona
To: Kevin Hartke <Kevin.Hartke@chandleraz.gov>
Subject: Please say No to more AI data centers

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

Dear Mayor Hartke,

I am writing to express my strong opposition to the proposed AI data center in our community. While I recognize the potential economic benefits, I believe the negative impacts significantly outweigh these advantages, particularly concerning water usage and pollution.

Arizona is no stranger to water scarcity, and the construction and operation of a data center would exacerbate these challenges. Data centers consume enormous amounts of water for cooling and operation, which is particularly concerning in a desert region where every drop counts. The demand for water could strain local supplies, especially during peak usage periods, putting additional pressure on our already limited resources.

Moreover, we must consider the long-term environmental implications. Data centers not only use water but also contribute to air pollution through their energy consumption. As we have seen in other cities, such as Memphis, the environmental impact of large-scale data facilities can lead to significant pollution issues, affecting air quality and public health. The increase in greenhouse gas emissions from additional energy consumption can have lasting effects on our

climate and community well-being.

In addition to these environmental concerns, the influx of a data center could lead to increased traffic congestion and strain on local infrastructure, making it harder for residents to navigate our roads and access essential services. Our community deserves to prioritize sustainability and health over short-term economic gains.

I urge the Chandler City Planning Office to reconsider the approval of the AI data center. Instead, let us explore alternative avenues for economic development that align with our community's values and commitment to sustainability.

Thank you for considering my perspective on this critical issue. I would appreciate if you could would publicly oppose this center and I would like you to help protect the city of Chandler and our precious resources.

Veronica Knowlton

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Friday, October 31, 2025 12:46:14 PM

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Submitted on Fri, 10/31/2025 - 12:46 PM

Submitted by: Anonymous

Submitted values are:

Name
Carol Saker

Address
125 S Hazelton Dr
Chandler, Arizona. 85226

Comments
Dear Chandler Planning Commission Members, Please oppose any and all Data Center proliferation and expansion proposals for Chandler. Our quality of life as residents (especially clean water, affordable electricity and noise pollution concerns) depends on you. Thank you all for your hard work and consideration.

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Friday, October 31, 2025 7:08:52 AM

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Report Suspicious

Submitted on Fri, 10/31/2025 - 07:08 AM

Submitted by: Anonymous

Submitted values are:

Name
Margeie Margie

Address
372 E Harrison St
Chandler, Arizona. 85225

Phone Number
(480) 375-0345

Agenda Item No.
Ai Data Center off Price Rd.

Support/Oppose
Oppose

Comments
As a long time Chandler resident, I do not support. We dont need our precious water going to something like this. It will not bring jobs and will drive up utility costs for Chandler residents.

From: Kevin Mayo
To: David De La Torre
Subject: FW: PLH24-0046 AI Data Center
Date: Thursday, October 30, 2025 5:29:08 PM

More

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Thursday, October 30, 2025 4:02 PM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>
Subject: FW: PLH24-0046 AI Data Center

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Thursday, October 30, 2025 4:01 PM
To:
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: PLH24-0046 AI Data Center

Mr. and Mrs. Horwitz,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official

Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: RICHARD HORWITZ
Sent: Thursday, October 30, 2025 11:43:09 AM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: PLH24-0046 AI Data Center

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As residents of Chandler, Arizona, this email serves to register our objections to the proposed Price Road Innovation Campus, which would be located in close proximity to our residence. Our objections are based on the potential environmental and health impacts that are characteristic of data centers.

Our research has indicated that negative potential outcomes include but are not limited to the following impacts of data centers:

- Large water requirements, placing a strain on already limited water resources.
- Generators contributing to particulate air pollution which could lead to respiratory problems and asthmatic symptoms.
- Disruptions to the electric grid.
- Excessive carbon dioxide emissions.
- Chemically treated cooling systems utilizing polyfluoroalkyl substances, which are "forever chemicals" possibly leading to cancer and high cholesterol.

We do not wish to be a sacrifice zone for the data center boom. We respectfully ask that you

reject the rezoning request.

Richard and Bonnie Horwitz
2511 W. Queen Creek Road
Chandler AZ 85248

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Thursday, October 30, 2025 3:48:33 PM

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Submitted on Thu, 10/30/2025 - 03:48 PM

Submitted by: Anonymous

Submitted values are:

Name
Kerri Jones

Address
472 W Carob Dr
Chandler, Arizona. 85248

Comments
As a resident and tax paying citizen, I absolutely and unequivocally DO NOT SUPPORT and AI Data Center being built or operated in Chandler. There are not enough jobs to benefit residents to warrant the excessive dependency on our strained resources and furthering polluting what is already terrible air quality. NO MORE DATA CENTERS! PLEASE VOTE NO!

From: Kevin Mayo
To: David De La Torre
Subject: FW: Data Center Vote 11.13.25
Date: Wednesday, October 29, 2025 3:58:21 PM

---

another

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Wednesday, October 29, 2025 2:41 PM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>
Subject: Data Center Vote 11.13.25

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Wednesday, October 29, 2025 2:39 PM
To:
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Data Center Vote 11.13.25

Ms. Wemyss,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official

Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Emily Wemyss
Sent: Wednesday, October 29, 2025 11:22:30 AM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Data Center Vote 11.13.25

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Hello Mayor Hartke and Council,

As a longtime resident of Chandler I am strongly urging you to vote NO on data centers coming to Chandler. These centers do not bring significant "high value" jobs, they result in local residents paying exorbitant water and electric bills. My parents are Gilbert residents and are experiencing this first hand with their water bill. Their monthly water bill has nearly tripled.

Please vote NO to keep Chandler from experiencing the same issues these centers have caused Gilbert and countless other cities across the country. I've included links to two articles that I hope you find helpful.

I truly believe you all have Chandler's best interests in mind while making decisions and I hope you will see that data centers will do more to hurt Chandler than help.
Thank you for all you do to keep Chandler a great place to live.

Respectfully,
Emily Wemyss
Chandler, AZ Constituent

https://www.12news.com/article/tech/sinema-promoting-chandler-data-center-on-behalf-of-ai-industry/75-4db371dc-dd87-4c84-9a57-41655139d94b

https://www.abc15.com/news/region-southeast-valley/gilbert/its-tearing-the-community-apart-gilbert-residents-demand-answers-on-rising-water-bills

Sent from Gmail Mobile

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Wednesday, October 29, 2025 10:56:16 AM

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Submitted on Wed, 10/29/2025 - 10:56 AM

Submitted by: Anonymous

Submitted values are:

Name
Billie Freiwald Billie Freiwald

Address
1601 s Carriage Ln
Most Recent
Chandler, Arizona. 85286

Phone Number
(480) 239-4804

Agenda Item No.
Price Rd Data Center

Support/Oppose
Oppose

Comments
I live near Price Rd. We moved into Pecos Ranch Estates way back when the City Council promised access to the mall from Price Rd. That never happened. Since the construction of many office and industiral buildings, the traffic is unmanagaeble. Willis Rd has become a highway to Price Rd and those who work there. Willis WAS a resedential street with kids, runners and lemonade stands, now its dangerous. The additional stress on the infrqstructire is something we cant handle as a business owner on Price and Willis too, we frequently have power and internet outages. While they may be short or intermittent, it still impacts our business and home life indo notnwant to hear a data cwnter in my backyard, its bad enough I have to hear Price Rd traffic. Has the Council seen what the daya center in Gilbert has done to theirncommunity? Its nothing but complaints from the residents. Moving forward with business and technology is crucial to Chandler continiuing to be t great city it is but NOT at the expense of its citizens. We dont want to be Gilbert.

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Wednesday, October 29, 2025 12:19:02 PM

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Submitted on Wed, 10/29/2025 - 12:18 PM

Submitted by: Anonymous

Submitted values are:

Name
Jennifer Palmer

Address
1516 W Mission Dr
Chandler, Arizona. 85224

Agenda Item No.
PLH24-0046

Support/Oppose
Oppose

Comments
I am writing to urge you to vote against the Price Rd Innovation Campus due to the negative impact it will have on the community. Not only will the energy needed to run this data center emit greenhouse gases, it will also put a strain on the electrical grid, which can cause outages and rate increases for Chandler residents. Im also concerned about the water it will need: were already concerned about dwindling water supplies in this state, so where is all the water for this center going to come from? Then theres the noise pollution that will impact residents in the vicinity.

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Wednesday, October 29, 2025 9:13:26 AM

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Submitted on Wed, 10/29/2025 - 09:13 AM

Submitted by: Anonymous

Submitted values are:

Name
Christa Scott

Address
2211 W Redwood Dr
Chandler, Arizona. 85248

Phone Number
(480) 223-3838

Agenda Item No.
ai Data center on ptice

Support/Oppose
Oppose

Comments
These centers can cause noise pollution increased water bills not to mention the extreme iresponsibility of such a water hogging industry in the desert. It brings minimal jobs and costs residents

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Tuesday, October 28, 2025 8:26:24 PM

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Submitted on Tue, 10/28/2025 - 08:26 PM

Submitted by: Anonymous

Submitted values are:

Name
Lana Schmitt

Address
1322 N. Alma School road
Chandler, Arizona. 85224

Phone Number
(480) 231-3656

Support/Oppose
Oppose

Comments
PLEASE vote no on AI data centers being built in Chandler- we do not have the water to power and cool these data centers! Energy costs will skyrocket and water reserves will plummet.

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Tuesday, October 28, 2025 6:37:46 PM

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Submitted on Tue, 10/28/2025 - 06:37 PM

Submitted by: Anonymous

Submitted values are:

Name
Jacen Knowlton

Address
4267 E Yellowstone Pl
Chandler, Arizona. 85249

Support/Oppose
Oppose

Comments
Say no to this AI data center. The community does not want this and we dont have the water. Chandler is not Memphis. This will destroy our community and pollute our resources. We do not want this here. Please stand up for what is right and say no to this.

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Tuesday, October 28, 2025 6:24:05 PM

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Submitted on Tue, 10/28/2025 - 06:23 PM

Submitted by: Anonymous

Submitted values are:

Name
Veronica Knowlto

Address
4267 E Yellowstone
Chandler, Arizona. 85249

Agenda Item No.
AI Data Center

Support/Oppose
Oppose

Comments
Dear Chandler City Planning Office,I am writing to express my strong opposition to the proposed AI data center in our community. While I recognize the potential economic benefits, I believe the negative impacts significantly outweigh these advantages, particularly concerning water usage and pollution.Arizona is no stranger to water scarcity, and the construction and operation of a data center would exacerbate these challenges. Data centers consume enormous amounts of water for cooling and operation, which is particularly concerning in a desert region where every drop counts. The demand for water could strain local supplies, especially during peak usage periods, putting additional pressure on our already limited resources.Moreover, we must consider the long-term environmental implications. Data centers not only use water but also contribute to air pollution through their energy consumption. As we have seen in other cities, such as Memphis, the environmental impact of large-scale data facilities can lead to significant pollution issues, affecting air quality and public health. The increase in greenhouse gas emissions from additional energy consumption can have lasting effects on our climate and community well-being.In addition to these environmental concerns, the influx of a data center could lead to increased traffic congestion and strain on local infrastructure, making it harder for residents to navigate our roads and access essential services. Our community deserves to prioritize sustainability and health over short-term economic gains.I urge the Chandler City Planning Office to reconsider the approval of the AI data center. Instead, let us explore alternative avenues for economic development that align with our communitys values and

commitment to sustainability.Thank you for considering my perspective on this critical issue. Please oppose this for the good of everyone in this family community. Oppose this even if you get threatened by the Feds. Please do the right thing for the people, families, and children who live in Chandler, Arizona.

From: Kevin Mayo
To: David De La Torre
Subject: FW: Comments from Former Senator Sinema
Date: Tuesday, October 28, 2025 3:39:21 PM

---

more

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Tuesday, October 28, 2025 11:59 AM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>
Subject: Comments from Former Senator Sinema

Kevin,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Tuesday, October 28, 2025 11:58 AM
To:
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Comments from Former Senator Sinema

Ms. Hope,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Ashley Hope
Sent: Tuesday, October 28, 2025 9:41:59 AM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Comments from Former Senator Sinema

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Good morning, City of Chandler Mayor & Council!

As a long-time Chandler resident, I was quite appalled to see local reporting over the weekend about the recent "comments" by former Arizona senator Kyrsten Sinema. It actually sounded like an outright threat to our city.

I am proud of the City of Chandler. I love living here. I think the city is well run and we are a hub for innovation. With that being said, we also live in desert and water is not a plentiful resource. AI data centers have been widely reported to require a significant amount of water. As a resident, I am not interested in AI data centers that create noise and use a precious resource that is in very short supply.

I also have no interest in being threatened by the former senator on behalf of the Trump administration, as her comments seem to insinuate. Her disgusting rhetoric is not welcome.

Thank you so much for taking the time to read my comments.

Thanks You,

Ashley Hope

From: Kevin Mayo
To: David De La Torre
Subject: FW: Say NO
Date: Tuesday, October 28, 2025 3:38:23 PM

---

another

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Tuesday, October 28, 2025 11:43 AM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>
Subject: Say NO

Kevin,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Tuesday, October 28, 2025 11:42 AM
To:
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Say NO

Mr. Hadges,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Craig H
Sent: Tuesday, October 28, 2025 3:55:31 PM (UTC) Coordinated Universal Time
To: Christine Ellis <Christine.Ellis@chandleraz.gov>; angele.encinas@chandleraz.gov <angele.encinas@chandleraz.gov>; OD Harris <OD.Harris@chandleraz.gov>; Jennifer Hawkins <Jennifer.Hawkins@chandleraz.gov>; Jane Poston <Jane.Poston@chandleraz.gov>; Matt Orlando <Matt.Orlando@chandleraz.gov>
Subject: Fwd: Say NO

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Dear City Council Members:

Please do not approve the proposed data center at the former Orbital Sciences Building (Dobson and Price roads). Like other Data Centers it will add noise pollution, require water supply and reduce the local home values.

Thank you in advance for your consideration.

Craig Hadges

From: Kevin Mayo
To: David De La Torre
Subject: FW: Rezoning of 3380 South Price Road
Date: Tuesday, October 28, 2025 3:37:42 PM

For the record

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Tuesday, October 28, 2025 11:21 AM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>
Subject: FW: Rezoning of 3380 South Price Road

Kevin,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Tuesday, October 28, 2025 11:19 AM
To:
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Rezoning of 3380 South Price Road

Andreas,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Andreas Hoefer
Sent: Sunday, October 26, 2025 7:46:15 PM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Rezoning of 3380 South Price Road

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Dear Chandler Mayor and City Council:

This is Andy Hoefer, a resident of The Cays in Chandler, AZ. I'm responding to the Notice of Public Hearings PLH24-0046.

I oppose the rezoning of the Planned Area Development (PAD) located at 3380 South Price Road. There is no need to construct another data center on South Price Road, there are already ten (10) data centers within nearly one (1) mile of my residence - a very high concentration of data centers in an extremely small area. In fact, there are currently over 125 data centers operating in Maricopa county and counting! In addition, this property is intended for biomedical, bioengineering and research and development facilities that offer much greater employment opportunities for the City of Chandler. Other concerns are as follows:

- What are the short and long-term environmental and health risks?
- Has the developer met all of the requirements outlined in Chandler's zoning code Chapter 35, Section 2214 and other applicable ordinances?
- How will this AI data center impact my neighborhood's (or Chandler's) future energy costs and water usage?

How sincerely committed is the developer to our community and what corporate citizenship initiatives do they have in place?

- Who are the tenants for the AI data center and five (5) proposed buildings for the campus?

Reverse the Planning & Zoning Commission's decision and do not allow for the planning and construction of another data center (or multiple data centers) in our neighborhood, use this acreage/property for its original intention - this property should be developed to draw highly skilled employment opportunities. Let's keep the 2016 General Plan intact and prevent further data center developments - there are enough of them in the South Price Road Corridor - and preserve the Corridor for high-value knowledge-based employers. Thank you from a concerned citizen and resident of Chandler.

Sincerely,

Andy Hoefer
860.655.3304

From:
To: David De La Torre
Subject: Proposed data center at 3380 S Price Rd
Date: Monday, October 27, 2025 3:33:17 PM

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Hello,
As homeowners/residents of two Cays condos facing the proposed site, we are seriously concerned about the visual impact (height) of this project. This picture shows the view from both units (there are many others as well) looking towards the Residence Inn on the right. The view is appreciated by many people who also congregate outside and on the bridge for sunsets and pictures of special occasions. It is used by wedding parties, graduates and most recently four area high schools for homecoming pictures. It would be a travesty to destroy that view.
We truly hope that you and others involved will take our comments into serious consideration. Feel free to share our concerns.
Respectfully,
Kara Roe
Anthony and Melissa Edgcomb
The Cays



From: Joey Avalos
To: David De La Torre
Subject: AI data center
Date: Monday, October 27, 2025 10:04:59 PM

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My name is Joey Avalos. I am an Ocotillo resident living at The Cays, and I strictly oppose the construction of the Ai data center that is proposed for Price road and Dobson. Ai data centers are not welcome in our community.

These data centers require large amounts of water for cooling, create strain on our power grids, affect our environment and have a negative impact on the surrounding locals.
It's a disruption to the health of everyday residents and collectively as a community we are not ok with it.

Please stand with us and say no to the construction of the AI data center.
SAY no, to the large consumption of water wasted on machines. NO to the toxic surpluses of fossil fuels that it will add to our air. NO to the rise of electric cost that we as non-beneficiary residents will be forced to pay.

Ocotillo is a beautiful residential area that pays well to maintain its beauty and high quality of life. Adding a data center would only hurt us, not help us.

Thank you for your consideration and for standing with us.

Joey Avalos

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Saturday, October 25, 2025 9:11:42 AM

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This message came from outside your organization.

Report Suspicious

Submitted on Sat, 10/25/2025 - 09:11 AM

Submitted by: Anonymous

Submitted values are:

Name
Raj Nair

Address
3838 E Encinas Ave
Gilbert, Arizona. 85234

Phone Number
(480) 694-5984

Agenda Item No.
Data Center approval and Kyrsten Synema's lobbying

Support/Oppose
Oppose

Comments
Dear Planning Commission, I worked for 7 years at Intel Corporation in Chandler and was key to convincing Intel that their 'Moore's Law Scaling' (smaller, faster, and cheaper) faced a Power Integrity Wall beyond their power wall concern in 2001. Similarly, DCs face a SCALING challenge that is destructive to society. The average Data Center (DC) ENERGY consumption today is as much as that of 40,000 US Households, and this is ESTIMATED to TRIPLE by the end of the decade. 3X in 5 years is a scaling factor of 1.25yr. Additionally, large semiconductor manufacturing plants have been known to consume huge quantities of water, and DCs are worse because of their cooling requirements tied to energy consumption. DCs will need to continue to grow to prevent obsolescence, and this will exacerbate the challenge. As I envisioned for Intel, this SCALING for AI-driven DC growth is UNSUSTAINABLE. There are many research papers and articles that point out these challenges in far greater detail. A youtube clip that indicates a direct impact of DC growth on consumers can be seen here: https:www.youtube.comwatch?vYN6BEUA4jNU. I am also completely OPPOSED to politicians lobbying for profit-making corporations. I'll be happy to appear in person and confirm this for you if necessary. Best, Raj

From: Marie Andrews
To: Kevin Mayo
Cc: Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject: Data Center, Price Corridor
Date: Monday, November 17, 2025 3:09:59 PM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Monday, November 17, 2025 3:09 PM
To: jamesonsmom@hotmail.com
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Data Center, Price Corridor

Sheila,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office

Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Sheila Myers <jamesonsmom@hotmail.com>
Sent: Monday, November 17, 2025 6:34:05 AM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Data Center, Price Corridor

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

Hello to the Honorable Mayor and City Council members,
I write as a resident of Chandler and one of your constituents. In reading of the potential for an 11th data center in the region, specifically in the Price Corridor, I write with disapproval and concern. That we have ten data centers already, demonstrates that the state and Chandler itself are responsive to the drive to adopt AI. With the growth of industrialization and residential building across the City of Chandler, the noise level, congestion, and pollution have been bothersome. Another data center would only increase these burdens on the residents.

1. Additionally, the construction (revision of current building) and operation of another data center will strain our local utilities, leading to higher utility costs for our residents. Already, water and electricity prices have risen and will likely increase with another center to support.

I recognize that there is a data center ordinance, adopted in 2023 that is intended to regulate or mitigate noise pollution; we just don't need another data center to support.

Sincerely,
Sheila Myers
Spyglass Bay Community, Ocotillo

From:	Marie Andrews
To:	Kevin Mayo
Cc:	Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject:	Constituent Inquiry: Proposed AI center
Date:	Monday, November 17, 2025 2:47:44 PM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Monday, November 17, 2025 2:46 PM
To: karly.barksdale@gmail.com
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Proposed AI center

Ms. Barksdale,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews

Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Karly. Barksdale <karly.barksdale@gmail.com>
Sent: Friday, November 14, 2025 11:33 AM
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Proposed AI center

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Good morning,

I have been a resident of Chandler for ten years now, and I love this city. I truly feel that our elected officials in Chandler have always put their residents first. My friends complain about Queen Creek and Gilbert, and I truly have no complaints. We have wonderful schools, wonderful first responders, and wonderful resources.

I hope that you will continue to put Chandler residents first and vote NO on the proposal to build a new AI data center in Chandler. It will create construction jobs in the short term, but once it's built, it will only employ a handful of people, and if we are honest, they will most likely be remote experts and not members of our community.

Aside from that, I have been so grateful that while our energy and water bills have increased over time, we are not seeing the drastic increases that others have seen in different towns. I am living paycheck to paycheck in this awful economy, and I am a public school teacher. I cannot afford to have my energy and water bills increase any more than they already have. It has been shown time and again that the town's taxpayers will end up subsiding the billion dollar corporation's cost of doing business, and that is not good for our community.

We live in one of the driest and hottest places in the country. We do not need this new center putting more strain on an already fragile system. We do not need them

poisoning our water supply. We do not need the increase in our utility bills that will come as a result.

Please do what is best for our community in the long run and vote NO.

Thank you for your time and consideration. Have a wonderful weekend.

Karly Barksdale
2941 E Binner
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From: Marie Andrews
To: Kevin Mayo
Cc: Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject: Proposed data center in Chandler
Date: Monday, November 17, 2025 2:28:15 PM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Monday, November 17, 2025 2:27 PM
To: tomtwtwtw@gmail.com
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Proposed data center in Chandler

Mr. Weech,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office

Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Tom Weech <tomtwtwtw@gmail.com>
Sent: Friday, November 14, 2025 10:24:35 AM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Proposed data center in Chandler

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Dear Mayor Hartke and City Council,

I am writing you today in opposition to the proposed AI data center on Price Road. I have a number of concerns about this project:

- AI data centers take a tremendous amount of energy to run, which will put a massive strain on the grid, raise electricity rates, and emit greenhouse gases into our environment.

- AI data centers also rely on a significant amount of water for cooling. We're in the desert, and with dwindling water supplies where would the water for this project come from? They can also build up to 9 stories tall, so the amount of water and potential increase is not clear.

- AI data centers can have a negative impact on public health through pollution from backup generators, and there's also noise pollution for residents in the vicinity.

- AI data centers create a lot of electronic waste: how will that be disposed of?

I know Chandler is looking to strengthen its reputation as the tech hub of the Valley, but it sounds like the city is not getting much in return from this proposed data center.

Heavy resource usage and minimal job creation is not going to have a positive overall impact on the city.

I urge you to vote against this development.

Thank you,
Tom Weech

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Saturday, November 8, 2025 10:44 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sat, 11/08/2025 - 10:43 AM

Submitted by: Anonymous

Submitted values are:

Name
Anthony Ferro

Address
4356 E Muirwood Dr.
Chandler, Arizona. 85048

Support/Oppose
Oppose

Comments
Apparently the AI Infrastructure Coalition and Kirsten

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Saturday, November 8, 2025 1:40 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sat, 11/08/2025 - 01:40 PM

Submitted by: Anonymous

Submitted values are:

Name
Bridgett Hart

Address
1423 N. Benson Ct
Chandler, Arizona. 85224

Phone Number
(623) 670-1602

Agenda Item No.
Data Center

Support/Oppose
Oppose

Comments
Do not allow a data center to be built in our city and suck up our already too scarce water resources. Tell them to build by niagara falls or somewhere that has more than enough water. We don't want more destruction in this city. We want our city to be healthy, housed, educated, hydrated, and fed.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Saturday, November 8, 2025 2:47 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sat, 11/08/2025 - 02:46 PM

Submitted by: Anonymous

Submitted values are:

Name
Kyra Ison Kyra Ison

Address
701 W Temple St
Chandler, Arizona. 85225

Phone Number
(606) 027-3892

Support/Oppose
Oppose

Comments
I definitely oppose the building of a data collection center in Chandler. It woukl be devastating to our town and its citizens. The use of our resources in such a way would be wasteful. The people of Chandler shouldn't have our bills impacted,at this difficult economic downturn to subsidize a company. A company that many in the community do not support how they use the data they collect.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 1:25 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 01:24 AM

Submitted by: Anonymous

Submitted values are:

Name
Gina Myers

Address
651 N Maple Street
Chandler, Arizona. 85226

Phone Number
(480) 789-2591

Agenda Item No.
AI Data Center

Support/Oppose
Oppose

Comments
Please do not approve this. Our community can't afford the costs, both financial and environmental, and our state cannot afford the potential water waste.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 8:14 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 08:14 AM

Submitted by: Anonymous

Submitted values are:

Name
Jaiden E

Address
431 W Los Arboles Pl
Chandler, Arizona. 85225

Support/Oppose
Oppose

Comments
Please do not add the data center in Chandler. Cities in AZ have already been asked to conserve water usage, including Chandler. Even if developers dont use water and use air to cool the data centers that spike in energy will hit Chandler residents pockets which means less money going to the community of Chandler. Please do not allow this bill to pass.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Friday, November 7, 2025 10:02 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Fri, 11/07/2025 - 10:01 PM

Submitted by: Anonymous

Submitted values are:

Name
Edgar Ocampo

Address
4909 W Joshua Blvd
Chandler, Arizona. 85226

Support/Oppose
Oppose

Comments
Do not let the zoning project for the Data center near a Price to pass. We are already low on water and this will only exhasturbate the problem. There is no way that a data center will help the community at all

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Friday, November 7, 2025 9:51 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Fri, 11/07/2025 - 09:50 PM

Submitted by: Anonymous

Submitted values are:

Name
Melissa Ingram

Address
1581S Carriage Ln
Chandler, Arizona. 85286

Phone Number
(510) 507-3648

Agenda Item No.
Data Center

Support/Oppose
Oppose

Comments
Living in the desert, we already have water issues. Data centers require immense amounts of electricity, and their cooling systems use substantial water, systems can use millions of gallons of water daily, creating significant challenges in water-stressed areas such as Arizona. They are also major consumers of energy, and the electricity they use, often from fossil fuels, contributes to greenhouse gas emissions. NO DATA CENTER IN CHANDLER! WE CANNOT AFFORD IT!

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Friday, November 7, 2025 9:50 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Fri, 11/07/2025 - 09:49 PM

Submitted by: Anonymous

Submitted values are:

Name
Maria Perez

Address
202 W Oakland St
Chandler, Arizona. 85225

Phone Number
(480) 519-5131

Agenda Item No.
Data Center

Support/Oppose
Oppose

Comments
I do not want a data center in my community. I do not want my electricity bills to be even higher than they already are in the sunmer. AZ is one of the worst places for a data center

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 8:38 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 08:37 AM

Submitted by: Anonymous

Submitted values are:

Name
Lisa Franz

Address
3482 E Zion Way
Chandler, Arizona. 85249

Support/Oppose
Oppose

Comments
My husband and i oppose a data center in Chandler. We are concerned about it wil do to the cost of our water and will poison our water, air, and will create noise pollution.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 8:43 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 08:42 AM

Submitted by: Anonymous

Submitted values are:

Name
Amber McDorman

Address
2213 W Bentrup St
Chandler, Arizona. 85224

Phone Number
(480) 452-5891

Support/Oppose
Oppose

Comments
I oppose building an AI data center in Chandler. I am concerned about the energy usage and impact on the community.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 8:46 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 08:46 AM

Submitted by: Anonymous

Submitted values are:

Name
Heather Holt

Address
4920 S Alma School Rd.
Chandler, Arizona. 85248

Phone Number
(219) 688-4035

Agenda Item No.
AI Data Centerr

Support/Oppose
Oppose

Comments
Data Centers are KNOWN to take and drain clean water supplies. My concern is that we live in the desert and are always in a drought! Our towns had to prove they had ample amount of water to provide for the next century but adding a data center that uses millions of gallons a day is concerning for our people! We will no longer have clean water or good water pressure in our homes. This will affect our livelihood and our simple day to day when raising our families. These data centers are driving families away from other states, such as Indiana where I just left due to data centers in Valparaiso. Reconsider and research more about the current families now affected who live near data centers. You won't see benefits!

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 9:33 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 09:32 AM

Submitted by: Anonymous

Submitted values are:

Name
Pam Gardiner

Address
1560 W Saragosa Street
Chandler, Arizona. 85224

Agenda Item No.
AI data centers

Support/Oppose
Oppose

Comments
Do not approve AI data centers in Chandler-we don't want to end up like Gilbert with crazy water bills. We live in the desert for God's sake, we don't need another drain on our resources.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 10:07 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 10:06 AM

Submitted by: Anonymous

Submitted values are:

Name
Edis Siljegovic

Address
1691 e Redwood Pl
Chandler, Arizona. 85286

Agenda Item No.
Chandler AI Data Center

Support/Oppose
Oppose

Comments
Oppose AI data center if it will caise any impact whether financial or environmental burden to the citizens of Chandler.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 10:07 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 10:07 AM

Submitted by: Anonymous

Submitted values are:

Name
Edis Siljegovic

Address
1691 e Redwood Pl
Chandler, Arizona. 85286

Agenda Item No.
Chandler AI Data Center

Support/Oppose
Oppose

Comments
Oppose AI data center if it will caise any impact whether financial or environmental burden to the citizens of Chandler.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 11:03 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 11:02 AM

Submitted by: Anonymous

Submitted values are:

Name
Larry Moore

Address
5718 West Buffalo Place
Chandler, Arizona. 85226

Phone Number
(602) 515-2981

Agenda Item No.
No. 4464 of the City of Chandler and to A.R.S. 38-431.01

Support/Oppose
Oppose

Comments
If you all vote to approve a data center in Chandler, Arizona, a place that already has a scarcity of water, I will do all in my power to organize and vote each and every council member out of office. The citizens do not deserve or have we asked for the higher utility bills that come along with a data center to further prop up failing AI. let alone the unknown environmental impacts of having a center in a densely populated area.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 1:55 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 01:54 PM

Submitted by: Anonymous

Submitted values are:

Name
Sarah Richardson

Address
4810 W flint st
Chandler, Arizona. 85226

Support/Oppose
Oppose

Comments
I am strongly opposed to building any data centers in Chandler. Not only are the obtrusive in space and sound to the neighboring areas, they are a blight on the environment. The fact that anyone in Arizona is allowing our precious water be so irresponsibly given away is beyond comprehensive. We also just had rate increases for our water and power- and these companies aren't paying for their use. These centers do not create jobs and should not be allowed until they are environmentally neutral and companies pay for them. Absolutely vote no.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 6:38 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 06:37 PM

Submitted by: Anonymous

Submitted values are:

Name
Susan Hadley

Address
2711 S Cholla St
Chandler, Arizona. 85286

Phone Number
(630) 294-7900

Support/Oppose
Oppose

Comments
We are already dealing with a noisey Data Center in the Clemente Ranch subdivision! I can't believe our city is even contemplating another one in the same area! The horrific humming sound is enough to drive you crazy! Our concern also is property value! PLEASE do NOT build another one here.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Sunday, November 9, 2025 7:50 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Sun, 11/09/2025 - 07:50 PM

Submitted by: Anonymous

Submitted values are:

Name
Natalie Stong

Address
123 N Danyell
Chandler, Arizona. 85225

Phone Number
(262) 994-4153

Support/Oppose
Oppose

Comments
Vehemently oppose the consrruction of an Al data center in our community. This is going to increase our electricity bill and we already do not have enough water in Arizona. This will also lower our property vaLues. Do not do this to us!

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 10, 2025 5:59 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/10/2025 - 05:58 AM

Submitted by: Anonymous

Submitted values are:

Name
Amanda Hilleary-Fonseca

Address
686 e del rio st
Chandler, Arizona. 85225

Phone Number
(602) 578-8447

Agenda Item No.
Data Center in Chandler

Support/Oppose
Oppose

Comments
Adding a data center to chandler would be detrimental to our residents. The use of warer in a desert is absolutely wasteful. The extra use of our electrical grid is equally wasteful unless they are mandated to use 100% solar. Please do not allow this water wasting company to build in our city. Arizona has little enough water as it is. We have always worked on water conservation and using as little water as possible. If you allow this in Chandler the residents will loose our most necessary resource. Water is not a renewable resource, you can't make water. Making drinking water is all the more difficult. Please do not allow this in Chandler.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 10, 2025 5:59 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/10/2025 - 05:59 AM

Submitted by: Anonymous

Submitted values are:

Name
Sharon Standke

Address
1835 E Grand Canyon Dr
Chandler, Arizona. 85249

Phone Number
(480) 963-5153

Support/Oppose
Oppose

Comments
I oppose any continued building of data centers, especially AI data centers. Why? Becuse they employ very few people, so do not add jobs to the economy. But more importantly they are a hugh drain on our natural resources. Both Chandler and Arizona are dealing with droughts and water schortages so building a facility that will need millions of gallons of water to operate is not a wise use of our limited natural resources. They are also large users of elecricity which will cause energy rates to go up. I would prefer to see Chandler choosing to support businesses that would bring more jobs to the community and not just consume large amounts of natural resources that our community is already short on.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 10, 2025 8:14 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/10/2025 - 08:14 AM

Submitted by: Anonymous

Submitted values are:

Name
Alex Soloviev

Address
1689 East Canyon Way
Chandler, Arizona. 85249

Agenda Item No.
New AI Datacenter

Support/Oppose
Oppose

Comments
I oppose the plan to build a new AI data center in Chandler. The data centers are using too much water and electricity. We cannot afford for our electricity and municipal bills to go up. The Valley is not the best place for building a data center because we don't have large bodies of water needed for cooling of the center.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 10, 2025 9:20 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/10/2025 - 09:19 AM

Submitted by: Anonymous

Submitted values are:

Name
Michel Duarte

Address
1708 W Oakland Ct
Chandler, Arizona. 85224

Agenda Item No.
New Ai Data Center

Support/Oppose
Oppose

Comments
Hello Council Members,I appreciate our city's proactive step in passing a data-center specific ordinance to protect our community's interests. This shows a commitment to responsible development. However, even with this ordinance in place, we must confront the practical realities that make the proposed data center undesirable for our city at this time.The most critical concern is our precarious water supply. Data centers are known to be immensely water-intensive operations, often requiring millions of gallons annually for cooling, which would place an unsustainable strain on our already water-short city.Furthermore, these facilities will significantly contribute to local heat increase. Data centers continuously discharge substantial amounts of hot exhaust air into the atmosphere. This is not just a matter of discomfort; this constant thermal output will exacerbate the urban heat island effect and potentially increase average local temperatures, impacting public health and energy demands.Finally, the sheer scale of the data center's utility consumptionboth for water and electricitywill inevitably lead to higher overall utility costs for every resident and business. The infrastructure upgrades and increased demand will be borne by the community.Therefore, considering the serious and immediate threats to our water security, the contribution to local heat, and the likely negative impact on utility costs, I must

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 10, 2025 9:20 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/10/2025 - 09:19 AM

Submitted by: Anonymous

Submitted values are:

Name
Michel Duarte

Address
1708 W Oakland Ct
Chandler, Arizona. 85224

Agenda Item No.
New Ai Data Center

Support/Oppose
Oppose

Comments
Hello Council Members,I appreciate our city's proactive step in passing a data-center specific ordinance to protect our community's interests. This shows a commitment to responsible development. However, even with this ordinance in place, we must confront the practical realities that make the proposed data center undesirable for our city at this time.The most critical concern is our precarious water supply. Data centers are known to be immensely water-intensive operations, often requiring millions of gallons annually for cooling, which would place an unsustainable strain on our already water-short city.Furthermore, these facilities will significantly contribute to local heat increase. Data centers continuously discharge substantial amounts of hot exhaust air into the atmosphere. This is not just a matter of discomfort; this constant thermal output will exacerbate the urban heat island effect and potentially increase average local temperatures, impacting public health and energy demands.Finally, the sheer scale of the data center's utility consumptionboth for water and electricitywill inevitably lead to higher overall utility costs for every resident and business. The infrastructure upgrades and increased demand will be borne by the community.Therefore, considering the serious and immediate threats to our water security, the contribution to local heat, and the likely negative impact on utility costs, I must

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 10, 2025 11:00 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/10/2025 - 11:00 AM

Submitted by: Anonymous

Submitted values are:

Name
Joni Schultz

Address
2092 W Spruce Dr
Chandler, Arizona. 85286

Phone Number
(480) 262-5448

Agenda Item No.
No more data centers

Support/Oppose
Oppose

Comments
Please-no more data centers on the Price Road corridor!!!! They consume power, water and do not add good jobs to our city, which was the whole purpose of the corridor in the first place Send the lobbyist packing!

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 10, 2025 1:00 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/10/2025 - 12:59 PM

Submitted by: Anonymous

Submitted values are:

Name
Carolyn McCune

Address
975 e virgo place
Chandler, Arizona. 85249

Phone Number
(612) 618-7358

Support/Oppose
Oppose

Comments
Help keep cost down for families.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 10, 2025 2:39 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/10/2025 - 02:39 PM

Submitted by: Anonymous

Submitted values are:

Name
April Goldman

Address
3530 S Hollyhock Pl
Chandler, Arizona. 85248

Agenda Item No.
Price Road Innovation Campus AI Data Center

Support/Oppose
Oppose

Comments
I write as a concerned resident of Chandler to formally object to the proposed development of an AI data center and associated research office buildings at the site located at the southwest corner of Price Road and Dobson and Price Road. While I appreciate the Citys interest in innovation, this project raises multiple concerns which I believe must be fully addressed before any approval is granted. Given the large footprint (nine acres just for the data-center building) and major infrastructure demands (power, cooling, parking for 520 surplus spaces) described, the ratio of land consumed and resource use to longterm jobs appears unfavorable for the community. Given the large scale of compute and cooling required, and Arizonas challenges with water scarcity and sustainable power supply, the longterm burden on local utilities, environment, and perhaps taxpayers is unclear. I ask the Council to require a transparent, independent assessment of projected power draw and impact on residential rates, water usage, including refrigeration closedloop cooling systems and potential effects on municipal supply, noise, heatoutput, generator usageback-up systems and their impact on nearby neighborhoods. Finally, I want to address comments made by former Senator Kyrsten Sinema, suggesting that federal preemption could remove local control. Regardless of future speculation, Chandler retains the rightand the responsibility to decide whats best for our community today. I urge the Council to withhold final approval

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 10, 2025 4:47 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/10/2025 - 04:46 PM

Submitted by: Anonymous

Submitted values are:

Name
Mary Mangus

Address
723 W Nolan Way
723 W Nolan Way
Chandler, Arizona. 85248

Phone Number
(480) 895-4483

Agenda Item No.
No Data Center in Chandler

Support/Oppose
Oppose

Comments
Please! We do not need this data center in Chandler. It's bad enough that our taxes will be going up due to the bond but how are we supposed to pay for an increase in water and electricity too. NO DATA CENTER IN CHANDLER!

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 5:55 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 05:54 AM

Submitted by: Anonymous

Submitted values are:

Name
Kristina and Lee Berry Berry

Address
1617 w Gunstock lp
Chandler, Arizona. 85286

Phone Number
(480) 326-5844

Agenda Item No.
new data center

Support/Oppose
Oppose

Comments
Good morning, please vote NO to the new Data Center in Chandler. We are too poor to afford the outragous price of water and utility that the billionaires ans corp passing down to us. Please do not betray our ppl like the 8 Democrats did. Thank you.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 9:02 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 09:02 AM

Submitted by: Anonymous

Submitted values are:

Name
Anh Bui

Address
3140 S Mingus Dr
Chandler, Arizona. 85286

Phone Number
(512) 999-8399

Agenda Item No.
Data center

Support/Oppose
Oppose

Comments
We do not want higher electic and water bills. We do noy want poisoned waters.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 12:24 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 12:23 PM

Submitted by: Anonymous

Submitted values are:

Name
Jennifer McMorran

Address
4773 S. Tumbleweed Ct
Chandler, Arizona. 85248

Phone Number
(602) 751-1673

Agenda Item No.
New AI Datacenter

Support/Oppose
Oppose

Comments
No for the development of a new AI Datacenter. The drain on resources will be too great. The drain on valuable and limited resources such as electricity, water, and the development of land does not outweigh the benefit (if any) of another datacenter.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 12:26 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 12:26 PM

Submitted by: Anonymous

Submitted values are:

Name
Jennifer McMorran

Address
4773 S. Tumbleweed Ct
Chandler, Arizona. 85248

Phone Number
(602) 751-1673

Agenda Item No.
PLH25-0016

Support/Oppose
Oppose

Comments
No on the development of high density homes along Basha Road in Chandler. The area is already too dense and the residents do not want more traffic or residential homes in the area.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 3:09 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 03:08 PM

Submitted by: Anonymous

Submitted values are:

Name
Tanya Petros

Address
4302 W. Mercury Way
Chandler, Arizona. 85226

Phone Number
(770) 742-0473

Agenda Item No.
PLH25-0016

Support/Oppose
Oppose

Comments
Ocotillo is already packed and can't handle more traffic! I spend alot of time in the Ocotillo area for various reasons.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 3:59 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 03:59 PM

Submitted by: Anonymous

Submitted values are:

Name
Amelia Foster Amelia Foster

Address
4209 E Windsong Dr
ChandlPr, Arizona. 85048

Phone Number
(480) 452-6180

Support/Oppose
Oppose

Comments
I DO NOT support the building of any AI centers. These data centers will bring only a few jobs but will make our water and power bills raise. We are in a desert. These centers will take much needed water. These data centers have been proven to cause bills of the entire state to skyrocket.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 4:31 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 04:30 PM

Submitted by: Anonymous

Submitted values are:

Name
Kimberley Mladenov Kimberley Mladenov

Address
406 W chilton st
Chandler, Arizona. 85225

Phone Number
(480) 703-6130

Agenda Item No.
5143

Support/Oppose
Oppose

Comments
Please do not approve the new AI data center. Chandler does not want or need this.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 4:50 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 04:49 PM

Submitted by: Anonymous

Submitted values are:

Name
Caroline Lo

Address
101 S Lakeview Blvd
Chandler, Arizona. 85225

Support/Oppose
Oppose

Comments
Unless these AI data facilities are planning to fund water for the rest of us instead of just taking it, this sounds like a losing deal for Chandler. It will take up water and no one cares about this, but it will produce heat and our temps are already rising every year. It's not like an AI data facility will bring jobs, and if people think it'll attract more tech companies to the state, why can't they be placed somewhere where no one goes to like the uninhabited towns of az (for ex that huge stretch of land past Florence). Just weighing the pros and cons, we need to save our space for better opportunities, this doesn't seem like a good deal. If a drought occurs, who will get priority?

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 5:15 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 05:14 PM

Submitted by: Anonymous

Submitted values are:

Name
Nick Steffes

Address
139 E Bluejay Drive
Chandler, Arizona. 85286

Phone Number
(602) 739-5008

Agenda Item No.
Case :PLH25-0016

Comments
Please advise of any updates.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 5:35 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 05:34 PM

Submitted by: Anonymous

Submitted values are:

Name
Deanna Pothier

Address
2084 E Firestone Dr
Chandler, Arizona. 85249

Agenda Item No.
5143

Support/Oppose
Oppose

Comments
AI Datacenters have proven to be a drain on power and water supplies where ever they have opened. Local communities have been left to foot the bill for both. We do not need or want this type of drain on our community. We strongly oppose this datacenter.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 7:58 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 07:57 PM

Submitted by: Anonymous

Submitted values are:

Name
Aleesa C

Address
2900 W Highland St
Chandler, Arizona. 85224

Agenda Item No.
5143

Support/Oppose
Oppose

Comments
NO! To the data center. Those data centers take SO much energy and use SO much water. Those costs will just ultimately be passed onto citizens. Don't make Chandler even more unaffordable. Stop to think, is this AI stuff really worth it if we are hurting our already struggling citizens with increased energy and water costs? Have mercy.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Wednesday, November 12, 2025 6:20 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Wed, 11/12/2025 - 06:19 AM

Submitted by: Anonymous

Submitted values are:

Name
Amanda Lee

Address
1824 W Orchid Lane
Chandler, Arizona. 85224

Agenda Item No.
5143

Support/Oppose
Oppose

Comments
Please do NOT allow this data center as it wilk take significant water and energy resources and increased pollution in our town ! Chandler is promoting reducing water usage and this would only go against that objective!

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 5:40 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 05:39 AM

Submitted by: Anonymous

Submitted values are:

Name
Kristina Berry

Address
1736 E Fry Rd
Chandler, Arizona. 85225

Phone Number
(480) 326-3829

Agenda Item No.
New data center in chandler

Support/Oppose
Oppose

Comments
Good Morning,we do not want a new data center in Chandler. We cabn afford an outragous price of water or utility. we are too poor to support the billionaires and their companies. Thank you

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Tuesday, November 11, 2025 2:54 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Tue, 11/11/2025 - 02:54 AM

Submitted by: Anonymous

Submitted values are:

Name
Resident Resident

Address
250 S. Elizabeth Way
Chandler, Arizona. 85225

Support/Oppose
Oppose

Comments
No data centers in Chandler!!

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 10, 2025 7:30 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/10/2025 - 07:29 PM

Submitted by: Anonymous

Submitted values are:

Name
Kylin Mann

Address
555 S Galleria Way
Unit 194
Chandler, Arizona. 85226

Support/Oppose
Oppose

Comments
NO data center. AI is costly on the environment and is taking jobs. I moved from a town in IN that also built a data center, there have been costly effects not just on electric bills but the quality of drinkable water. we cannot afford to degrade such a valuable resource further just to further a politician's agenda. thank you.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Thursday, November 13, 2025 6:11 AM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Thu, 11/13/2025 - 06:11 AM

Submitted by: Anonymous

Submitted values are:

Name
Cassandra Hayes

Address
2578 E Desert Broom Pl
Chandler, Arizona. 85286

Phone Number
(520) 559-1512

Support/Oppose
Oppose

Comments
Hello, Please vote NO on the data center proposal. This would be devastating to our already low water supply, would stress energy usage, and create noise levels that would disrupt neighborhoods. Don't let Chandler residents pay for a major corporation to use our resources. These tech companies that boast about employment opportunities and the growth it would bring, end up doing massive layoffs leaving people without an income anyway. Vote NO!

From:	Marie Andrews
To:	Kevin Mayo
Cc:	Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject:	FW: AI Data center in chandler
Date:	Thursday, November 13, 2025 2:05:11 PM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Thursday, November 13, 2025 2:04 PM
To: erikanikolette@gmail.com
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: FW: AI Data center in chandler

Ms. Baker,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

Please note that at tonight's meeting, the Council will vote to continue this item to the December 11, 2025, City Council Meeting.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Erika Nikolette <erikanikolette@gmail.com>
Sent: Thursday, November 13, 2025 7:31:09 PM (UTC) Coordinated Universal Time
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: AI Data center in chandler

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Dear mayor and city council members,

I urge you to vote no on Krysten Sinemas proposal for a data center in chandler. We have so many companies moving here already, creating jobs and helping to fund infrastructure. However these data centers -based on information given by people who live near them already- will only increase our energy costs, waste our water, and pollute our already dwindling resources.

I have lived in chandler the last 10 years and I love it here. The city supports its citizens more than most in infrastructure and improvements and im proud to be a resident. Please reject this offer, and stand up for our city and what benefits us as the people.

Best,

Erika baker

From:	Marie Andrews
To:	Kevin Mayo
Cc:	Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject:	FW: Rezoning Request PLH24-0046 (Price Road Innovation Campus, 3380 S. Price Road)
Date:	Thursday, November 13, 2025 1:57:39 PM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Thursday, November 13, 2025 1:56 PM
To: 'macmpa930@earthlink.net' <macmpa930@earthlink.net>
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Rezoning Request PLH24-0046 (Price Road Innovation Campus, 3380 S. Price Road)

Mr. Coryell,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

Please note that tat tonight's meeting, the Council will vote to continue this item to the December 11, 2025, City Council Meeting.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Mark Coryell <macmpa930@earthlink.net>
Sent: Thursday, November 13, 2025 7:38:59 PM (UTC) Coordinated Universal Time
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Rezoning Request PLH24-0046 (Price Road Innovation Campus, 3380 S. Price Road)

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To whom it may concern:

Please delay this rezoning request until these issues are addressed:

- How much water will this facility use, and from what sources?
- What chemicals will be used in cooling systems, and how will they be contained and disposed of safely? How will PFAS be addressed?
- What plans exist to adapt to shortages or drought years?
- What are the cumulative impacts of this and other tech boom projects, and how is the City addressing the big picture of water use and potential contamination by this industry?

Thank You

Mark A Coryell
Ahwatukee, Arizona

From:	Marie Andrews
To:	Kevin Mayo
Cc:	Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject:	FW: NO New Data Center Re: City Council Meeting 11/13/25 PLH24-0046
Date:	Thursday, November 13, 2025 12:21:54 PM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Thursday, November 13, 2025 12:21 PM
To: kylerporter@gmail.com
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: NO New Data Center Re: City Council Meeting 11/13/25 PLH24-0046

Mr. Porter,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

Please note that tat tonight's meeting, the Council will vote to continue this item to the December 11, 2025, City Council Meeting.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Kyle Porter <kylerporter@gmail.com>
Sent: Tuesday, November 11, 2025 11:18:22 AM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: NO New Data Center Re: City Council Meeting 11/13/25 PLH24-0046

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Dear Chandler Mayor and City Council,

As a resident and homeowner in Chandler I am urging you to NOT approve the rezoning for another AI Data Center re: PH24-0046 which is to be discussed in the City Council Meeting 11-13-25.

Beyond the Price Ccorridor already having 10 Data Centers, data centers themselves use a large amount of electricity and water, but produce a low amount of tax revenue and jobs compared to other commercial businesses.

On top of that, AI is a technology with unproven profitability (See: OpenAI recently asking for a government bailout), making future demand for AI data centers uncertain.

I urge for the property in question, as well as similar properties, to instead be developed in ways that produce more tax revenue and jobs, as well as using less water and electricity, than Data Centers, AI or otherwise.

Sincerely,

Kyle R. Porter

1322 W Linda Ln
Chandler, AZ 85224
480-452-9012
kylerporter@gmail.com

From:	Marie Andrews
To:	Kevin Mayo
Cc:	Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject:	FW: Concerns about proposed data center in Ocotillo
Date:	Thursday, November 13, 2025 12:03:46 PM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Thursday, November 13, 2025 12:03 PM
To: drheatherhorn@gmail.com
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Concerns about proposed data center in Ocotillo

Ms. Horn,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

Please note that tat tonight's meeting, the Council will vote to continue this item to the December 11, 2025, City Council Meeting.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Heather Horn <drheatherhorn@gmail.com>
Sent: Thursday, November 13, 2025 6:26:26 PM (UTC) Coordinated Universal Time
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Concerns about proposed data center in Ocotillo

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

Dear Mayor Hartke and Chandler City Council Members,

As a 22-year resident of the Ocotillo neighborhood in Chandler, I urge you to reject the proposed AI data center at Price and Dobson.

My first concern is noise, such as that generated by data centers in the Price Corridor, which have vexed residents in nearby neighborhoods for years, as referenced by the Atlantic magazine in 2019. There are residences directly across from this site on Dobson Road. My second concern is the strain that this data center could place on our local energy grid and the never-ending infrastructure construction cycle that I associate with similar projects in the area.

My third and overarching concern is that this is not the kind of project Ocotillo and Chandler need in our backyards. We need jobs. In the wake of layoffs at Intel, Ocotillo--which has been voted the #1 planned community in Arizona--has seen some of the steepest housing price drops in the Valley, as the *Arizona Republic* reported on October 13. With the construction of numerous data centers along the Price Corridor, the city has veered from its plan to make this area a center of high-paying jobs. I strongly agree with city planning manager David De laTorre, who has pointed out that the Price Corridor is intended to be a hub for "research and development-based industries," as outlined in

the city's general plan. The *Arizona Republic* reported De la Torre's position that "the data center would not drive employment because not many people are needed to staff the center." No job-generating tenants have been identified for the proposed office buildings at the site.

I am not a NIMBY. I am a JIMBY (jobs in my backyard). I dare say that in contrast to many of my neighbors, I'm also a AHIMBY (affordable housing in my backyard), but that's not the issue before you today.

I urge you to stop this project in its tracks at tonight's meeting.

Sincerely yours,

Heather Horn

From: Alejandra Ramirez
To: David De La Torre; Mayor&Council
Subject: NO to AI Data Centers!
Date: Thursday, November 13, 2025 9:52:50 AM

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Report Suspicious

Hello,

My name is Alejandra Ramirez, a resident of Chandler & I strictly oppose the construction of the AI data center that is proposed for Price Road and Dobson. AI data centers are not welcome in our community.

These data centers require large amounts of water for cooling, create strain on our power grids, affect our environment and have a negative impact on the surrounding locals.
It's a disruption to the health of everyday residents and collectively as a community we are not ok with it.

Please stand with us and say no to the construction of the AI data center. SAY no, to the large consumption of water wasted on machines. NO to the toxic surpluses of fossil fuels that it will add to our air. NO to the rise of electric cost that we as non-beneficiary residents will be forced to pay. Adding a data center would only hurt us, not help us.

Thank you for your consideration and for standing with us.

Take care,

Alejandra R.

From:	Marie Andrews
To:	Kevin Mayo; Dana DeLong
Cc:	Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject:	FW: Public Meeting 11/13/25: Development Services Memo No. 25-029
Date:	Thursday, November 13, 2025 9:42:02 AM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Dana, can you reach out to Sarah today and address he questions on the meeting tonight and December 11?

Thank you.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Thursday, November 13, 2025 9:39 AM
To: sarahalana25@gmail.com
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Public Meeting 11/13/25: Development Services Memo No. 25-029

Hello,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file. Additionally, I forwarded to the City Clerk to address your questions.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Sarah Alana <sarahalana25@gmail.com>
Sent: Thursday, November 13, 2025 9:11:52 AM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Public Meeting 11/13/25: Development Services Memo No. 25-029

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Report Suspicious

Dear Mayor and City Council,

Will this evening's meeting have anyone speaking about the PLH24-0046 Price Road Innovation Campus Introduction and Tentative Adoption of Ordinance No. 5143 item or will Chandler residents have a chance to speak about this in the Dec 11th meeting?

I am strongly opposed to the proposed rezoning of the building and the plan to create the AI data center. The citizens of Chandler voted on and made into law the current containment of data centers in the Price corridor for a reason, please respect the voice of the residents of this city. The zoning standards should not be altered for some out of state data center opportunists. How does this data center improve the quality of life for the people of Chandler, both long and short term?
I would argue that polluting the water, taxing our already limited water resources and power grid, and unknown health and environmental impacts are not positive outcomes for anyone living here. Case after case have shown that these data centers bring very little job opportunity and do indeed cause resource issues for the residents near them. I have seen that many data centers in CA and VA sit unused while they wait for power grids to even get up to speed to accommodate them, we all know who pays for that work in the long run, the residents!
Active Infrastructure will end up paying no tax to our community per the Arizona Data

Center Program: "*For sustainable redevelopment projects, tax exemptions are available for up to 20 years."* I am not quite sure how this work can be called sustainable but I am sure they have found a way. So they come in and pay no taxes for 20 years, only pay a measly 30% portion of the SRP update and leave us with no water, higher electric bills, zero tax revenue and a *hope* of jobs? They know this is a bad deal and so what do they do? Bring in political actors to threaten this City to push through this bad deal that only benefits them. Shame!

Sincerely
Sarah A. Sreedhar

From:	Marie Andrews
To:	Kevin Mayo
Cc:	Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject:	FW: Proposed AI Data Center
Date:	Thursday, November 13, 2025 9:32:41 AM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Thursday, November 13, 2025 9:31 AM
To: 'jaimenorell@gmail.com' <jaimenorell@gmail.com>
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Proposed AI Data Center

Jamie,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant

City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Jaime Norell <jaimenorell@gmail.com>
Sent: Thursday, November 13, 2025 9:18:24 AM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Proposed AI Data Center

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Report Suspicious

As a constituent, I have concerns about the proposed AI Data Center in Chandler. With the amount of fresh water needed to run a data centers, even for the most basic of requests, we would need to take away valuable resources from existing community members. Healthy drinking water is a human right. Humans should not have to compete with machines for fresh water in the desert! Citizens with 20 miles or more of current AI data centers report being unable to drink the water from their taps. It will also increases cost and energy prices and put a strain on our grid. Can you imagine rolling blackouts during peak summer months? It is unsafe and dangerous.

Please, I beg you to not bring an AI Data Center to Chandler. I love Chandler! I love living here with my husband and small child. I love visiting all the local stores, the downtown events. I love this community. But if a data centers comes to town, I will be forced to leave for the health and safety of my family.

Jaime Norell

From:	Marie Andrews
To:	Kevin Mayo
Cc:	Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject:	FW: AI data center
Date:	Monday, November 10, 2025 4:59:14 PM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Monday, November 10, 2025 4:56 PM
To: 'lbnuckolls@gmail.com' <lbnuckolls@gmail.com>
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: AI data center

Hello,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Leah Nuckolls <lbnuckolls@gmail.com>
Sent: Sunday, November 9, 2025 11:23:13 AM (UTC-07:00) Arizona
To: Kevin Hartke <Kevin.Hartke@chandleraz.gov>
Subject: AI data center

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Absolutely NOT. Please I am urging you to not allow this data center to happen.

From:	Marie Andrews
To:	Kevin Mayo
Cc:	Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject:	FW: AI Data Center
Date:	Monday, November 10, 2025 4:31:39 PM

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Monday, November 10, 2025 4:31 PM
To: kikimom45@aol.com
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: AI Data Center

Ms. Boyer,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Nicolette Boyer <kikimom45@aol.com>

Sent: Saturday, November 8, 2025 4:09:37 PM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: AI Data Center

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Report Suspicious

We live within a quarter mile of this proposed Data Center.
We urge you to vote No.
Thank you
Nicolette Boyer

Sent from my iPad

From:	Marie Andrews
To:	Kevin Mayo
Cc:	Dana DeLong; Jennifer Ekblad; John Pombier; Tadd Wille; Leah Powell; Dawn Lang; Alexis Apodaca; Matthew Burdick; Ryan Peters; David De La Torre
Subject:	FW: Rezoning Request PLH24-0046 (Price Road Innovation Campus, 3380 S. Price Road)
Date:	Monday, November 10, 2025 3:20:03 PM
Attachments:	ATT00001.png SierraClubGCCPriceRoadInnovationCampusComments (1).pdf

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Monday, November 10, 2025 3:19 PM
To: sandy.bahr@sierraclub.org
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Rezoning Request PLH24-0046 (Price Road Innovation Campus, 3380 S. Price Road)

Ms. Bahr,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Sandy Bahr <sandy.bahr@sierraclub.org>
Sent: Monday, November 10, 2025 3:02:08 PM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Cc: Jennifer Martin <jennifer.martin@sierraclub.org>
Subject: Rezoning Request PLH24-0046 (Price Road Innovation Campus, 3380 S. Price Road)

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Report Suspicious

Please see attached comments.

--

Sandy Bahr
Director, Grand Canyon Chapter
she/her
Phoenix, Arizona
Direct Line (602) 253-8633
Mobile (602) 999-5790
www.sierraclub.org/arizona

Living on traditional Akimel O'odham and Piipash Lands

SIERRA CLUB

Grand Canyon Chapter ● 514 W. Roosevelt St. ● Phoenix, AZ 85003

Phone: (602) 253-8633 ● Email: grand.canyon.chapter@sierraclub.org

November 10, 2025

Mayor Kevin Hartke and Members of the Chandler City Council
Chandler City Hall
175 S. Arizona Ave.
Chandler, AZ 85225
Sent via email to mayorandcouncil@chandleraz.gov

Re: Rezoning Request PLH24-0046 (Price Road Innovation Campus, 3380 S. Price Road)

Dear Mayor Hartke and Council Members:

Please consider these comments on behalf of the Grand Canyon Chapter of the Sierra Club, a passionate and dedicated group of individuals who are deeply committed to the protection and preservation of Arizona's natural resources, particularly our cherished waterways. Sierra Club is one of the nation's oldest and most influential grassroots organizations whose mission is "to explore, enjoy, and protect the wild places of the earth; to practice and promote the responsible use of the earth's ecosystems and resources; and to educate and enlist humanity to protect and restore the quality of the natural and human environments." Sierra Club has more than 3.7 million members and supporters with 35,000 in Arizona as part of the Grand Canyon (Arizona) Chapter. We are reaching out to voice concerns regarding the upcoming agenda item on November 13, 2025, for rezoning request PLH24-0046 (Price Road Innovation Campus).

Data centers rely heavily on water for cooling systems, which require continuous replenishment of water to account for evaporation losses, drift, and blowdown (flushing of concentrated minerals). These uses can amount to millions of gallons per year. Because the proposed facility is large, it is reasonable to expect a substantial additional water load.

As Chandler draws from a mix of groundwater and surface water including Central Arizona Project, which are impacted by long-term drought conditions, uncertainty in regional supply means that future water availability will be more constrained than it has been historically. Incremental demand from new high water use facilities increases risk to residents and other users. Before approving this rezoning, it would be prudent for the Council to consider a cumulative impact assessment of existing and proposed data centers and semiconductor fabrication plants on Chandler's water system, including supply sources, pumping and treatment infrastructure, storage, discharge, and resiliency under drought conditions.

Beyond sheer volume, the project raises water quality and management questions:

- Blowdown from evaporative cooling systems contains concentrated minerals and chemical additives like corrosion inhibitors, biocides, and anti-scaling agents. How will this facility

handle that waste stream? Will it discharge to sewer, manage on-site, reuse or treat, or some combination of these?
- What chemical agents are proposed for the cooling systems and what safeguards will prevent accidental release or infiltration to groundwater, stormwater, or adjacent parcels?
- If groundwater is used or its quality affected, what monitoring and mitigation will be in place to ensure no degradation of the aquifer or nearby wells?
- Will reclaimed water be reused in lieu of potable supply for cooling or landscaping?

For the community and for the Council to make fully informed decisions, the following details must be made available and addressed:

1. Estimated daily, peak, monthly, and annual water demand with breakdown by use.
2. Identification of water source or sources.
3. Cooling system design and technology to be used, and the expected water losses.
4. Water reuse or recycling plans and how wastewater will be managed.
5. Chemical additives and concentrations to be used in the cooling system, and plans for safe handling, containment, discharge, and/or recycling.
6. Monitoring, reporting, and public availability of data related to water consumption, chemical use, water discharge volumes, and any non-compliance incidents.
7. Response and adaptation in years of water shortage, supply restrictions, or significant regional water stress.
8. Independent, third-party review and verification of water use assumptions and impact modeling.

We also are concerned about potential air quality impacts from onsite generators. This is something the Council should also evaluate, especially considering the fact that air quality in the area already does not meet the health-based standards for ozone and particulates.

We request that the Council delay this rezoning decision until full analysis of potential impacts can be conducted, including the cumulative impact of numerous data centers and chip fabrication facilities in the community. A water-intensive industrial boom in an arid region cannot be realistically considered project-by-project. Approving another large water-intensive facility without complete clarity on its implications threatens the future of Chandler's water supply as well as the sensitive ecosystems on which we all depend, plus can further contribute to unhealthy air in our region.

Thank you for your consideration of these comments as part of the review of PLH24-0046.

Sincerely,





Sandy Bahr
Director
Sierra Club Grand Canyon Chapter

Jennifer Martin-McLeod
Arizona Water Sentinels Program Manager
Sierra Club Grand Canyon Chapter

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Monday, November 10, 2025 10:20:34 AM

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Submitted on Mon, 11/10/2025 - 10:20 AM

Submitted by: Anonymous

Submitted values are:

Name
Zack Hewitt

Address
2731 W Kent Dr
Chandler, Arizona. 85224

Phone Number
(480) 821-8145

Agenda Item No.
PLH24-0046

Support/Oppose
Oppose

Comments
As a Chandler resident i am concerned about the cost of data centers being built in our community. Specifically surrounding the issues of water use and hiked electirical bills which are already very high in the summer months. I am against their business strategy of passing such costs on to the public for private gain. Especially due to the low staffing requirements of data centers that will not bring a meaningful number of high paying jobs to Chandler like semi conductor design and manufacturing has in the past. IF we are to allow data centers I expect no less than for their operators to pay the appropriate city, county, and state tax rate IN ADDITION to contributing to a new heavy users energy fund to be redistributed to the comparatively low utility use individual Chandler residents to ensure our electricity bills do not increase from a handful of heavy users moving into the city.

From: Kathryne McCoach
To: David De La Torre; Mayor&Council
Subject: Please vote No to Ai Data Centers
Date: Monday, November 10, 2025 9:54:29 AM

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Report Suspicious

Hello David,

My name is Katie, and I'm a resident of the Chandler area. I deeply oppose the construction of the Ai data center that is proposed for Price road and Dobson.

These data centers require large amounts of water for cooling, create strain on our power grids, affect our environment and have a negative impact on the surrounding locals. And while the data center says they have plans to not take up too much water, we are a family city. Any additional water taken is taking away from the families and children who need it. What I'm not seeing is a way this data center will feed back into the environment.

We don't need another center that only gives a handful of jobs but takes from the people and environment and harms our land. And the goal of ai is to take more and more from everyday people and feed it back into corporations. This is not a sustainable choice for the city. And its impacts will trickle down and harm generations to come.

I'm a single mom who moved here a year ago. I want to stay in Chandler, raise my son here. I want this to be his home, but how can I ensure his safety if his water supply will run out because of this? If our water costs go up because of this? How will this impact the environment in two years, five, ten? Especially at the rate in which ai is evolving.

Please stand with us and say no to the construction of the AI data center.

Please.

Katie

From: DONALD G HUEBNER
To: David De La Torre
Subject: Price Road Innovation Campus
Date: Sunday, November 9, 2025 11:07:40 AM

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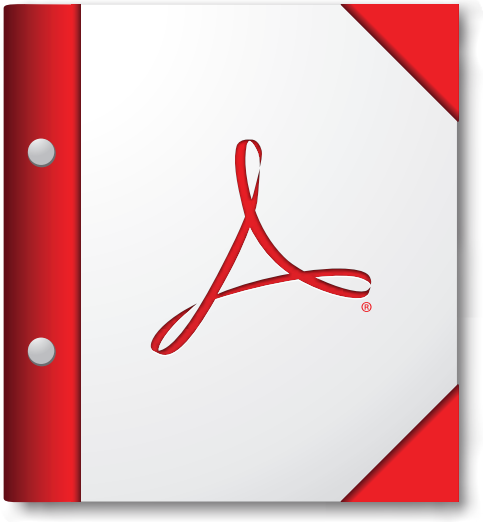
Report Suspicious

I am against anymore data centers being built in Chandler. Considering their excessive use of either water or electricity, I think Chandler has enough data centers.

Donald Huebner
2511 W Queen Creek Rd.
#319
Chandler, Az. 85248



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From: Nicolette Boyer
To: David De La Torre
Subject: Price Road Innovation Campus
Date: Saturday, November 8, 2025 4:05:57 PM

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Report Suspicious

We live within a quarter mile of this proposal.
We urge you to vote No.
Thank you
Nicolette Boyer

Sent from my iPad

From: Megan Max
To: David De La Torre; Mayor&Council
Subject: No to AI Data Centers
Date: Friday, November 7, 2025 7:31:11 PM

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

Hello,

My name is Megan Max, & I strictly oppose the construction of the Ai data center that is proposed for Price road and Dobson. Ai data centers are not welcome in our community.

These data centers require large amounts of water for cooling, create strain on our power grids, affect our environment and have a negative impact on the surrounding locals.
It's a disruption to the health of everyday residents and collectively as a community we are not ok with it.

Please stand with us and say no to the construction of the AI data center. SAY no, to the large consumption of water wasted on machines. NO to the toxic surpluses of fossil fuels that it will add to our air. NO to the rise of electric cost that we as non-beneficiary residents will be forced to pay. Adding a data center would only hurt us, not help us.

Thank you for your consideration and for standing with us.

Megan Max
500 N Metro Blvd, Chandler, AZ 85226

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Friday, November 7, 2025 6:00:58 PM

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Report Suspicious

Submitted on Fri, 11/07/2025 - 06:00 PM

Submitted by: Anonymous

Submitted values are:

Name
Maria fernanda Lighthouse

Address
300 n Gila Springs blvd
178
Chandler, Arizona. 85226

Phone Number
(626) 808-3929

Agenda Item No.
422KSF

Support/Oppose
Oppose

Comments
my resounding opposition to this proposal stems from 3 points: the agreement for that corridor in 2016 was to prevent data centers, just because you named AI something it does not make it NOT a data center, I understand this property has been empty for 6 years but the unpleasant odor of the water treatment facility will not be fixed with just slapping a data center on it specially knowing that this data center will not have a water circulation and treatment option inside it as it WILL be using water that we, Chandler, needs; and finally a substation doesnt mean its separate from the grid, it will still draw power from the grid without a plan to increase power generation to meet chandler need and so we will end up paying for it! Therefore, explain to me how this will generate a positive impact on the community. i will love to talk more about this proposal. If they had a plan to reuse and treat water as well as work this data center from solely solar energy or alternatives i think chandler will be more ammenable. Also tell kristen sinema to get out of the city. she doesnt live here. xoxo

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Friday, November 7, 2025 2:34:05 PM

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Submitted on Fri, 11/07/2025 - 02:33 PM

Submitted by: Anonymous

Submitted values are:

Name
Lindsey Rugg

Address
[redacted]

Phone Number
[redacted]

Agenda Item No.
Data Center

Support/Oppose
Oppose

Comments
Data centers are detrimental to the environment and a burden on the electric grid which requires citzens to supplement with increased electric bills. AI is unproven as a reliable economic boon and not a good source of future jobs. Say no to additional data centers in Chandler.

From: Alexis Apodaca
To: Kevin Mayo; David De La Torre
Cc: John Pombier; Tadd Wille; Dawn Lang; Leah Powell; Ryan Peters; Matthew Burdick; Dana DeLong
Subject: Fw: AI Data Center
Date: Friday, November 7, 2025 1:44:36 PM
Attachments: Outlook-mld0exmg.png

Good afternoon,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Thank you,
Alexis

Alexis Apodaca

Public Affairs Senior Manager

City of Chandler Mayor & Council Office

O: (480) 782-2222

Alexis.Apodaca@chandleraz.gov

CHANDLER arizona

From: [redacted]
Sent: Friday, November 7, 2025 1:08:55 PM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: AI Data Center

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Report Suspicious

Dear mayor and council. I am writing to you in the hope that you will vote against the planned data center project near my home.

My wife and I live at 3520 S. Hollyhock Pl, Chandler AZ 85248. This data center would be right across Dobson Road from our house. We have lived in our home since it was built in 1997, and we have put up with quite a lot over the years. When we moved here, the traffic on Dobson was fairly minor. Since then the traffic noise has become unbearable thanks to all of the Intel construction and expansions. We just

installed triple pane windows to help, with little success.

We raised two kids in our house. When they were little, the house next door was used as a group home, and we were told there was nothing we could do about it. The fire department showed up at that house once a week. A fireman told me to keep my kids away from that house. Imagine not being able to believe your kids were safe in their front yard or while they were riding their bikes on the street.

Then the fire training center was built. We were told we would never notice it. That was a lie. Every time they burn something the smoke drifts into our neighborhood. Who knows what they are burning.

We more or less looked the other way and hoped for the best when SRP built their transmission lines an 1/8th of mile away despite the warnings they could cause cancer.

Then you added the sewage treatment facility. We cannot go outside during the winter thanks to the smell. It's funny that Kirsten Sinema blames the sewage treatment plant for the reason no company wants the former Orbital Sciences facility. How do you think we people who live here feel about it? Also, that's not exactly a good sign that any companies will want to be in the data center business park, and the outcome I think she is hoping for is more data centers. Don't cave in to her threats. Nobody likes her.

I think we have put up with enough. We don't want the incessant noise of the data center. We don't want increased utility bills because of it.

Please vote no on this project.

Thank you.

Patrick Griffith
[redacted]
Sent from my iPhon

From: Madison Bradford
To: David De La Torre; Mayor&Council
Subject: NO to Ai Data Centers! Think of the Chandler Residents
Date: Friday, November 7, 2025 1:19:04 PM

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

Hello,

My name is Madison, & I strictly oppose the construction of the Ai data center that is proposed for Price road and Dobson. Ai data centers are not welcome in our community. So very dangerous.

These data centers require large amounts of water for cooling, create strain on our power grids, affect our environment and

have a negative impact on the surrounding locals. It's a disruption to the health of everyday residents and collectively as a community we are not ok with it.

Please stand with us and say no to the construction of the AI data center. SAY no, to the large consumption of water wasted on machines. NO to the toxic surpluses of fossil fuels that it will add to our air. NO to the rise of electric cost that we as non-beneficiary residents will be forced to pay. Adding a
data center would only hurt us, not help us.

Thank you for your consideration and for standing with us.

Madison Bradford
Chandler Resident

From:	Kevin Mayo
To:	David De La Torre
Subject:	FW: AI data center a bit too close to home
Date:	Friday, November 7, 2025 12:52:00 PM
Attachments:	1747676981165_Final Logos for Glow Social green_01JVMTMT4W6R5P872YETRMCWCV.png Outlook-vjzaduql.png

---

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>
Sent: Friday, November 7, 2025 11:34 AM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Dana DeLong <Dana.DeLong@chandleraz.gov>
Subject: Fw: AI data center a bit too close to home

Good afternoon,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Thank you,
Alexis

Alexis Apodaca

Public Affairs Senior Manager

City of Chandler Mayor & Council Office

O: (480) 782-2222

Alexis.Apodaca@chandleraz.gov



From: Kathleen Celmins [redacted]
Sent: Friday, November 7, 2025 11:16:39 AM (UTC-07:00) Arizona

To: David De La Torre <David.DeLaTorre@chandleraz.gov>; Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: AI data center a bit too close to home

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Report Suspicious

Hello,

My name is Kathleen Celmins, and I am writing to strongly oppose the construction of the AI data center proposed for Price Road and Dobson. AI data centers are not welcome in our community for several critical reasons:

Environmental and Resource Concerns:

- These facilities require enormous amounts of water for cooling systems, placing unsustainable strain on our local water resources in an already water-scarce region
- They create significant demand on our power grid, potentially leading to increased energy costs and reliability issues for residents and local businesses
- The environmental impact includes increased carbon emissions and heat island effects that will negatively affect our community's quality of life

Community Impact:

- The proposed facility does not align with the character and needs of our residential area
- Increased industrial traffic and noise pollution will disrupt our neighborhood
- Property values may be negatively affected by the proximity to industrial infrastructure

Lack of Community Benefit:

- These facilities create minimal local employment opportunities relative to their resource consumption
- The benefits primarily accrue to large tech corporations while our community bears the environmental and infrastructure costs

I urge you to reject this proposal and prioritize developments that genuinely serve our community's interests and sustainable future.

Thank you for your consideration.

Kathleen Celmins

Founder, Glow Social: the software that posts to social media for you.



Phone: [redacted]
Email: [redacted]
Website: glowsocial.com

Schedule a meeting with Kathleen
Watch on YouTube
Connect on LinkedIn

From: Kevin Mayo
To: David De La Torre
Subject: FW: NO AI DATA CENTERS
Date: Friday, November 7, 2025 12:51:44 PM
Attachments: Outlook-uaefko0m.png

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>
Sent: Friday, November 7, 2025 11:29 AM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Dana DeLong <Dana.DeLong@chandleraz.gov>
Subject: Fw: NO AI DATA CENTERS

Good afternoon,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Thank you,
Alexis

Alexis Apodaca

Public Affairs Senior Manager

City of Chandler Mayor & Council Office

O: (480) 782-2222

Alexis.Apodaca@chandleraz.gov

CHANDLER arizona

From: Jasmyne Gramza [redacted]
Sent: Friday, November 7, 2025 6:14:36 PM (UTC) Coordinated Universal Time

To: David De La Torre <David.DeLaTorre@chandleraz.gov>; Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: NO AI DATA CENTERS

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Hello,

My name is Jasmyne Gramza, and I am a state employee for the Arizona Department of Water Resources. I am extremely concerned about the proposed AI data center for Chandler Arizona. The current conditions of water supply for the Central Arizona project is already being stretched thin, and will likely see major cuts after the 7 basin states agree to a new set of operating guidelines for Lake Powell and Lake Mead come 2026. We already know that the cost of water is going to rise because of the Colorado River shortages, and we also all know that AI data centers cause energy costs to rise as well. This is why I strictly oppose the construction of the Ai data center that is proposed for Price road and Dobson.

These data centers require large amounts of water for cooling even if that water is recycling. Additionally, it is widely known that AI data centers cause environmental harm to those around it including residents. I have seen reports of constant noise at these facilities preventing nearby people from sleeping due to a constant electrical hum nearby. These centers should not be built near our communities. We should not be forced to front the bill for energy or water hikes.

Thank you.

From: Kevin Mayo
To: David De La Torre
Subject: FW: Opposition to Proposed AI Datacenter on Price Corridor
Date: Friday, November 7, 2025 12:49:36 PM
Attachments: Outlook-pjrvyezg.png

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>
Sent: Friday, November 7, 2025 9:14 AM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>
Subject: Fw: Opposition to Proposed AI Datacenter on Price Corridor

Good morning,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Thank you,
Alexis

Alexis Apodaca

Public Affairs Senior Manager

City of Chandler Mayor & Council Office

O: (480) 782-2222

Alexis.Apodaca@chandleraz.gov



From: Karthik Veerakumar [redacted]
Sent: Thursday, November 6, 2025 10:19:06 PM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>

Subject: Opposition to Proposed AI Datacenter on Price Corridor

This Message Is From an Untrusted Sender
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Report Suspicious

Dear Mayor Hartke and Council Members,

I am writing as a concerned Chandler resident of 12 years to urge you to vote against the proposed AI datacenter project. Over the past dozen years, I have watched our community grow and thrive, and I am deeply invested in ensuring that future development aligns with the values and needs of long-term residents. While I understand the appeal of economic development, I believe this project poses significant risks to our community that outweigh its potential benefits.

My primary concerns include:

Limited Job Creation: Despite their massive physical footprint and infrastructure demands, datacenters employ relatively few people compared to other industrial or commercial developments of similar size. Most positions require highly specialized technical skills, meaning local residents may not benefit from the limited employment opportunities. Once construction is complete, these facilities typically operate with minimal staff—often just a handful of technicians and maintenance workers. Our community deserves development that creates substantial, accessible employment for Chandler residents.

Environmental Impact: Datacenters consume enormous amounts of water for cooling systems—a critical concern in Arizona's desert climate where water resources are already strained. Additionally, the electricity demands would be substantial, potentially straining our grid and increasing carbon emissions unless powered entirely by renewable sources.

Infrastructure Strain: The increased demand on our water, electrical, and transportation infrastructure could negatively impact existing residents and businesses by raising the price of energy. Our community resources should prioritize the needs of current Chandler families.

Noise and Disruption: Large-scale datacenters generate significant noise from cooling systems and can operate 24/7, potentially affecting nearby neighborhoods' quality of life.

Poor Cost-Benefit Ratio: When we consider the minimal job creation against the massive consumption of water and electricity, plus the strain on our infrastructure, this project simply does not deliver the economic benefits our community needs and deserves.

I urge you to carefully consider whether this project aligns with Chandler's long-term vision for sustainable, community-focused growth. I ask that you vote against this proposal and instead pursue development opportunities that create meaningful employment while respecting our environmental resources.

Thank you for your service to our community and for considering my concerns.

Sincerely,

Karthik Veerakumar

From: Mackenzie Darling
To: David De La Torre; Mayor&Council
Subject: NO to AI Data Centers
Date: Friday, November 7, 2025 8:59:18 AM

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Report Suspicious

Hello,
My name is Mackenzie Darling and I strictly oppose the construction of the AI data center that is proposed for Price Road and Dobson. AI data centers are not welcome in our community.

These data centers require large amounts of water for cooling, create strain on our power grids, affect our environment and have a negative impact on the surrounding locals.

It's a disruption to the health and safety of everyday residents and collectively as a community we are not okay with it.

Please stand with us and say no to the construction of the AI data center. Say NO to the large consumption of water wasted on machines; No to the toxic surpluses of fossil fuels that it will add to our air; NO to the rise of electric cost that we as non-beneficiary residents will be forced to pay. Adding a data center will only hurt us, not help up.

Thank you for your consideration and for standing with us.

Best,
Mackenzie

From: Kevin Mayo
To: David De La Torre
Subject: FW: AI Data Center PLH24-0046
Date: Thursday, November 6, 2025 3:30:37 PM
Attachments: Outlook-bzgzknv2.png

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>
Sent: Thursday, November 6, 2025 3:11 PM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>
Subject: Fw: AI Data Center PLH24-0046

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Thank you,
Alexis
Alexis Apodaca

Public Affairs Senior Manager

City of Chandler Mayor & Council Office

O: (480) 782-2222

Alexis.Apodaca@chandleraz.gov

CHANDLER arizona

From: Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>

Sent: Thursday, November 6, 2025 3:09 PM
To: [redacted]
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Re: AI Data Center PLH24-0046

Mr. Riswold,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Alexis

Alexis Apodaca

Public Affairs Senior Manager

City of Chandler Mayor & Council Office

O: (480) 782-2222

Alexis.Apodaca@chandleraz.gov

From: Dennis Riswold <driswold50@hotmail.com>
Sent: Thursday, November 6, 2025 9:56:00 PM (UTC) Coordinated Universal Time
To: Mayor&Council <Mayor&Council@chandleraz.gov>

Subject: AI Data Center PLH24-0046

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Report Suspicious

Vote no! Traffic congestion on Dobson Rd and Price Rd of proposed area, inhibiting traffic flow for emergency services in adjoining residential neighborhoods of this proposal!

Intel Ocotillo plant current traffic 365/24 hours daily.

Dennis Riswold
[redacted]
Ocotillo Lakes
Sent from my iPhone

From: Richard Morris
To: David De La Torre
Subject: Price Road Innovation Campus
Date: Wednesday, November 5, 2025 12:10:40 PM

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

David, I am writing to check if any of the following information has been shared with your department as part of the approvals process. I would be appreciative for any information as it relates to these areas:

^ The square footage for the switch station that is a part of Phase 1.
^ Engineers (mechanical/structural/electrical) that have been retained).
^ Any construction timetables that would have to be hit if approvals are granted.

Thank you in advance for any information that you could provide.

Regards,

RICK MORRIS
Planning Data Specialist – West Planning Region
[redacted]

DODGE CONSTRUCTION NETWORK

Disclaimer

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From: Karl Kemmer
To: David De La Torre
Subject: NOPH - PLH24-0046 Price Road Innovation Campus
Date: Wednesday, November 5, 2025 10:15:40 AM

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Report Suspicious

David de la Torre

I am writing to express my thoughts on the proposed redevelopment at the corner of Price & Dobson Roads by Active Infrastructure. Based on the existence of the Training Center & Shooting Range, as well as, the Water Reclamation facility on the neighboring parcels, it is my opinion that their proposal of flex warehouse/research & development space and data center is most likely the best use of the property. My only concerns, which I expressed to the developer at their open meeting in March, was the emmitance of noise from the proposed data center, as well as, an increase in traffic. I felt the proposed building types/end users along with the proposed ingress/egress improvements were sufficient to address any additional traffic at the site. In addition, the developer offered assurances that the highest technology available would be used to abate mechanical noise from the proposed data center and the cooling systems would not negatively impact existing water & energy supplies for the area. In addition, the developer assured the residents that were present at the meeting that the noise abatement technologies they were going to deploy were vastly improved from earlier versions that were used at the data centers along Dobson Rd that have negatively impacted some homeowners in Clemente Ranch. As it stands now in the late evening hours, after 10pm, persistent mechanical noise is detectable while standing outside our home facing north from both Intel and the users on the south end of Price Road, but is not detectable from inside our home. I think that is a reasonable balance that protects the residential area(s) and allows for future research & development users until full build-out is achieved.

Many thanks to both yourself, the Planning & Zoning Commission, and City Council, for your time and efforts in this and other matters that come before the City of Chandler.

Sincerely,

Karl Kemmer



From: Traci Avalos
To: David De La Torre
Subject: Proposed Data Center
Date: Tuesday, November 4, 2025 6:22:39 PM

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Report Suspicious

Hello,

My name is Traci Avalos. I am an Ocotillo resident living at The Cays, and I strictly oppose the construction of the AI data center that is proposed for Price road and Dobson. AI data centers are not welcome in our community.

These data centers require large amounts of water for cooling, create strain on our power grids, affect our environment and have a negative impact on the surrounding locals.
It's a disruption to the health of everyday residents and collectively as a community we are not ok with it.

Please stand with us and say no to the construction of the AI data center.
Say NO to the large consumption of water wasted on machines. NO to the toxic surpluses of fossil fuels that it will add to our air. NO to the rise of electric cost that we as non-beneficiary residents will be forced to pay.

Ocotillo is a beautiful residential area that pays well to maintain its beauty and high quality of life. Adding a data center would only hurt us, not help us.

Thank you for your consideration and for standing with us!

Traci Avalos

From: Kevin Mayo
To: David De La Torre
Subject: FW: Opposition to propose data center in Chandler
Date: Tuesday, November 4, 2025 5:40:08 PM
Attachments: new doc 25-11-4 11.43.55.pdf

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Tuesday, November 4, 2025 12:00 PM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>
Subject: Opposition to propose data center in Chandler

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Tuesday, November 4, 2025 11:57 AM
To: skneuss1@gmail.com
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Opposition to propose data center in Chandler

Ms. Kneuss,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Sara Kneuss <skneuss1@gmail.com>
Sent: Tuesday, November 4, 2025 6:49:32 PM (UTC) Coordinated Universal Time
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Opposition to propose data center in Chandler

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Report Suspicious

Sent from my iPhone

From: Kevin Mayo
To: David De La Torre
Subject: FW: data center rezoning
Date: Tuesday, November 4, 2025 12:46:22 PM

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Monday, November 3, 2025 3:38 PM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>
Subject: FW: data center rezoning

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Monday, November 3, 2025 3:37 PM
To: [redacted]
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: data center rezoning

Krista,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Krista Mickelson [redacted]
Sent: Sunday, November 2, 2025 2:15:33 PM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: data center rezoning

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Report Suspicious

No, I am NOT in favor of a data center in my neighborhood. I live in the 85248 zip code. We are being swallowed up by the big box commercial buildings & can barely view the surrounding mountain ranges anymore. Sad.

Thank you,
Krista M

From: Kevin Mayo
To: David De La Torre
Subject: FW: Opposition to PLH24-0046 – Proposed Data Center at 3380 S. Price Road
Date: Tuesday, November 4, 2025 12:45:48 PM

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Monday, November 3, 2025 3:29 PM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>
Subject: FW: Opposition to PLH24-0046 – Proposed Data Center at 3380 S. Price Road

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Monday, November 3, 2025 3:27 PM
To: [redacted]
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Opposition to PLH24-0046 – Proposed Data Center at 3380 S. Price Road

Mr. Villa,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Andrew Villa [redacted]
Sent: Sunday, November 2, 2025 7:00:44 PM (UTC-07:00) Arizona
To: Chandler Mayor <Mayor@chandleraz.gov>; Matt Orlando <Matt.Orlando@chandleraz.gov>; Christine Ellis <Christine.Ellis@chandleraz.gov>; OD Harris <OD.Harris@chandleraz.gov>; Angel Encinas <Angel.Encinas@chandleraz.gov>; Mark Stewart <Mark.Stewart@chandleraz.gov>; Jane Poston <Jane.Poston@chandleraz.gov>; David De La Torre <David.DeLaTorre@chandleraz.gov>
Subject: Opposition to PLH24-0046 – Proposed Data Center at 3380 S. Price Road

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Mayor Hartke and members of the Chandler City Council,

Re: Opposition to PLH24-0046 – Proposed Data Center at 3380 S. Price Road

I am writing as a Chandler resident (for the past 30 years) who lives near the area that the data center would impact. In response to the Notice of Public Hearings for PLH24-0046, I strongly oppose the proposed rezoning of the Planned Area Development (PAD) at 3380 S. Price Road for the construction of another data center in our community.

Excessive Concentration

The South Price Corridor already hosts ten operational data centers—the highest concentration of any neighborhood in Chandler. This represents an extraordinarily dense clustering of such facilities in a remarkably small area. The 2016 General Plan explicitly limits further data center development in the South Price Road Corridor, recognizing that the area has reached capacity. This commitment must be honored.

Serious Community Concerns

The proposed Artificial Intelligence Data Center presents significant risks across multiple dimensions:

Health & Environmental Quality

- Continuous 24/7 electrical loads generating electromagnetic exposure
- Emissions from diesel generator testing and backup systems
- PFAS contamination ("forever chemicals") affecting air and soil quality
- Industrial cooling system impacts on local environment

Resource Depletion

- Massive water consumption in our already water-stressed desert region
- Extraordinary energy demands driving up utility costs for residents
- Strain on infrastructure not designed for such concentrated industrial use

Limited Economic Value

- As confirmed at the October 15, 2025 Planning and Zoning Commission meeting, no tenants have been identified for the five adjacent buildings
- Data centers generate minimal permanent local employment
- Economic benefits do not justify environmental and health costs

Environmental Justice

- Residents of the South Price Corridor bear a disproportionate environmental burden
- Multiple 24/7 industrial operations concentrated in a residential area
- Cumulative impacts on quality of life and property values

Our Request

We urge you to **vote NO on PLH24-0046** and uphold Chandler's 2016 General Plan. The South Price Corridor has more than fulfilled its share of data center development.

Instead, we ask the City of Chandler to prioritize:

- Public health and environmental sustainability
- High-quality employment opportunities for residents
- Balanced development that serves the entire community
- Protection of residential neighborhoods

Thank you for considering our concerns and honoring the community's trust in responsible city planning.

Sincerely,

Andrew Villa

[redacted]

[redacted]

From: Kevin Mayo
To: David De La Torre
Subject: FW: Data Center Proposal
Date: Tuesday, November 4, 2025 12:10:00 PM

Kevin Mayo
Acting Development Services Director | City of Chandler
Development Services Department
480.782.3068

From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Monday, November 3, 2025 3:22 PM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Cc: Dana DeLong <Dana.DeLong@chandleraz.gov>; Jennifer Ekblad <Jennifer.Ekblad@chandleraz.gov>; John Pombier <John.Pombier@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Leah Powell <Leah.Powell@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>; Ryan Peters <Ryan.Peters@chandleraz.gov>
Subject: Data Center Proposal

Hello,

I am sending the email below for your awareness and to be added to the official record/file for Price Road Innovation Campus.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Marie Andrews
Sent: Monday, November 3, 2025 3:21 PM
To: [redacted]
Cc: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Data Center Proposal

Ms. Newman,

On behalf of the Mayor and Council, thank you for reaching out and sharing your thoughts and feedback. I've ensured that each member has received a copy of your message.

Your email was forwarded to the appropriate department to be included in the official Price Road Innovation Campus Project file.

We greatly appreciate your engagement in our community's governance. If you have any further questions or comments, please don't hesitate to contact us.

Best regards,

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

From: Bette Newman <bjn_1@cox.net>
Sent: Sunday, November 2, 2025 7:46:58 PM (UTC-07:00) Arizona
To: Mayor&Council <Mayor&Council@chandleraz.gov>
Subject: Data Center Proposal

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

I have concerns about the proposed data center to be built on Dobson and Price. Even though the center would be in my neighborhood, I'm concerned about any data center being built in any place in Arizona as they use so much water and energy. Arizona already has a shortage of water. Because it is to be in my neighborhood, I'm concerned about the noise data centers emit.

Chandler already has an abundance of data centers. When does it stop?

Will the data center plan on using a diesel backup generator?

Has Chandler considered heath risks in the long range?

Why would Chandler approve a large building that will hire few people per square footage they use.

How will the proposed data center impact the environment?

I am totally against the proposed data center being built anywhere in Arizona. I trust you and the council members NOT approve the data center.

Bette Newman

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Thursday, October 30, 2025 6:17:30 AM

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Report Suspicious

Submitted on Thu, 10/30/2025 - 06:17 AM

Submitted by: Anonymous

Submitted values are:

Name
Kris Brennan

Address
[redacted]

Agenda Item No.
Data center

Support/Oppose
Oppose

Comments
We do NOT havr the water supply and we dont want the pollution. Do NOT Approve the data center its a terrible idea.

From: City of Chandler
To: David De La Torre; POD
Subject: Webform Submission From: Planning and Zoning Commission Public Comment Form
Date: Wednesday, October 29, 2025 10:46:31 PM

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Submitted on Wed, 10/29/2025 - 10:46 PM

Submitted by: Anonymous

Submitted values are:

Name
Mahfam Moeeni-Alarcon Mahfam Moeeni-Alarcon

Address
[redacted]

Agenda Item No.
PLH24-0046 Price Road Innovation Campus

Support/Oppose
Oppose

Comments
Ive lived in Chandler for 20 years and have built my two small businesses here from the ground up. im also active as a non profit leader in Chandler and serve on the arts commission for Chandler. Ive seen firsthand what makes this city special the people, the creativity, the local businesses that give Chandler its soul. Thats why I strongly oppose the approval of another data center project.While tech growth sounds appealing on paper, the reality is that data centers dont bring the kind of long-term jobs or community benefits our city needs. Once construction ends, they operate with a small number of employees often just a few dozen yet they consume enormous amounts of water and electricity in a region already facing resource challenges.Chandler's economic heartbeat has always come from its small business community: the restaurants, retailers, and service providers that hire locally, buy locally, and reinvest in this community. We're the ones building relationships, mentoring youth, sponsoring events, and contributing to the culture that makes this city thrive.A data center doesn't eat lunch at local restaurants. It doesnt volunteer in our schools or support our nonprofits. It's a sealed building with minimal human impact and maximum resource consumption. I urge the council to prioritize developments that generate real opportunity, the kind that keeps wealth circulating in our neighborhoods and creates spaces where people connect, work, and grow together.Chandler deserves sustainable progress growth that benefits the community as a whole, not just the companies that extract from it.Thank you for your time and for listening to the voices of those who have built their lives and livelihoods here.

Councilmember Jane Poston
Chandler City Hall
175 S. Arizona Ave.
Chandler, AZ 85225

November 6, 2025

Re: PLH24-0046 – Price Road Innovation Campus

Dear Councilmember Poston,

As president and CEO of the Arizona Technology Council, the state's premier trade association representing more than 750 science and technology companies, I appreciate the opportunity to share the following comments as I respectfully urge you to vote in favor of approving PLH24-0046. As you know, the proposal would rezone an approximately 40-acre site to construct the Price Road Innovation Campus, an artificial intelligence (AI) data center and technology park in the South Price Road Corridor.

Chandler has emerged as a national leader in attracting data center and advanced technology investment. These facilities—particularly AI data centers—form the digital backbone of the modern economy, powering innovation across industries, supporting defense and intelligence missions, and serving as engines of regional job creation. Each data center job supports an estimated six additional jobs across the local economy while construction alone can generate hundreds of skilled-trade positions over multiple years, strengthening both employment and the city's tax base.

The Price Road Innovation Campus will transform a long-vacant office complex often described as an eyesore into a thriving $2.5 billion technology campus anchored by an AI data center and five office buildings ranging from 43,000 to 71,000 square feet.

Key benefits of this project include:

• Jobs and Economic Output – The AI data center is expected to create nearly 800 full-time jobs, generating approximately $194.1 million in annual economic output.
• Catalyst for Industry Growth – The project will attract knowledge-based employers in sectors such as health care, aerospace and advanced manufacturing, further enhancing the Price Road Corridor's position as a premier innovation hub.
• Water Efficiency and Sustainability – The current facility's four large chillers consume roughly 1 million gallons of water per month. In contrast, the proposed closed-loop, air-cooled system will achieve a 100% reduction in water use, setting a new benchmark for sustainable data-center design.

By approving this rezoning proposal, the City of Chandler can continue its national leadership in high-tech infrastructure, sustainability and economic development. On October 15, the Chandler Planning and Zoning Commission voted nearly unanimously to recommend approval of the project. I respectfully urge you and the other members of the City Council to also show your support.

Thank you for your leadership and considering this input. Please don't hesitate to reach out if I can provide additional information or support.

Sincerely,

ARIZONA TECHNOLOGY COUNCIL & SCITECH INSTITUTE



Steven G. Zylstra
President & CEO

Kelly A. Villanueva
1870 W Bluebird Drive
Chandler, AZ 85286

Opposition to Proposed Data Center in Chandler

Dear Chandler City Council Members,

I am writing to express my opposition to the proposed AI Innovation data center facility proposed for the intersection of Dobson and Price Roads in Chandler: While I support responsible economic growth and technological advancement, the potential impacts of this project raise serious concerns for our community's long-term well-being and quality of life.

1. Water Usage & Environmental Impact
Arizona's ongoing drought and shrinking water supply make this project deeply concerning. Data centers consume enormous amounts of water for cooling—resources our region simply cannot spare. Chandler has worked hard to promote conservation and responsible growth. Approving a high-water-use facility undermines those efforts and jeopardizes our shared water future.

2. Noise Pollution & Neighborhood Disruption
Data centers operate 24/7, producing constant noise from cooling systems, generators, and mechanical equipment. This industrial-level sound is incompatible with nearby residential areas and will diminish the peace and quiet that residents value. With CyrusOne not far, those of us in the Clemente Ranch Community already deal with the disruption of our peaceful and tranquil community, regularly subjected to the ongoing hum of that data center. Another one within a few blocks will just amplify the noise pollution we are already experiencing in our sleepy area of the desert.

3. Minimal Economic Benefit
Despite developer claims, data centers create very few permanent jobs relative to their massive footprint and community impact. Chandler should focus on developments that generate meaningful employment, support local businesses, and strengthen our economy—not projects that offer limited benefit to residents.

4. Energy Strain & Infrastructure Costs
These facilities demand extraordinary amounts of electricity, potentially overloading our grid and driving up infrastructure costs. Those costs often fall to taxpayers and ratepayers, not the corporations profiting from the facility. Chandler deserves energy-smart growth that prioritizes balance and sustainability.

5. Better Use of City Land
Land in Chandler is valuable and limited. It should be reserved for projects that align with our city's vision—enhancing neighborhoods, supporting families, and improving

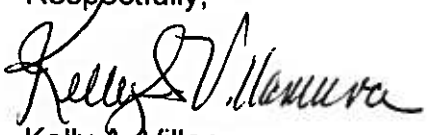
Kelly A. Villanueva
1870 W Bluebird Drive
Chandler, AZ 85286

quality of life. A large industrial facility that drains resources without enriching the community is not in Chandler's best interest.

Chandler has long been known for forward-thinking, community-focused leadership. I urge you to uphold those values by rejecting this proposal and pursuing sustainable, high-value development that protects our environment, resources, and residents' well-being.

Thank you for your time, service, and thoughtful consideration.

Respectfully,



Kelly A. Villanueva
Resident
Clemente Ranch, Chandler, AZ

Opposition to Proposed Data Center in Chandler

Dear Chandler City Council Members,

I am writing to formally express my opposition to the proposed data center facility in Chandler. While I support responsible economic growth and technological advancement, the potential impacts of this project raise serious concerns for our community's long-term well-being and quality of life.

1. **Water Usage & Environmental Impact**
Chandler and the entire region face ongoing drought and water-supply challenges. Data centers are known to consume significant amounts of water for cooling, and approving this project risks placing additional strain on an already limited resource. It is critical that our city prioritize sustainable development, particularly given Arizona's vulnerable water future.

2. **Noise Pollution & Community Disruption**
The constant noise generated by industrial cooling equipment, machinery, and backup power generators will negatively affect surrounding neighborhoods. This type of industrial noise is not compatible with nearby residential and community environments.

3. **Minimal Job Creation Relative to Impact**
Although developers often promote data centers as economic opportunities, these facilities typically create very few long-term jobs compared to their footprint and impact. Chandler should prioritize developments that offer meaningful employment opportunities for residents.

4. **Energy Demand and Infrastructure Burden**
Data centers require massive electrical resources, potentially straining our grid and requiring costly infrastructure expansion — costs that may ultimately fall on local taxpayers and utility ratepayers. Chandler should invest in responsible energy-balanced growth.

5. **Community Priorities & Land Use**
Land in Chandler is valuable and limited. We should be welcoming projects that support our city's strategic goals, strengthen neighborhoods, and add value to residents — not large industrial facilities offering little direct benefit to the community.

Thank you for your time, service, and consideration of my concerns. I respectfully urge the Council to reject the proposed data center and instead work toward sustainable, community-focused development that keeps Chandler's long-term interests and residents at the forefront.

Respectfully,

Sara Kneuss

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Friday, November 14, 2025 6:45 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Report Suspicious

Submitted on Fri, 11/14/2025 - 06:44 PM

Submitted by: Anonymous

Submitted values are:

Name
Angie Lockard

Address
330 w new dawn dr
Chandler, Arizona. 85248

Agenda Item No.
PLH25-0016

Support/Oppose
Oppose

Comments
Havenwood maner is a concern to me for two reasons... 1. water 2. traffic is a big problem on Ocotillo Rd at Fulton Ranch Blvd. the city won't put a turn arrow there and too often only one car is able to make a left turn just as the light turns red. Adding more homes will add more cars and there will be more accidents at that intersection when people are trying to make the left turn (from any direction).

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Saturday, November 15, 2025 1:23 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Report Suspicious

Submitted on Sat, 11/15/2025 - 01:23 PM

Submitted by: Anonymous

Submitted values are:

Name
Kimberly Stone

Address
3004 N Pleasant Dr
Chandler, Arizona. 85225

Phone Number
(480) 604-9743

Agenda Item No.
Data Center

Support/Oppose
Oppose

Comments
Say No to Kyrsten Sinema and her data center. It is not good for Chandler. Thank you.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 17, 2025 5:06 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/17/2025 - 05:06 PM

Submitted by: Anonymous

Submitted values are:

Name
Kathryn Conchuratt

Address
3200 S. Ambrosia Dr
Chandler, Arizona. 85248

Phone Number
(480) 544-0359

Agenda Item No.
Data Center

Support/Oppose
Oppose

Comments
No to more Data Centers in Chandler They use too much water and or too much power. They are loud. They are ugly. Environmental and Health concerns are huge. Technology changes fast. When the centers are quickly obsolete, or the company goes out of business, the building is a waste. New or more jobs for chandler are not created long term. even the construction jobs to build are outside of the city. More data centers will HURT PROPERTY VALUES

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 17, 2025 5:44 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/17/2025 - 05:43 PM

Submitted by: Anonymous

Submitted values are:

Name
Darlene Aslam

Address
1595 W Hackberry Drive
Chandler, Arizona. 85248

Phone Number
(847) 404-8248

Support/Oppose
Oppose

Comments
Oppose data center in Ocotillo

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Monday, November 17, 2025 5:46 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

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Submitted on Mon, 11/17/2025 - 05:46 PM

Submitted by: Anonymous

Submitted values are:

Name
Javed Aslam

Address
1595 W Hackberry Drive
Chandler, Arizona. 85248

Phone Number
(847) 476-8248

Support/Oppose
Oppose

Comments
Oppose a new data center to be located in Ocotillo.

Outlook

Webform Submission From: City Council Meeting Public Comment

From City of Chandler <no-reply@chandleraz.gov>
Date Mon 11/17/2025 5:55 PM
To CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Report Suspicious

Submitted on Mon, 11/17/2025 - 05:54 PM

Submitted by: Anonymous

Submitted values are:

Name
Renee Hogan

Address
1620 W Desert Broom Dr
Chandler, Arizona. 85248

Phone Number
(719) 510-3324

Agenda Item No.
Data Center Queen Creek and Dobson

Support/Oppose
Oppose

Comments
The data center being proposed at the corner of queen creek and dobson is a bad idea. It is a near a populated area. The noise pollution is unwelcome. It should be placed in an industrial area and away from homes. The noise can be heard more than a mile away from data centers.

Outlook

Webform Submission From: City Council Meeting Public Comment

From City of Chandler <no-reply@chandleraz.gov>
Date Mon 11/17/2025 5:59 PM
To CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Report Suspicious

Submitted on Mon, 11/17/2025 - 05:59 PM

Submitted by: Anonymous

Submitted values are:

Name
Sandra Ashbaugh

Address
1600 W. Desert Broom Drive
Chandler, Arizona. 85248

Comments
I oppose any new data centers in Chandler.

Outlook

Webform Submission From: City Council Meeting Public Comment

From City of Chandler <no-reply@chandleraz.gov>
Date Mon 11/17/2025 6:17 PM
To CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Report Suspicious

Submitted on Mon, 11/17/2025 - 06:16 PM

Submitted by: Anonymous

Submitted values are:

Name
Lisa Floyd

Address
3255 S Oleander Dr
Chandler, Arizona. 85248

Support/Oppose
Oppose

Comments
Oppose ANOTHER AI data center in Chandler. What are the long term health and environmental risks? How will this AI data center impact our future energy costs and water usage? please vote NO!

Outlook

Webform Submission From: City Council Meeting Public Comment

From City of Chandler <no-reply@chandleraz.gov>
Date Mon 11/17/2025 6:40 PM
To CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Report Suspicious

Submitted on Mon, 11/17/2025 - 06:40 PM

Submitted by: Anonymous

Submitted values are:

Name
Mary Cost

Address
705 W Queen Creek Rd #2234
Chandler, Arizona. 85248

Phone Number
(602) 430-3556

Agenda Item No.
Don't know agenda item. Data Center in Ocotillo

Support/Oppose
Oppose

Comments
I oppose building a new data center in Ocotillo.

Outlook

Webform Submission From: City Council Meeting Public Comment

From City of Chandler <no-reply@chandleraz.gov>
Date Mon 11/17/2025 6:43 PM
To CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Submitted on Mon, 11/17/2025 - 06:42 PM

Submitted by: Anonymous

Submitted values are:

Name
Betsy Keating

Address
3268 S Ashley Dr
Chandler, Arizona. 85286

Phone Number
(570) 766-1559

Support/Oppose
Oppose

Comments
Data Center in Ocotillo

Outlook

Webform Submission From: City Council Meeting Public Comment

From City of Chandler <no-reply@chandleraz.gov>
Date Mon 11/17/2025 6:50 PM
To CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Report Suspicious

Submitted on Mon, 11/17/2025 - 06:50 PM

Submitted by: Anonymous

Submitted values are:

Name
Scott Ashbaugh

Address
1600 W Desert Broom Drive
Chandler, Arizona. 85248

Agenda Item No.
No more utilities destroying Data Centers!!

Support/Oppose
Oppose

Comments
No more utilities destroying Data Centers!!

Outlook

Webform Submission From: City Council Meeting Public Comment

From City of Chandler <no-reply@chandleraz.gov>
Date Mon 11/17/2025 7:43 PM
To CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Report Suspicious

Submitted on Mon, 11/17/2025 - 07:42 PM

Submitted by: Anonymous

Submitted values are:

Name
Lori Sheidler

Address
1550 W Hackberry Dr
Chandler, Arizona. 85248

Support/Oppose
Oppose

Comments
I am opposing the data center

Outlook

Webform Submission From: City Council Meeting Public Comment

From City of Chandler <no-reply@chandleraz.gov>
Date Tue 11/18/2025 7:47 AM
To CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Report Suspicious

Submitted on Tue, 11/18/2025 - 07:47 AM

Submitted by: Anonymous

Submitted values are:

Name
Chelsie Erwin

Address
4030 W Ray Rd Ste 11
Chandler, Arizona. 85226

Agenda Item No.
Data Center

Support/Oppose
Oppose

CHANDLER arizona
Community of Innovation

City Council Memorandum Economic Development Memo No.

Date: December 08, 2025
To: Mayor and Council
Thru: John Pombier, City Manager
Micah Miranda, Economic Development Director
From: Micah Miranda, Economic Development Director
Subject: Resolution No. 5957, Authorizing a Development Agreement between the City of Chandler and BA Price Owner LLC for the Redevelopment of Property Located at 3380 South Price Road into an Artificial Intelligence Data Center and Tech Park

---

Proposed Motion:

Move City Council to consider its position regarding Resolution No. 5957, authorizing a Development Agreement between the City of Chandler and BA Price Owner LLC to facilitate the redevelopment of property located at 3380 South Price Road into an advanced artificial intelligence ("AI") data center and associated Tech Park employment buildings.

Background:

BA Price Owner LLC ("Developer") owns real property located at 3380 S. Price Road (the "Property"). The Property currently contains an industrial building and accessory structures. The Developer is proposing a comprehensive redevelopment of the site per PLH24-0046, including:

- Demolition of the existing industrial and ancillary buildings
- Construction of an AI Data Center
- Development of additional Build-to-Suit/Tech Park Buildings supporting advanced technology employment
- Installation of new utility infrastructure, including a 230 kV power connection
- Rezoning the property to PAD with a Mid-Rise Overlay, approved in conjunction with this action

The Development Agreement establishes enforceable obligations related to cooling technology, water use, demolition timelines, development phasing, utility improvements, sound compliance, tax revenue preservation, employment requirements, and AI Data Center use restrictions.

Key Provisions of the Development Agreement include:

1. Transition to Mechanical Cooling Systems
   - Existing water-based cooling towers must be decommissioned within 60 days.
   - The new AI Data Center must utilize mechanical or closed-loop cooling systems that do not consume water beyond the approved Tier I Sustainable Water Allocation.

2. Water Infrastructure and Metering
   - Removal of existing water connections to cooling towers.
   - Removal of all on-site meters except a temporary construction meter.
   - Post-construction, a single 1-inch meter will serve the AI Data Center.

3. Demolition & Construction Stipulations
   - Demolition of existing buildings must begin within 90 days of the Effective Date or within 5 business days following utility de-energization.
   - Developer must obtain a Certificate of Completion for Building B prior to or concurrent with a certificate of occupancy for any portion of the AI Data Center.
   - Record a deed restriction confining the AI Data Center to the southwest corner of the property.
   - Phased construction deadlines for Tech Park Buildings E – F and C - D, which include annual delay penalties $200,000 and $225,000, respectively if development does not commence by specified years (2031 and 2032).

4. Offsite and Utility Improvements
   - Developer shall deposit $2,000,000 with the City for required public infrastructure improvements, unused funds shall be returned to Developer. However, the Developers obligation is to pay the total cost associated for public infrastructure improvements.
   - Developer is responsible for undergrounding all electric utilities serving the property.

5. Tax Revenue Stability
   - Developer agrees that City property tax and TPT revenue shall not be

reduced due to future state/federal incentives. If any such activity reduces City revenues, the Developer will pay the City the amount of lost revenue as a payment in lieu of taxes.

6. Employment Requirements
   - The Tech Park Buildings must generate at least 2 full-time equivalent jobs per 1,000 sq. ft. of occupiable space, with a $75,000 median wage, maintained for five years.
   - Developer shall pay a penalty of $2,000 per job below the Minimum Jobs Requirement annually.

7. Data Center Sound Compliance
   - Compliance with the City's Data Center Sound Requirements is contractually enforceable. Developer may update baseline sound studies; increases due to external conditions will be considered in City enforcement.

8. AI Data Center Use Restrictions
   - The AI Data Center must be used for artificial intelligence and high-performance computing, not general IT hosting or cloud storage. Annual certifications and inspections help ensure compliance.

9. Term & Termination Rights
   - Agreement term is 10 years, automatic 10-year renewals unless notice is given.
   - Developer may terminate prior to issuance of an AI Data Center building permit.
   - City may terminate if the Developer fails to fund SRP's 230 kV line installation and provide evidence of a signed Design, Construction and Operations Agreement by January 31, 2027.

Issue for consideration include the precedent of enabling the construction of a new data center and potential impacts of roadway construction on the community related to infrastructure improvements.

Financial Implications:

The proposed Development Agreement does not require or obligate the City to expend municipal funds and is structured in a manner that protects the City's tax revenue from unknown future actions.

Attachments

Resolution No. 5957

Development Agreement

RESOLUTION NO. 5957

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CHANDLER AND BA PRICE OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE REDEVELOPMENT OF PROPERTY LOCATED AT 3380 S. PRICE ROAD IN CHANDLER.

WHEREAS, BA Price Owner, LLC ("Developer") owns real property generally located at 3380 S. Price Road in Chandler (the "Property"), which Developer intends to redevelop for a data center and related employment buildings; and

WHEREAS, the Chandler City Council has approved Developer's request to rezone the Property to Planned Area Development with a Mid-Rise Overlay in conjunction with its approval of a development agreement between Developer and the city; and

WHEREAS, Developer has agreed to demolish the existing buildings on the Property and construct a new data center for artificial intelligence and advanced computing uses on a portion of the Property ("AI Data Center"); and

WHEREAS, Developer has agreed to execute a deed restriction limiting development of the Property for data center uses to the southwest corner of the Property.

WHEREAS, Developer has agreed to limit water use on the Property and to ensure compliance with the measurement and containment of sound generated by the AI Data Center as required in Chandler City Code Section 35-2214; and

WHEREAS, Developer has committed to ensuring the city's receipt of consistent property tax and transaction privilege tax for the Property and certain minimum levels of full-time employment on the Property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approving the terms and conditions of a development agreement between the City of Chandler and BA Price Owner LLC in substantially the form attached as Exhibit "A" to this Resolution and incorporated herein by reference.

Section 2. Authorizing the Mayor of the City of Chandler to execute the development agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of December, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5957 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, 2025 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

WHEN RECORDED RETURN TO:

City Clerk's Office
City of Chandler
MS 606
P. O. Box 4008
Chandler, Arizona 85244-4008

DEVELOPMENT AGREEMENT

This development agreement (the "Agreement") is entered into effective as of _____, 2025, (the "Effective Date"), by and between the City of Chandler, an Arizona municipal corporation ("City"), and BA Price Owner LLC, a Delaware limited liability company ("Developer"). City and Developer are each a "Party" to this Agreement and may be referred to collectively in this Agreement as "Parties."

1. Recitals. As background to this Agreement, the Parties recite, acknowledge and confirm the following, each of which shall be a material term and provision of this Agreement:

1.1 Developer owns real property generally located at 3380 South Price Road in Chandler, which property is legally described in **Exhibit A** attached hereto (the "Property").

1.2 Within the Property is an existing industrial building and accessory data center structure and operation that uses Water-Based Cooling Systems (defined in Section 10 herein) within the building.

1.3 Developer will redevelop the Property by demolishing the existing industrial building and accessory data center structure and constructing a new data center for artificial intelligence and advanced computing uses ("AI Data Center") and additional employment buildings ("Build-to-Suit/Tech Park Buildings") as more fully described in Recital 1.4.

1.4 The Chandler City Council has, in conjunction with the approval of this Agreement, approved Developer's request to rezone the Property to Planned Area Development with a Mid-Rise Overlay ("Rezoning Approval"), which provides for a mix of advanced technology driven uses, including artificial intelligence, advanced computing, tech, research and development business park, healthcare and bioscience, aviation and aerospace, office, information technology, and data center uses. The development plan proposes the decommissioning of the existing buildings and the addition of a new AI Data Center, with associated electrical substation, equipment and fixtures, and additional employment buildings

("Build-to-Suit/Tech Park Buildings"), all within the Property as shown conceptually on **Exhibit B**.

1.5 The individual Tech Park Buildings shall be referred to herein by their letter designations on Exhibit B. Alternatively, the non-data center area could be developed as a campus-style build-to-suit in lieu of individual Tech Park Buildings.

1.6 Stipulations were added to the Rezoning Approval related to the cessation of Water-Based Cooling Systems in favor of Mechanical Cooling Systems and a closed loop system (defined in Section 10 herein) on the Property (the "Cooling Stipulations"). With this Agreement, the Parties intend to reduce water consumption on site by ensuring the transition of all existing Water-Based Cooling Systems to Mechanical Cooling Systems that do not rely on evaporative cooling or otherwise consume water as part of the process of cooling electronic computer servers housed within the AI Data Center.

1.7 Section 35-2214 of the City Code of the City of Chandler ("City Code") contains certain requirements related to the development of new data centers and Sections 35-2214(3) through 35-2214(7) of the City Code contains requirements related to the measuring and containment of sound generated by those data centers ("Data Center Sound Requirements").

1.8 The Parties desire to execute this Agreement following the Rezoning Approval by the Chandler City Council to provide another enforcement mechanism for the Cooling Stipulations and the Data Center Sound Requirements; to agree on the application of an element of the Data Center Sound Requirements as it relates to the Property; to outline development terms, phasing, and expectations, and to guarantee items related to penalty fees, taxes, public benefits, and donation agreements.

1.9 City and Developer are entering into this Agreement under A.R.S. § 9-500.05 to facilitate development within the City of Chandler.

1.10 City, by Resolution No. 5957, adopted on December __, 2025, has authorized the execution and performance of this Agreement and has otherwise taken all action required by law to enter into this Agreement and make it binding upon City.

2. Performance Obligations. City and Developer agree as follows:

2.1 Decommissioning of Water-Based Cooling Systems. The AI Data Center shall be engineered to utilize Mechanical Cooling Systems which may include closed-loop Water-Based Cooling Systems that do not require the on-going use of water provided that the water use for the AI Data Center does not exceed the Tier I Water Allocation for the Property as set forth in the Sustainable Water Use Application attached to this Agreement as **Exhibit C**. Developer shall commence the decommissioning of existing Water-Based Cooling Systems within sixty (60) days of the Effective Date. Developer understands that time is of the essence for removal of the Water-Based Cooling Systems on the Property pursuant to this Agreement. Upon issuance of a certificate of occupancy ("COO") for the AI Data Center and during the remaining term of this Agreement, Developer may not use any Water-Based Cooling Systems within the AI Data Center other than a closed-loop system as described in

this Section. Upon Developer's request for a COO for the AI Data Center, and thereafter during the remainder of the term of this Agreement, in the event the City reasonably believes that the Developer is utilizing Water-Based Cooling Systems in violation of this Agreement, Developer shall allow City reasonable access to inspect the Property to verify that there are no Water-Based Cooling Systems in operation in violation of this Agreement. City will follow Developer and/or its customer's security protocols during such access visits and will provide Developer with reasonable advanced notice of the date and time of such access visits.

2.2 Water Meter. Concurrently with the decommissioning of Water-Based Cooling Systems described in Section 2.1 above, Developer shall remove and cap the existing water connection to the cooling towers. Upon completion of demolition of the existing improvements on the Property, or such earlier time as determined by Developer that does not compromise the health and safety of the public or create a hazardous condition on the Property, Developer shall remove all but one, two-inch city water meter on site to be utilized during the construction of the project. Upon completion of construction, Developer shall remove the two-inch meter and install a new one-inch city water meter to serve the AI Data Center and shall apply for additional water meters to serve the Build-to-Suit/Tech Park Buildings pursuant to and in compliance with the Sustainable Water Allocation Regulations set forth in City Code Chapter 52.

2.3 Demolition and Construction Stipulations. Developer shall:

A. Commence the demolition of Existing Buildings on the Property by the later of a) ninety (90) days after the Effective Date; or b) five (5) business days after Salt River Project's de-energization of the existing electrical services, Southwest Gas's removal and capping of its equipment, and confirmation from both utilities that it is safe to commence demolition. Developer shall request Salt River Project and Southwest Gas decommission and "safe-off" their equipment within 90 days after the Effective Date. The Developer shall complete demolition of Existing Buildings within 18 months after commencing demolition. "Existing Buildings" as used in this Section means structures capable of being leased and occupied.

B. Apply for a Certificate of Completion (COC) for Tech Park Building B prior to or concurrently with an application for a COO for any portion of the AI Data Center.

C. Record a deed restriction prohibiting construction of a data center as primary use anywhere on the Property except the southwest corner as legally described in the deed attached as **Exhibit D**, unless otherwise approved by the City.

D. Commence development for Tech Park Buildings E & F no later than January 1, 2031, provided that Developer's failure to commence development of Tech Park Buildings E & F within such timeframe shall not be an event of default, but will subject Developer to a Delay Penalty in the amount of $200,000 annually, prorated per month commencing on January 1, 2031. Delay Penalty will be paid on the first regular business day of every month for each subsequent month which passes without Developer commencing development of Tech Park Buildings E & F. Subject to commercially reasonable force majeure

delays, development of Tech Buildings E & F shall be completed within 18 months of commencing development. A "force majeure" for purposes of this Agreement is any of the following circumstances beyond the reasonable control of the affected Party: failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, or restrain by court order, law, or regulation, which the affected Party is not able to overcome by exercise of due diligence.

E. Commence development for Tech Park Buildings C & D no later than January 1, 2032, provided that Developer's failure to commence development of Tech Park Buildings C & D within such timeframe shall not be an event of default, but will subject Developer to a Delay Penalty in the amount of $225,000 annually, prorated per month commencing on January 1, 2032. Delay Penalty will be paid on the first regular business day of every month for each subsequent month which passes without Developer commencing development of Tech Park Buildings C & D. Subject to commercially reasonable force majeure delays, development of Tech Buildings C & D shall be completed within 18 months of commencing development.

F. In the alternative scenario that a campus-style build-to-suit commercial development is planned in lieu of individual Tech Park Buildings, only the phasing terms and penalties of section 2.3(E) shall apply.

G. Developer's timeframe for performance of its obligations under this Section shall be tolled, day-for-day, for each day that (i) the City's review times for permits and approvals extend beyond the statutory timeframe allotted for such, and (ii) with respect to Section 2.3(D)–(E), the City, Developer, and a third party are negotiating or otherwise pursuing a transaction for a build-to-suit commercial development, which tolling timeframe shall commence (i) once a letter of intent (or its equivalent) has been executed by the Developer and the build-to-suit user, and delivered to the City's Economic Development Director (confidential terms redacted), or (ii) with the approval of the City's Economic Development Director. The maximum timeframe for the tolling of Developer's performance pursuant to Section 2.3(G) (i) and (ii) shall be nine months.

2.4 Offsite Improvements. Developer shall be responsible for the construction of any public infrastructure improvements necessary for the development of the Property consistent with the provisions of this Agreement. Within ten (10) business days of the issuance of the building permit for the AI Data Center, Developer shall deposit the sum of $2 million with the City's Development Services Department to be applied to the costs of any such improvements, including the undergrounding required under Section 2.5. However, if the Developer's agreement with Salt River Project includes obligations to perform or fund the public infrastructure otherwise expected to be covered by the $2 million pre-payment to the city, the city shall issue a refund to the Developer or credit the amount to any remaining improvements to be completed. Upon written request from Developer, City shall refund any unused sums to Developer within thirty (30) business days of the issuance of a COO for any portion of the AI Data Center. Nothing in this Section shall be construed to limit Developer's obligation to pay the total costs associated with public infrastructure improvements necessary for the development of the Property. To the extent that Developer constructs municipal public

infrastructure improvements that benefit properties other than the Property, City shall enter into a reimbursement agreement with Developer for the recovery of the costs of such improvements from the owners of such benefited properties.

2.5 Electrical Utilities. Developer shall underground all electric utility lines required to serve the Property and shall be responsible for its pro-rata share of all related costs, including the relocation of City utilities if any, as determined by Salt River Project. Developer shall not be responsible for any of City's obligations in the agreement between City and Salt River Project dated June 24, 2021, approved pursuant to Chandler City Council Resolution No. 5496, or any third-party's obligations in its agreement with Salt River Project.

2.6 Property and Transaction Privilege Tax Assessments. Developer and City desire to ensure consistent property tax revenue on the Property and covenant and agree that the property tax assessed on the Property and paid to the City, and the transaction privilege tax (TPT) assessed on the Property and paid to the City, or its consumption of electricity shall not be reduced upon the issuance of the final certificate of occupancy for the AI Data Center, notwithstanding any state or federal laws to the contrary. Should future state or federal incentives/tax reduction collections be enacted reducing revenue to the City, Developer annually will pay City an amount equal to the incentive/tax savings as a payment in lieu of taxes and all future payments will be in an amount equal to the highest year's payments with an annual adjustment for inflation, if any.

2.7 Employment.

A. Developer covenants and agrees that the Build-to-Suit/Tech Park Buildings shall create at least two net new on-site full-time equivalent non-construction related jobs per 1,000 square feet of occupiable building space, paying a median salary of at least $75,000 annually ("Minimum Jobs Requirement") and shall maintain such level of employment for a period of five consecutive years from the date COO is issued for each Tech Park Building or Build-to-Suit building.

B. Developer shall submit annual reports to City for verification of job creation. Should employment fall below the Minimum Jobs Requirement, Developer shall pay a penalty of $2,000 per job below the Minimum Jobs Requirement annually on March 1 for the period set forth in Subsection 2.7(A). This requirement shall automatically terminate upon the expiration of the period set forth in Subsection 2.7(A) or the termination of this Agreement. For the avoidance of doubt, Developer shall not be liable for the penalty contained in this subsection after the five (5) year anniversary of the issuance of a COO for each Tech Park Building or Build-to-Suit building.

2.8 Nuisance. A violation of the City's Data Center Sound Requirements will be deemed a violation of this Agreement. Section 35-2214(4) of the City Code ("Baseline Study Section") details requirements for a property owner proposing to build a data center related to studying and documenting ambient sound levels in the area surrounding the proposed site of the new data center, and the Parties acknowledge Developer has complied with this Baseline Study Section. Given the potential for future changes in the immediate area that may affect ambient sound volumes, Developer shall have the right in the future, but not the

obligation, to again study and document the baseline ambient sound levels in the area surrounding the Property and to submit the results of this updated study to the City ("Updated Baseline Study"). The Updated Baseline Study must be performed: consistent with the requirements of the Baseline Study Section, except as it relates to any references to the timing of the study and the submission of the study, and prior to commencing operation of, and issuance of a certificate of occupancy for, the Data Center Building. Following submission to the City's Zoning Administrator of an Updated Baseline Study, the City shall replace the baseline sound study previously submitted by the Developer with the Updated Baseline Study and shall use the Updated Baseline Study in applying the requirements of the Data Center Sound Requirements as if the Updated Baseline Study had been the sound study originally submitted in compliance with the Baseline Study Section. In the sound studies required in subsequent years after the commencement of operation of the Data Center Building, per the Data Center Sound Requirements, if ambient sound levels have increased because of factors external to the Property, the City shall allow Developer to document these increases in the study and the City and the Developer shall work together in good faith to adjust the baseline sound levels to account for and discount such increases that are not attributable to the Developer when evaluating compliance of the Data Center Building under Section 35-2214(5) and Section 35-2214(6) of the City Code.

2.9 Rezoning. This Agreement and its terms become effective if, and only if, the City approves Developer's request to rezone the Property from PAD Light Industrial (I-1) to PAD with a Mid-Rise Overlay in a manner that allows the development and operation of the AI Data Center and Build-to-Suit/Tech Park Buildings consistent with the terms of this Agreement.

2.10 AI Data Center Use Restrictions.

A. Developer covenants and agrees that the facility designated as the "AI Data Center" on Exhibit B shall be used for the purpose of operating an artificial intelligence and advanced computing data center. For purposes of this Agreement, an "AI Data Center" shall have the meaning set forth in Section 10.

B. The AI Data Center shall not be used as a traditional enterprise data center, colocation facility, or cloud storage center whose principal purpose is general IT hosting, transaction processing, or long-term data storage.

C. City Oversight and Verification. City may exercise the following oversight and verification of the restrictions set forth in this Section:

(i) Developer shall provide the City, on or before March 1 of each year during the term of this Agreement, a certification signed by an officer of Developer confirming to their actual knowledge that the installed equipment is designed for advanced, high-performance computing typical of an AI Data Center and continues to be used in compliance with this Section.

(ii) Upon reasonable prior notice and subject to adherence with Developer's standard security protocols, City shall have the right not more than once annually to inspect non-sensitive portions of the AI Data Center.

(iii) Developer shall cooperate in good faith to provide redacted or aggregated information sufficient to demonstrate compliance while protecting confidential, proprietary, or customer information.

3. **Term**. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect for a period of ten years unless terminated earlier by written agreement of the Parties. This Agreement shall automatically renew for additional ten-year terms unless 60 days prior to the expiration of the current term a Party provides Notice under Section 4 of this Agreement of its intent not to renew. The provisions of Section 2 of this Agreement shall survive the termination of this Agreement unless terminated pursuant to Section 8 of the Agreement.

4. **Notice**. All notices, demands or other communications given under this Agreement shall be in writing and shall be deemed to have been duly delivered upon (i) personal delivery, (ii) delivery by a recognized overnight courier (e.g., FedEx, UPS) for next business day delivery, or (iii) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed as follows:

To Developer: BA Price Owner LLC
1194 King Street, Second Floor
Greenwich, CT 06831

With a copy to: Withey Morris Baugh, PLC
2525 E. Arizona Biltmore Circle, Ste. A-212
Phoenix, AZ 85016
Attn: Adam Baugh

To City: Economic Development Director
City of Chandler
Mail Stop 405
P.O. Box 4008
Chandler, AZ 85244-4008

With a copy to: Chandler City Attorney
Mail Stop 602
P.O. Box 4008
Chandler, AZ 85244-4008

A Party may change its address for receipt of Notice under this Agreement by providing Notice of same under this Section.

5. **Events of Default**. Failure by either Party to duly perform, comply with, or observe any of the conditions, terms, or covenants of this Agreement beyond applicable notice

and cure periods shall be a default hereunder, subject to the terms set forth in this Section 5. The Party who fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction, or remedy with reasonable diligence, and during any period of curing shall not be in default. The objecting Party shall give written notice of default to the Party in default, specifying the default complained of by the objecting Party. If the default is not commenced to be cured within thirty (30) days after service of such notice of default and is not cured promptly in a continuous diligent manner in a reasonable period after commencement, which shall in no circumstance exceed 120 days unless such deadline is commercially unreasonable, the objecting Party shall have the right to pursue all available legal and equitable remedies.

6. Assignment. Developer shall not assign any obligation in this Agreement (an "Assignment"), other than to a Permitted Assignee, without City's express written consent, which shall not be unreasonably withheld, conditioned, or delayed. As used herein, a "Permitted Assignee" is defined as: (i) a subsidiary or affiliate of Developer, (ii) a party that results from a Change of Control of Developer, (iii) a party that acquires fee simple title to the Property, and/or (iv) a party providing financing with respect to the Property (where, for the avoidance of doubt, Developer shall be permitted to collaterally assign this Agreement to such party). The City's consent shall not be required in connection with an Assignment to a Permitted Assignee. To be effective, any such assignment must contain an express written agreement and assumption by the assignee agreeing to be liable for the assigning Party's obligations under this Agreement. "Change of Control" means (a) any transaction or series of related transactions as a result of which any person or group of persons within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934 becomes the beneficial owner, directly or indirectly, of 50% or more of the outstanding common stock (measured by either voting power or economic interests) of Developer, (b) any sale or lease or exchange, transfer, license or disposition of a business, deposits or assets that constitute 50% or more of the consolidated assets, business, revenues, net income or assets of Developer or (c) a merger, consolidation, recapitalization or reorganization of Developer with or into a third party that results in the inability of the stockholders of Developer prior to such transaction to designate or elect a majority of the board of directors (or its equivalent) of the resulting entity or its parent company. This Agreement shall be binding upon and inure to the benefit of any Party's successor in interest.

7. Recordation. Upon execution of this Agreement by the Parties, the City will promptly cause this Agreement to be recorded in its entirety in the Official Records of Maricopa County, Arizona and shall thereafter promptly provide a recorded copy of this Agreement to Developer. Promptly following the termination of this Agreement, the Parties will execute and record a commercially reasonable memorandum of termination of this Agreement, and cause such to be recorded in the Official Records of Maricopa County, Arizona (the "Recorded Termination"). Notwithstanding the foregoing, upon termination of this Agreement, the rights and obligations contained herein shall automatically be null, void, and terminated without the need for further action by the Parties, it being acknowledged and agreed that the Recorded Termination is not a prerequisite to the termination of this Agreement. The

covenants under this Agreement shall run with the Property and shall survive the termination of this Agreement.

8. Termination by Right; Abandonment of Purpose. This Agreement may be terminated only upon the written agreement of the Parties. Developer and City understand and agree that the purpose of this Agreement is to ensure (i) the City's goals of employment and economic activity are met if an AI Data Center is built, and (ii) the AI Data Center is developed efficiently. In accordance with this understanding, Developer shall have the unilateral right to terminate this Agreement at any time prior to the issuance of a building permit for the AI Data Center. City shall have the unilateral right to terminate this Agreement if Developer fails to provide documentation to City by January 31, 2027, that Developer has paid the initial funding installment due to SRP and signed the Design, Construction and Operations Agreement for Dedicated Substation contract with SRP for the installation of the 230 kV lines and ancillary infrastructure necessary to serve the Property. If either Party unilaterally terminates pursuant to this Section, City may adopt an ordinance reverting zoning for the Property to that existing at the time of this Agreement. For the avoidance of doubt, Developer's receipt of a grading permit or permit to commence the installation of underground utilities shall not be misconstrued to qualify as a building permit for the AI Data Center.

9. Additional Matters.

9.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement is subject to the provisions of A.R.S. § 38-511. This Agreement shall be deemed made and entered into in Maricopa County, Arizona. Nothing in this Agreement suspends or voids Developer's obligation to comply with the provisions of Chandler City Code as they relate to the development of the Property.

9.2 No Waiver. The failure of any Party to exercise any right, power, or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are exclusive of any other rights or remedies which may be granted by law.

9.3 Entire Agreement, Amendment, and Execution. This Agreement constitutes the entire Agreement between City and Developer with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or amended, except in writing, signed by all Parties, and recorded in the office of the Maricopa County Recorder and any attempt at oral modification of this Agreement shall be void and of no effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

9.4 No Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and City. No term or provision of this Agreement is intended to, or shall,

be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

9.5 Authorization. Each of the Parties hereto represents and warrants to the other that the individual executing this Agreement on behalf of their respective Party is authorized and empowered to bind the Party on whose behalf such individual is signing, and that this Agreement shall be binding upon such Party.

9.6 Estoppel. Each Party, upon the request of another Party, shall issue to such requesting Party (and, as applicable, such Party's prospective or current purchaser, equity investor, mortgagee or other parties designated by such requesting Party), within twenty (20) business days of receipt of any such request, an estoppel certificate (each, an "Estoppel Certificate"), made to the knowledge of the responding Party, stating: (i) whether any known default exists under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) that this Agreement has not been modified or amended in any way, except as disclosed in such Estoppel Certificate; (iii) that this Agreement as of that date is in full force and effect; (iv) the status of the Annual Report(s); (v) whether an Updated Baseline Study was submitted to the City; and (vi) such other certifications as may be reasonably requested by such requesting Party, subject to reasonable requests for edits or other clarification by the responding Party.

9.7 Mortgagee Protections. Developer shall have the right, from time to time, to assign, collaterally or otherwise, its interest in this Agreement and to encumber all or any portion of its interest in the Property by deed of trust, mortgage or other security instrument (each, a "Developer Mortgage") to a third-party lender (each, a "Mortgagee"), without the necessity of obtaining the consent of the City. So long as any Developer Mortgage held by a Mortgagee remains a lien on all or part of Developer's interest in this Agreement and/or the Property, such Mortgagee shall be afforded the following rights: (i) the right to simultaneously receive any notices of any default by Developer hereunder (provided that Developer and/or Mortgagee first provide the City with written notice as to the identity of and notice address for Mortgagee), (ii) the right to cure any default of Developer (where Mortgagee shall have ten (10) days to cure any monetary default and an additional thirty (30) days to cure any non-monetary default, in addition to the time period afforded to Developer to cure); (iii) in the event of any termination of this Agreement, the right to enter into a new agreement with the City on materially the same terms; and (iv) the right to assume Developer's interest under this Agreement in the event of a foreclosure by Mortgagee of the Developer Mortgage.

10. Definitions. As used in this Agreement, the terms below are defined as follows:

10.1 "Water-Based Cooling Systems" are open-circuit cooling towers that reject heat from the refrigeration process to the atmosphere by means of water evaporation or other water-based methods that use and discard water as part of the process of transferring heat away from the electronic computer servers that are generating heat on the Property.

10.2 "Mechanical Cooling Systems" are those cooling systems that transfer heat from the data center to achieve a cooler air temperature inside the data center and which

do not utilize the evaporation of water in the cooling process or other water-based methods that use and discard water as part of the process.

10.3 "Certificate of Occupancy (COO)" is issued under Chandler City Code Chapter 29 authorizing occupancy of a building.

10.4 "Certificate of Completion (COC)" is issued under Chandler City Code Chapter 29 when completion of permitted work does not result in a building ready for occupancy.

10.5 "AI Data Center" means a data center facility that is designed and operated primarily for artificial intelligence and advanced computing workloads, characterized by (i) deployment of high-density GPU, TPU, or other advanced processors optimized for AI model training, inference, and high-performance computing applications; (ii) specialized cooling and power systems engineered to support such high-density compute loads; and (iii) networking infrastructure configured to provide low-latency, high-bandwidth interconnections between compute nodes. An AI Data Center is distinct from a traditional enterprise data center or colocation facility whose primary function is general IT hosting, transaction processing, or long-term data storage.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their representatives duly authorized to execute this Agreement and to bind their respective entities to the terms and obligations of same.

ATTEST:

CITY OF CHANDLER, an Arizona municipal corporation

_____
City Clerk

By_____
Mayor Kevin Hartke

APPROVED AS TO FORM:

_____
City Attorney

BA Price Owner LLC, a Delaware limited liability company

By: _____
Print Name: Jeffrey A. Zygler
Its: Authorized Signatory

STATE OF Maryland)
) ss.
County of Baltimore)

The foregoing Development Agreement was executed before me this 2nd day of December, 2025, by Jeffrey A. Zygler, as Authorized Signatory of BA Price Owner LLC, a Delaware limited liability company.

DAVID A. ROSENBERG
NOTARY PUBLIC
Baltimore County
State of Maryland
My Commission Expires
January 26, 2027

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Exhibit A to Special Warranty Deed

Legal Description

PARCEL ONE:

THAT PORTION OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18;

THENCE SOUTH 89 DEGREES 52 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 1269.65 FEET TO THE NORTHWEST CORNER OF OCOTILLO AS SHOWN ON THE "MAP OF DEDICATION OF RIGHT OF WAY AND EASEMENTS FOR OCOTILLO", ACCORDING TO BOOK 303 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 01 DEGREES 20 MINUTES 02 SECONDS WEST, ALONG THE WEST BOUNDARY THEREOF, 1321.64 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF LOT 1 OF SAID SECTION 18 AND SAID BOUNDARY OF OCOTILLO, 66.64 FEET TO THE TRUE POINT OF BEGINNING;

Unofficial Document

THENCE DEPARTING SAID BOUNDARY, CONTINUE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST 207.11 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF PRICE ROAD AS SHOWN ON SAID MAP OF DEDICATION, SAID POINT MARKING THE BEGINNING OF A NON-TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS NORTH 59 DEGREES 08 MINUTES 21 SECONDS EAST 1315 FEET;

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47 DEGREES 54 MINUTES 39 SECONDS, HAVING AN ARC DISTANCE OF 1099.60 FEET;

THENCE SOUTH 78 DEGREES 46 MINUTES 18 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 27.27 FEET TO A POINT MARKING THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 250.00 FEET TO THE RIGHT;

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28 DEGREES 57 MINUTES 18 SECONDS, HAVING AN ARC DISTANCE OF 126.34 FEET TO A POINT OF COMPOUND CURVATURE MARKING THE BEGINNING OF A TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS SOUTH 40 DEGREES 10 MINUTES 60 SECONDS WEST 290.00 FEET;

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53 DEGREES 47 MINUTES 00 SECONDS, HAVING AN ARC DISTANCE OF 272.22 FEET TO A POINT OF REVERSE CURVATURE MARKING THE BEGINNING OF A TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS SOUTH 86 DEGREES 01 MINUTES 60 SECONDS EAST 2479.00 FEET;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12 DEGREES 11 MINUTES 31 SECONDS, HAVING AN ARC DISTANCE OF 527.50 FEET TO A POINT OF REVERSE CURVATURE MARKING THE BEGINNING OF A TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS SOUTH 81 DEGREES 46 MINUTES 29 SECONDS WEST 3024.49 FEET;

THENCE SOUTHERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 05 MINUTES 16 SECONDS, HAVING AN ARC DISTANCE OF 215.78 FEET;

THENCE SOUTH 04 DEGREES 08 MINUTES 15 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE 27.35 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 53 SECONDS WEST 1394.95 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID SECTION 18;

Unofficial Document

THENCE NORTH 01 DEGREES 00 MINUTES 13 SECONDS EAST, ALONG SAID EAST LINE, 361.44 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SAID SECTION 18;

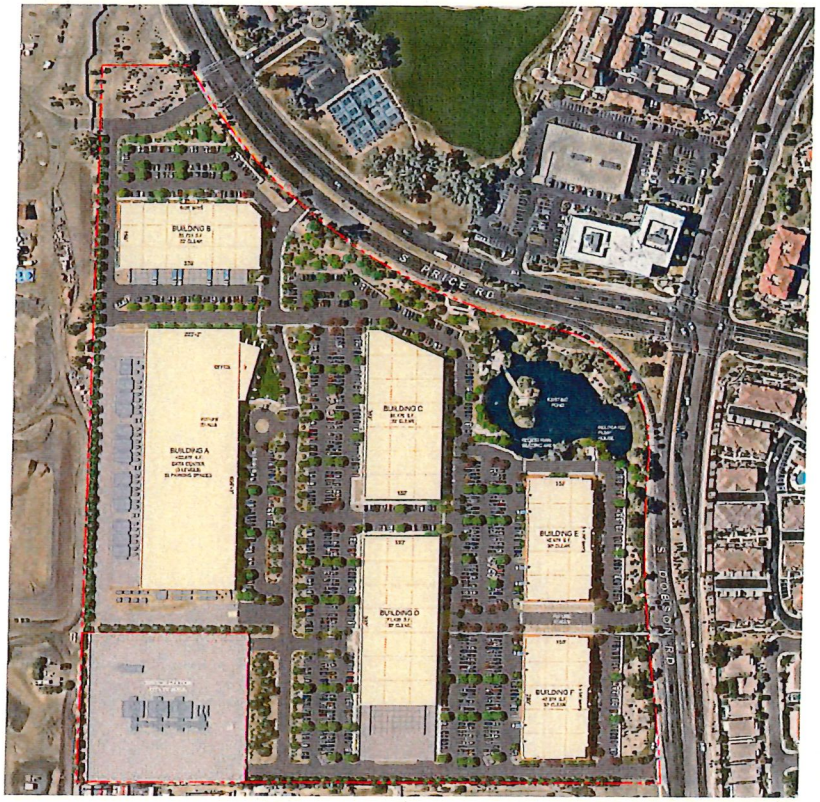
THENCE NORTH 00 DEGREES 58 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2 AND ALONG AFOREMENTIONED BOUNDARY, A DISTANCE OF 1321.46 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO:

NON-EXCLUSIVE, PERPETUAL EASEMENTS AS MORE PARTICULARLY DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS, AND EASEMENTS FOR OCOTILLO RECORDED APRIL 7, 1986, AS 86-167478 OF OFFICIAL RECORDS, THEREAFTER FIRST AMENDMENT RECORDED AS 87-629100 OF OFFICIAL RECORDS; SECOND AMENDMENT RECORDED AS 88-140795 OF OFFICIAL RECORDS AND IN TRACT DECLARATION RECORDED AS 89-132129, OF OFFICIAL RECORDS.

FOR REFERENCE ONLY PROPERTY ADDRESS 3380 SOUTH PRICE ROAD, CHANDLER, AZ AND TAX ID 303-37-001U 7.

EXHIBIT B
CONCEPTUAL PLAN



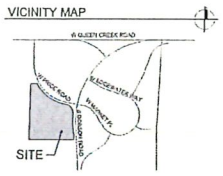
PROJECT DATA

ADDRESS:	3380 S. PRICE ROAD
ZONING:	PAD
APN#:	303-37-001U
NET SITE AREA:	41,742,414 S.F. (43.0 AC.)
EXISTING BUILDING AREA:	+/- 369,000 S.F.
NEW BUILDING AREA:	
A - DATA CENTER (3 LEVELS)	422,877 S.F.
B - R&D / FLEX / OFFICE	53,753 S.F.
C - R&D / FLEX / OFFICE	69,478 S.F.
D - R&D / FLEX / OFFICE	71,420 S.F.
E - R&D / FLEX / OFFICE	42,674 S.F.
F - R&D / FLEX / OFFICE	42,674 S.F.
TOTAL NEW BUILDING AREA:	650,874 S.F.

* WITH AN ADDITIONAL 520 PARKING SPACES, MORE THAN REQUIRED. THIS SITE SUPPORTS UP TO 200,000 S.F. OF MEZZANINE AREA. THE 200,000 S.F. OF MEZZANINE AREA CAN BE DISPERSED THROUGHOUT MULTIPLE BUILDINGS. ADDITIONAL MEZZANINE/2ND FLOOR CAN BE CONTEMPLATED BY REPLACING BUILDING D WITH A PARKING STRUCTURE.

BUILDING SETBACKS:		
FRONT:		50'-0" (ALONG ARTERIAL STREETS)
SIDE:		12'-0"
BACK:		25'-0"
LANDSCAPE SETBACKS:		
FRONT:		50'-0" (FOR FIRST 250' FROM INTERSECTION)
		25'-0" (ALONG REST OF STREETS)
SIDE:		12'-0"
BACK:		12'-0"
BUILDING COVERAGE:		414,858 SF / 1,742,414 SF = 23.8%
PROPOSED BUILDING PARAPET HEIGHT:		
A - DATA CENTER (3 LEVELS)		85'-0"
B - R&D / FLEX / OFFICE		47'-0"
C - R&D / FLEX / OFFICE		45'-0"
D - R&D / FLEX / OFFICE		45'-0"
E - R&D / FLEX / OFFICE		45'-0"
F - R&D / FLEX / OFFICE		45'-0"
PARKING REQUIRED:		
DATA CENTER 100/20 SF:	422,877 SF/2000 SF	47 SPACES
R&D / FLEX / OFFICE 4/1000 SF:	273,997 SF/250 SF	1,096 SPACES
TOTAL PARKING REQUIRED		1,143 SPACES
PARKING PROVIDED		
DATA CENTER		53 SPACES
R&D / FLEX / OFFICE:		1,100 SPACES
TOTAL PARKING PROVIDED:		1,153 SPACES
ADA PARKING REQUIRED: 20 + 1 for each 100		33 SPACES
ADA PARKING PROVIDED:		36 SPACES
EV PARKING PROVIDED		12 SPACES
PARKING STALL DIMENSIONS:		
STANDARD:		9'X18' W/ 2.5' OH
ACCESSIBLE:		11'X18' W/ 2.5' OH

VICINITY MAP



SITE PLAN

SCALE: 1" = 100'

PROJECT TEAM

DEVELOPER
Active Infrastructure
487 E Main Street, Suite 168
Mt Kisco, NY 10549
Contact: Jeffrey A. Zygler
Phone: 917-435-6865
Email: jz@activeinfra.com

ARCHITECT
Butler Design Group
5013 E. Washington St. #100
Phoenix, AZ. 85034
Contact: Korey Wilkes
Phone: 602-316-6307
Email: kwilkes@butlerdesigngroup.com

CIVIL
Hubbard Engineering
1201 S. Alma School Rd, Suite 12000
Mesa, AZ 85210
Contact: Teagan Wolf
Phone: 480-892-3313
Email: TWolf@hubbardengineering.com

LANDSCAPE
Laskin & Associates, Inc.
5013 E. Washington St. #110
Phoenix, AZ. 85034
Contact: Daniel Dodson
Phone: 602-840-7771
Email: daniel@laskindesign.com

ACTIVE INFRASTRUCTURE

PRICE ROAD INNOVATION CAMPUS

3380 South Price Road

Chandler, Arizona

Project No: 24065_ST13
Issue Date: 07-14-2025
No.

SP-1C

Butler Design Group, Inc
architects & planners

EXHIBIT C
SUSTAINABLE WATER USE APPLICATION

CHANDLER arizona Community of Innovation

Sustainable Water Service Application

Any revisions to this document will require a new water certificate, calculations, and Sustainable Water Service Application used to support the changes.

Date: 08-12-2025

Project Log No:

Project name:	Price Road Innovation Campus
Location:	3380 S Price Road
Assessor's Parcel Number(s):	303-37-001U
Design Professional Contact Information	Name: Teagun S. Wolf, P.E. Company: Hubbard Engineering Address: 1201 S. Alma School Road, Suite 12000 Mesa, AZ 85210 Email: twolf@hubbardengineering.com Telephone: 480-398-3809
Number of existing water meter(s), and size(s) (inches)	Domestic: 3 - will be removed Size(s): 2-inch Landscape: OCA Service Size(s):
Cooling Tower(s)	☐ Yes ☒ No Qty

New Domestic Water Meter Requested (A domestic water meter provides potable water not delivered through a landscape meter or fire protection meter)	Quantity	Meter Size*
One new 2-inch Meter for the proposed Data Center	1	2-inch
Five new 1-inch Meter for the proposed shell buildings	5	1-inch

All three existing water meters will be removed		

Project Specific Information:

Parcel Size (square feet)	1,782,519
Gross Floor Area[1] (square feet)	696,874
Landscapable area (square feet)	1,327,458
Hard top area (square feet)	414,956

Brief description of business

Phase 1 of the project consists of one proposed 50,753 sf R&D/Flex/Office shell building and one 422,877 SF data center that will be mechanically cooled. The WSFU are estimates based on typical office style buildings of this size. The future phases of the project will include 4 additional R&D/Flex/Office shell buildings.

Projected water usage at full site utilization

Water Use	Quantity	average annual (gpd)	max day use (gpd)	peak hour (gpm)*
Indoor Plumbing Fixtures listed per UDM	WSFU (Flushometer Valve)			
Building A (Showers, Bathrooms)	380	48,631	97,262	Unknown
Building B (Shell)	Unknown	Unknown	Unknown	Unknown
Building C (Shell)	Unknown	Unknown	Unknown	Unknown
Building D (Shell)	Unknown	Unknown	Unknown	Unknown
Building E (Shell)	Unknown	Unknown	Unknown	Unknown
Building F (Shell)	Unknown	Unknown	Unknown	Unknown

Other Industrial Process or Equipment				
Total	380	48,631	97,262	
* If available				

[1]Gross Floor Area is defined in Chandler City Code 38-3. "The sum of the gross horizontal areas of each story of a building measured from the exterior faces of the exterior walls or from the center line of walls separating two (2) buildings or different uses, including attic space with headroom of seven (7) feet or greater and served by a permanent, fixed stair, but not including enclosed off-street parking or loading areas. Gross floor area shall also include areas of buildings within the horizontal projection of the roof or floor above, which do not have surrounding exterior walls but exceed three (3) feet in horizontal dimension. Gross floor area shall also include basements, if provided, and outdoor patios/retail areas without roofs or walls as further described in the definition of retail/commercial."

Certification

I hereby certify the above reported water usage is accurate and I have coordinated with the other disciplines and all plans (architectural, engineering and landscape) contain identical public water meter information.

Registered Architect or Landscape Architect or Engineer:

Teagun S Wolf

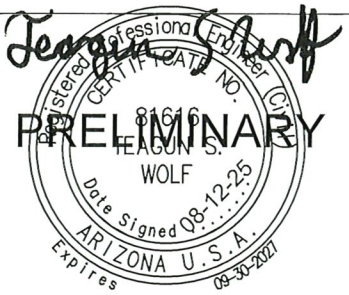
Signature

Teagun S. Wolf, P.E.

Printed Name

08-12-2025

Date



Note: After the City has reviewed and concurs with the water use, the project owner will sign the standard form "Sustainable Water Use Agreement". City Council must formally approve of the Sustainable Water Use Agreement prior to issuance of a water meter.

EXHIBIT D
DEED

When recorded mail to:

BA Price Owner LLC
1194 Kin Street, 2nd Floor
Greenwich, CT 06831

DEED RESTRICTION & COVENANT

THIS DEED RESTRICTION AND COVENANT ("Covenant") is entered into this ____ day of December, 2025 ("Effective Date"), by BA Price Owner, LLC, ("Declarant"), for the benefit of and enforceable by the City of Chandler, an Arizona municipal corporation ("Beneficiary"). Declarant and Beneficiary are sometimes referred to collectively as the "Parties."

Property subject to deed restriction:

See attached Exhibit A.

RECITALS

The Parties acknowledge and agree to the following Recitals, which are incorporated and form the basis of this Covenant.

WHEREAS, Declarant is the owner of the Property listed above; and

WHEREAS, Declarant on behalf of itself, its heirs, executors, administrators, representatives, successors, and assigns, desires to restrict the construction and operation of a data center as the primary use anywhere on the Property (the "Use Restriction") except the southwest corner legally described as follows:

See attached Exhibit A-1.

(the "Covenant"); and

WHEREAS, under this Covenant the Declarant and Beneficiary intend, declare, and covenant that the regulatory and restrictive covenants set forth herein governing the use of the Property described and provided for herein shall be and are hereby made covenants

running with the land and are intended to be and shall be binding upon Declarant and Beneficiary; and

WHEREAS, Declarant and Beneficiary are parties to that certain Development Agreement, effective December __, 2025 (the "Development Agreement"); and

WHEREAS, Declarant acknowledges that the Development Agreement provides adequate and valuable consideration in exchange for the imposition of this Covenant upon the Property.

COVENANT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated in this Covenant as substantive provisions, the mutual covenants, restrictions and equitable servitudes stated herein and other and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, covenant and agree as follows:

1. Covenant Runs with the Land. The Use Restriction contained in this Covenant shall constitute a covenant running with title to the Property, for the benefit of, and enforceable by, the Beneficiary and its successors and assigns, and this Covenant shall bind the Declarant and all subsequent owners and occupants of the Property. Each owner and occupant, upon acceptance of a deed or lease to the Property or any portion thereof, shall be personally obligated hereunder for the full and complete performance of all covenants, conditions, and restrictions contained herein during the owner's period of ownership or occupant's tenancy, as may be appropriate. Each and every transfer or lease of the Property, for all purposes, shall be deemed to include and incorporate this reference, the covenants contained in this Covenant, even without reference to this Covenant in any document of conveyance.

2. Enforcement of Covenant. This Covenant shall constitute a covenant running with the Property and any portion thereof as a burden thereon for the benefit of and shall be specifically enforceable by the Beneficiary and/or its successors and assigns, as applicable. Enforcement by any appropriate legal action may include, but is not limited to specific performance, injunction, reversion, or eviction of noncomplying owners or occupants. In the event any of the Parties resorts to litigation with respect to any provision of this Covenant, the prevailing Party shall be entitled to recover damages and costs, including reasonable attorneys' fees.

3. Waiver of Exemptions. Every owner, by taking title to the Property or any portion thereof, shall be deemed to have subordinated to this Covenant any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

4. Notices. All notices, demands or other communications given under this Agreement shall be in writing and shall be deemed to have been duly delivered upon (i) personal delivery, (ii) delivery by a recognized overnight courier (e.g., FedEx, UPS) for next business day delivery, or (iii) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed as follows:

To Developer:	BA Price Owner LLC 1194 King Street, Second Floor Greenwich, CT 06831
With a copy to:	Withey Morris Baugh, PLC 2525 E. Arizona Biltmore Circle, Ste. A-212 Phoenix, AZ 85016 Attn: Adam Baugh
To City:	Economic Development Director City of Chandler Mail Stop 405 P.O. Box 4008 Chandler, AZ 85244-4008
With a copy to:	Chandler City Attorney Mail Stop 602 P.O. Box 4008 Chandler, AZ 85244-4008

A Party may change its address for receipt of Notice under this Agreement by providing Notice of same under this Section.

5. Severability. Whenever possible, each provision of this Covenant and any other relate document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of this Covenant shall be invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of this Covenant.

6. Modifications. Any modifications of this Covenant shall be effective only when made by a duly executed instrument by the Parties and recorded with the county recorder. Notwithstanding the foregoing, this Covenant shall automatically terminate in the event that the Development Agreement is terminated pursuant to Section 8 thereof; in such event, either Party may record a written termination of this Covenant with the county recorder to evidence the same.

EXECUTED this ____ day of _____, 20___.

BA Price Owner LLC, a Delaware limited liability company, Declarant

By: _____
Print Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

The foregoing Development Agreement was executed before me this ___ day of _____, 202___, by _____, as _____ of BA Price Owner LLC, a Delaware limited liability company.

_____
Notary Public

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Mayor Kevin Hartke

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A to Special Warranty Deed

Legal Description

PARCEL ONE:

THAT PORTION OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18;

THENCE SOUTH 89 DEGREES 52 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 1269.65 FEET TO THE NORTHWEST CORNER OF OCOTILLO AS SHOWN ON THE "MAP OF DEDICATION OF RIGHT OF WAY AND EASEMENTS FOR OCOTILLO", ACCORDING TO BOOK 303 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 01 DEGREES 20 MINUTES 02 SECONDS WEST, ALONG THE WEST BOUNDARY THEREOF, 1321.64 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF LOT 1 OF SAID SECTION 18 AND SAID BOUNDARY OF OCOTILLO, 66.64 FEET TO THE TRUE POINT OF BEGINNING;

Unofficial Document

THENCE DEPARTING SAID BOUNDARY, CONTINUE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST 207.11 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF PRICE ROAD AS SHOWN ON SAID MAP OF DEDICATION, SAID POINT MARKING THE BEGINNING OF A NON-TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS NORTH 59 DEGREES 08 MINUTES 21 SECONDS EAST 1315 FEET;

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47 DEGREES 54 MINUTES 39 SECONDS, HAVING AN ARC DISTANCE OF 1099.60 FEET;

THENCE SOUTH 78 DEGREES 46 MINUTES 18 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 27.27 FEET TO A POINT MARKING THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 250.00 FEET TO THE RIGHT;

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28 DEGREES 57 MINUTES 18 SECONDS, HAVING AN ARC DISTANCE OF 126.34 FEET TO A POINT OF COMPOUND CURVATURE MARKING THE BEGINNING OF A TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS SOUTH 40 DEGREES 10 MINUTES 60 SECONDS WEST 290.00 FEET;

THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53 DEGREES 47 MINUTES 00 SECONDS, HAVING AN ARC DISTANCE OF 272.22 FEET TO A POINT OF REVERSE CURVATURE MARKING THE BEGINNING OF A TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS SOUTH 86 DEGREES 01 MINUTES 60 SECONDS EAST 2479.00 FEET;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12 DEGREES 11 MINUTES 31 SECONDS, HAVING AN ARC DISTANCE OF 527.50 FEET TO A POINT OF REVERSE CURVATURE MARKING THE BEGINNING OF A TANGENT CURVE, THE CENTRAL POINT OF WHICH BEARS SOUTH 81 DEGREES 46 MINUTES 29 SECONDS WEST 3024.49 FEET;

THENCE SOUTHERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 05 MINUTES 16 SECONDS, HAVING AN ARC DISTANCE OF 215.78 FEET;

THENCE SOUTH 04 DEGREES 08 MINUTES 15 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE 27.35 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 53 SECONDS WEST 1394.95 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID SECTION 18;

Unofficial Document

THENCE NORTH 01 DEGREES 00 MINUTES 13 SECONDS EAST, ALONG SAID EAST LINE, 361.44 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SAID SECTION 18;

THENCE NORTH 00 DEGREES 58 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2 AND ALONG AFOREMENTIONED BOUNDARY, A DISTANCE OF 1321.46 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO:

NON-EXCLUSIVE, PERPETUAL EASEMENTS AS MORE PARTICULARLY DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS, AND EASEMENTS FOR OCOTILLO RECORDED APRIL 7, 1986, AS 86-167478 OF OFFICIAL RECORDS, THEREAFTER FIRST AMENDMENT RECORDED AS 87-629100 OF OFFICIAL RECORDS; SECOND AMENDMENT RECORDED AS 88-140795 OF OFFICIAL RECORDS AND IN TRACT DECLARATION RECORDED AS 89-132129, OF OFFICIAL RECORDS.

FOR REFERENCE ONLY PROPERTY ADDRESS 3380 SOUTH PRICE ROAD, CHANDLER, AZ AND TAX ID 303-37-001U 7.

EXHIBIT "A-1"
DATA CENTER BOUNDARY DESCRIPTION

A PORTION OF PARCEL 1, AS DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT 2024-0351129, MARICOPA COUNTY RECORDS, (M.C.R.), LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18, BEING MARKED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 18, BEING MARKED BY A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 17 MINUTES 37 SECONDS WEST, 2644.48 FEET;

THENCE NORTH 88 DEGREES 52 MINUTES 50 SECONDS EAST, 1325.47 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL AND THE **POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 13 MINUTES 49 SECONDS WEST, ALONG SAID WEST LINE, 743.81 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 88 DEGREES 52 MINUTES 58 SECONDS EAST, 446.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE CENTER BEARS NORTH 84 DEGREES 02 MINUTES 35 SECONDS EAST, 417.97 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 33 MINUTES 29 SECONDS, AN ARC LENGTH OF 106.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE CENTER BEARS SOUTH 69 DEGREES 44 MINUTES 37 SECONDS WEST, 505.92 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24 DEGREES 09 MINUTES 57 SECONDS, AN ARC LENGTH OF 213.38 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 785.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05 DEGREES 01 MINUTES 37 SECONDS, AN ARC LENGTH OF 68.87 FEET;

THENCE SOUTH 01 DEGREES 07 MINUTES 02 SECONDS EAST, 352.59 FEET;

THENCE NORTH 88 DEGREES 52 MINUTES 58 SECONDS EAST, 65.00 FEET;

THENCE SOUTH 01 DEGREES 07 MINUTES 02 SECONDS EAST, 370.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL;

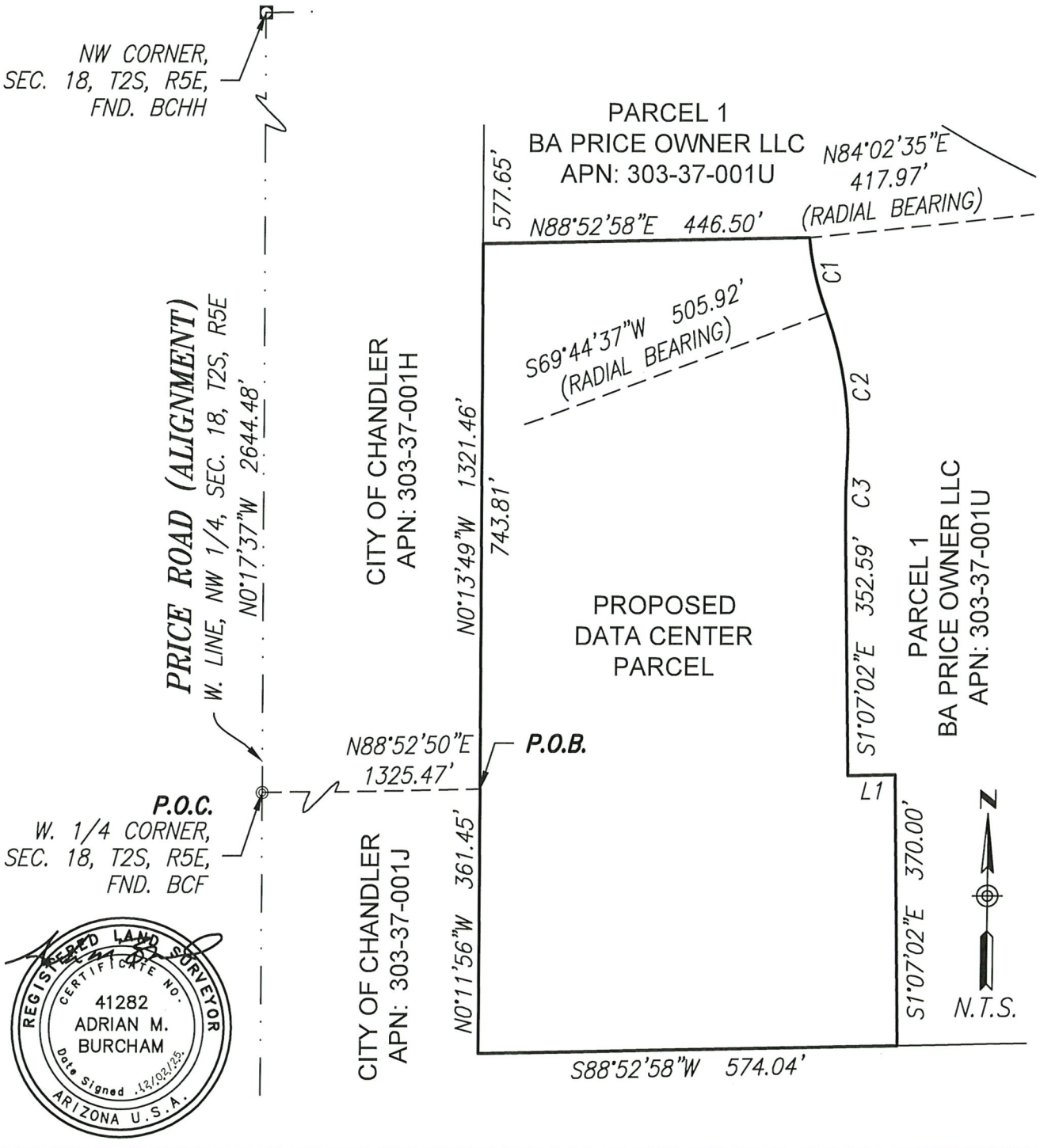
THENCE SOUTH 88 DEGREES 52 MINUTES 58 SECONDS WEST, ALONG SAID SOUTH LINE, 574.04 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 00 DEGREES 11 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, 361.45 FEET TO SAID **POINT OF BEGINNING**.



SAID PARCEL CONTAINS 572,750 SQUARE FEET OR 13.1485 ACRES, MORE OR LESS.

HUBBARD ENGINEERING
www.hubbardengineering.com
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41282
ADRIAN M.
BURCHAM
Date Signed 12/02/25
ARIZONA U.S.A.

PRICE ROAD INNOVATION CAMPUS
DATA CENTER BOUNDARY
EXHIBIT "A"
City of Chandler, Maricopa County, Arizona

Project No. 24134	Date 12/02/25	Sht: 1 of 2
Project Manager ADRIAN BURCHAM	Project Eng.	

HUBBARD ENGINEERING
www.hubbardengineering.com
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N88°52'58"E	65.00'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	14°33'29"	417.97'	106.20'	N13°14'09"W 105.91'
C2	24°09'57"	505.92'	213.38'	N08°10'24"W 211.80'
C3	5°01'37"	785.00'	68.87'	N01°23'46"E 68.85'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41282
ADRIAN M.
BURCHAM
Date Signed 12/02/25
ARIZONA U.S.A.

PRICE ROAD INNOVATION CAMPUS
DATA CENTER BOUNDARY
EXHIBIT "A"
City of Chandler, Maricopa County, Arizona

Project No. 24134	Date 12/02/25	Sht: 2 of 2
Project Manager ADRIAN BURCHAM	Project Eng.	

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. MS 26-43

Date: December 08, 2025
To: Mayor and Council
John M. Pombier, City Manager
Thru: Dawn Lang, Deputy City Manager | CFO
Kristi Smith, Management Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Contracts and Agreements Administratively Approved, Month of November 2025

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 change allows contracts and agreements valued less than $100,000 to be administratively approved. As part of the change, 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

Administrative Approvals

Informational Procurement Council Item – November 2025 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.: 4994
Subject: Chandler Fire Department Dexa Scans and VO2 Max Testing
Contractor: Optimiseyou LLC., dba Optimize Performance Medicine
Value: $50,000
Notes: VO2 max and Dexa scans provide objective, baseline health data that can reveal early warning signs of cancer risk and integrate well with existing Chandler Fire Department cancer prevention efforts.

Agreement No.: HO2-988-4387
Subject: Public Housing Landscape Maintenance
Contractor: BrightView Landscape Services, Inc.
Value: $99,000
Notes: General landscape services for public housing sites.

Agreement No.: AI2401.103
Subject: Runway 4R/22L Extension Community Impact Study Phase 2
Contractor: C&S Engineers, Inc.
Value: $95,840.00
Notes: Community Impact Study

Agreement No.: DS2505.201
Subject: Arizona Avenue and Erie Street Traffic Signal Improvements
Contractor: Iteris, Inc.
Value: $74,750.00
Notes: Design Services

Agreement No.: PD2301.451
Subject: Forensic Services Facility
Contractor: Kitchell/CEM, Inc.
Value: $99,648.80
Notes: Construction Management Services

Agreement No.: WA2405.101
Subject: Hunt Highway Well
Contractor: Matrix New World Engineering
Value: $90,235.60
Notes: Hydrogeological Services

Agreement No.: WW2211.451
Subject: Ocotillo Water Reclamation Facility Influent Pump Station Odor Control
Contractor: Wilson Engineers, LLC
Value: $97,115.00
Notes: Construction Management Services

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes: