



PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
CHANDLER HEIGHTS ROAD IMPROVEMENT (MCQUEEN ROAD TO GILBERT ROAD)
Project No. ST1614.451; CHN-0(240)D; ADOT NO.: T009901C
Council Date: March 24, 2022 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2022 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Ritoch-Powell & Associates Consulting Engineers, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **CHANDLER HEIGHTS ROAD IMPROVEMENT (MCQUEEN ROAD TO GILBERT ROAD)** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of

the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **600** 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 **\$2,351,150.56** 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 P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	City of Chandler Public Works & Utilities Department Attn: Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008
To Consultant:	Ritoch-Powell & Associates Consulting Engineers, Inc. Mailing Address: 1001 N Central Ave Ste 900 Phoenix AZ 85004 Statutory Agent Name: Karl Obergh Statutory Agent Mailing Address: 1001 N Central Ave Ste 900 Phoenix AZ 85004
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE Name: Frank Henderson Title: Transportation and CM Practice Leader Phone: 602-263-1177 Email: fhenderson@rpaeng.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 contract 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 contracts 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 Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of

this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III 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 III 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 ("Indemnitor") must indemnify, save and hold harmless 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 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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee'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 Indemnatee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on

architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be

excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract 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 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 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential

conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by

Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject

matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

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:



for Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

"CONSULTANT"

Ritoch-Powell & Associates Consulting Engineers, Inc.



February 16, 2022

Signature

Date

Karl G. Obergh, PE

Print Name

Principal

Title

kobergh@rpaeng.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"

CONSTRUCTION MANAGEMENT SCOPE OF SERVICES (FHWA FUNDED PROJECTS)

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

- i. Consultant must attend the pre-construction meeting.
- ii. Consultant must attend the pre-construction public meeting.
- iii. Consultant must attend one (1) meeting with the Public Outreach Consultant to review improvements and properties requiring specific outreach efforts.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 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 eighty (80) weekly meetings will be held.

B. Task 2.2 CPM Schedule

- i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
- ii. 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 twenty (20) reviews of updated CPM schedule.

C. Task 2.3 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 maximum of eighty (80) RFI responses.

D. Task 2.4 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 a maximum of forty-five (45) reviews.

E. Task 2.5 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 derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes a maximum of twenty (20) RFPs.
- ii. Consultant must review Contractor Time and Materials (T&M) cost submittals and provide recommendations for approval. CM CONSULTANT assumes a maximum of twenty (20) T&Ms, with two (2) reviews each.

F. Task 2.6 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 a maximum of seventy-five (75) FD's.

G. Task 2.7 Contractor Payment Applications

- 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 a maximum of eighteen (20) payment applications, with two (2) reviews each.

H. Task 2.8 Public Outreach

- i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the City; coordination meetings; project meetings; public meeting coordination; federal funds required partnering process (project team partnering meeting, maintaining status).

3. CONSTRUCTION ADMINISTRATION

A. Task 3.1 Federal Compliance Administration

- i. Consultant must conduct Contractor and Sub-contractor laborer interviews.

B. Task 3.2 Administrative Support

- i. Consultant must provide administrative support to City staff for federal reporting requirements. Consultant assumes one administrative assistant for seventy two (72) weeks at 40 hours per week.

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 one (1) inspector full time 48 hours per week for twenty (20) months and an additional one (1) inspector for 40 hours per week for sixteen (16) weeks as needed for multiple concurrent crews, night work, weekend work, additional closures, etc.

B. Task 4.2 Landscape / Irrigation Inspection Services

- i. Consultant must provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and attend a nursery visit to tag and inspect plant material. Consultant assumes six (6) site visits.

C. Task 4.3 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.

5. UTILITY COORDINATION

A. Task 5.1 Utility Coordination

- i. Consultant must coordinate with utility representatives to complete relocations, new electrical (SRP) service connections and RWCD relocations.
- ii. Consultant must complete Approval of Construction (AOC) applications and submit to MCESD for water line relocations.

6. MATERIALS TESTING

A. Task 6.1 Quality Control (QC) Test Program

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

B. Task 6.2 Quality Assurance (QA) Test Program

- i. Consultant must prepare and maintain a materials Quality Assurance plan per City, MAG, and ADOT requirements. QA plan will be reviewed and approved by ADOT prior to initiating construction activities. QA testing, material certification, and cover letter will be reviewed and approved by ADOT after all testing has been completed.
- ii. Consultant will coordinate with IA 3rd party tester to complete sampling and testing of materials to be installed on the project, collaborate with the QA and QC testing parties and review results.
- iii. 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.

C. Task 6.3 Material Certifications

- i. Consultant must review and verify material certifications are met including "Buy America" requirements; and prepare and maintain materials certificate and "Buy America" requirement submittal log.

D. Task 6.4 Independent Assurance (IA) Test Program

- i. Consultant must provide 3rd party independent quality assurance sampling and testing per the approved QA program produced in task 6.B.i.

7. RECORD DRAWINGS

A. Task 7.1 Record Drawings

- i. Review and monitor Contractor's weekly updates on red-line drawing set. Review Contractor's submitted as-built Record Drawings.

8. PROJECT MANAGEMENT

A. Task 8.1 Project Monitoring

- i. Consultant must prepare regular monthly progress reports
- ii. Consultant must perform regular budget monitoring.
- iii. Pay applications will be submitted monthly. Invoices will be broken down to the same level of detail as the attached fee schedule.

B. Task 8.2 Manage Sub-Consultants

- i. Consultant must monitor all sub-consultants schedule and work products and ensure that all activities are coordinated.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The following items are excluded from this scope of work:
 - a. Special Inspections
 - b. Aerial Mapping and photography
 - c. Environmental Investigation
 - d. Potholing and survey for potholing
 - e. Private and public utility relocation design
 - f. Drainage analysis or design
 - g. Pavement design
 - h. GIS survey or data processing
 - i. Preparing and producing displays, exhibits, engineering designs or details required for public meetings or information.
 - j. Documentation of existing property conditions, project signage or traffic signage by Public Outreach (MakPro).
3. The Owner's Allowance will only be utilized with prior written approval from the City representative.
4. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.
5. Contract work must be performed in accordance with Exhibit D Title VI Assurances Appendix A and Exhibit E Title VI Assurances Appendix E.

SUBCONSULTANT FEE DERIVATIONS



January 11, 2022
Proposal No.: 220009

Mr. Keith Drunasky, PE, Senior Project Manager
Ritoch-Powell & Associates
1001 North Central Avenue, Suite 900
Phoenix, AZ 85004
kdrunasky@RPAENG.COM

**SUBJECT: Proposal for Quality Assurance Materials Testing
Chandler Heights Road Improvements McQueen Road to Gilbert Road
COC Project No.: ST1614.401
Federal Aid No.: CHN-0(240)
ADOT No.: T0099 01C:
Chandler, Arizona**

Dear Mr. Drunasky:

ATEK Engineering Consultants, LLC (ATEK) is pleased to present this proposal. This proposal was developed after review of Project Plans (ST1614.401) dated 5/17/21 and Construction Bid document (ST1614.401) and is a preliminary understanding of the Quality Assurance Materials Testing Services for the subject project.

ATEK is committed to providing a high level of service to its clients, commensurate with their wants and needs. If a portion of this proposal does not meet your needs, or if those needs have changed, ATEK will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. We look forward to the opportunity to provide professional services to this project.

PROJECT UNDERSTANDING

The proposed project consists of roadway improvements for Chandler Heights Road from McQueen Road to Gilbert Road in Chandler, Arizona

We have based our proposal on the following information:

- Review of the Project Plans (ST1614.401) dated 5/17/21 prepared by Kimley Horn.
- Construction Bid document (ST1614.401) prepared by the City of Chandler
- ADOT Materials Quality Assurance Program (ADOT MQAP), November 24, 2020.
- At the time of this proposal a project schedule was not available, though contract days in the contract are 540 days. Information from the project schedule may have an impact on our estimated fee for this project.

Our scope of services for the referenced project includes the following:

Field Density Testing-Site Utilities & Pavement Areas

Field density testing will be performed on a part-time basis, by an Engineering Technician, for compaction testing of backfill material for site utility trenches; pavement subgrades and base

course materials. The field services will be supported by appropriate laboratory evaluation of soils and aggregates used as fill on the project site. The testing frequencies are estimated based on section 203 and 303 of the ADOT MQAP and assume appropriate contractor quality control will be provided by others.

Concrete Services

An ACI Level I Engineering Technician will be provided on a part time basis to sample the plastic concrete for concrete such as curb, gutter, sidewalks and light pole foundations and other miscellaneous concrete structures. Concrete is anticipated to be sampled every 50 yards. The concrete will be tested for slump and temperature at the time of placement. Sets of four (4) cylinders will be molded at each sampling.

Samples will be field cured at the site and returned to the laboratory for moist curing prior to compressive strength testing. Compressive strength testing will be conducted at 28-days (4 cylinders).

Asphalt Concrete Services

ATEK will provide an Engineering Technician to sample asphalt paving for laboratory testing, and obtain AC cores for density and thickness testing (assumes QC will performing the coring operations). We anticipate taking 45 samples (sampling at every 500 tons) and 201 cores (20 cores per 2000 tons) based on ADOT MQAP Specification 416.

Project Management/Coordination Services

ATEK's Project Manager will conduct periodic site visits for consultation with onsite personnel and review ATEK's project documentation and laboratory testing results during construction. If requested, the Project Manager will prepare a summary presentation of the results of our field and laboratory tests and observations performed during project construction. In addition, the ATEK project manager will review project quality control reports as provided by the construction administration team. The project manager or project engineer will attend weekly meeting to discuss ongoing testing requirements and address and non-conformance issues.

ATEK will also provide the following administrative services:

- Dispatching and scheduling of field personnel;
- Word processing by administrative staff; and
- Reproduction and distribution of reports.

ESTIMATED PROJECT FEES

The above-mentioned services will be performed on an hourly and unit rate basis from portal to portal. The attached costs are estimates only and are based on time schedules, our experience with similar projects, and other information provided to us regarding this project. ATEK has no control over the project submittal process and schedule, project construction schedule and/or materials and methods which can affect the total cost of the services provided. The actual cost will depend on the amount of work requested, the contractor's schedule, delays due to weather, etc. This estimate is based on a normal 40-hour workweek. If this information or time schedule should change, please contact us immediately so we may adjust our fee accordingly.

A detailed cost estimate is included as an attachment at the end of this proposal.

SAFETY

The safety of our employees is of paramount concern to ATEK. You will be notified if project conditions represent a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of work and associated fees. If necessary, we will advise you of any additional costs required to mitigate these unanticipated conditions. Job site safety will be the sole responsibility of the contractor.

SCHEDULE

We request that our dispatch office be contacted at least 48 hours in advance of any necessary tests and observations. We will perform this work at the rates presented. If additional services are requested which were not presented, they will be charged at our current fee schedule rate.

ATEK personnel will not direct, lay out, or supervise the construction operations for the project, nor will we alter or change the project plans, specifications or reports. In addition, an onsite pre-construction meeting with all involved parties is also requested.

AUTHORIZATION

The work will be conducted in accordance with the attached General Conditions. Your signature on this proposal may indicate your acceptance of these Conditions and authorization for ATEK to proceed with the Scope of Work outlined herein. If this proposal is acceptable, we can begin work as soon as we receive an ORIGINAL signature in the "acceptance" field.

If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

LIMITATIONS

Construction testing and special inspection observation are techniques employed to reduce the risk of problems arising during construction. Provision of these services by ATEK is not insurance, nor does it constitute a warranty or guarantee of any type. Even with diligent construction testing and special inspection observation, some latent construction defects may be missed. In all cases, contractors shall retain responsibility for the quality of their work, for adhering to plans and specifications, and for repairing defects regardless of when they are found. In the absence of continuous observations by ATEK personnel during site earthwork, we are not able to express an opinion regarding the adequacy of site preparation or overall fill composition or compaction.

ATEK will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is provided as part of the services offered by this proposal. This proposal neither makes nor intends a warrantee or guarantee, express or implied, nor does it create a fiduciary responsibility to Client by Consultant.

TERMS AND CONDITIONS

All terms and conditions indicated in this proposal and in the attached General Conditions will be considered by both parties to be in effect from the effective date of the signed proposal through completion of the project. The proposal will remain in

effect for 30 days from its date, and thereafter shall be null and void unless it has been signed for the work proposed.

We sincerely appreciate the opportunity to be of service and look forward to working with you on this project.

Sincerely,

ATEK Engineering Consultants, LLC.



Armando Ortega, PE
Principal

Enclosure: General Conditions 2020

Client agrees to the Scope of Work described in this Proposal and Cost Estimate and the General Conditions attached and incorporated herein.

By: _____
RITTOCH-POWELL & Associates, Inc.

Title: _____

Date: _____

ATEK GENERAL CONDITIONS 2020 (PROFESSIONAL SERVICES)

This PROFESSIONAL SERVICES AGREEMENT is made by and between Ritoch-Powell & Associates hereinafter referred to as CLIENT, and ATEK Engineering Consultants, LLC, hereinafter called ATEK.

The PROFESSIONAL SERVICES AGREEMENT between the parties consists of these terms and conditions, the attached PROPOSAL identified as ATEK Proposal No. 220009, dated 1/11/2022, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this PROFESSIONAL SERVICES AGREEMENT must be mutually agreed to in writing.

SECTION 1 - SCOPE OF WORK

ATEK shall perform pursuant to the terms and conditions of this PROFESSIONAL SERVICES AGREEMENT the services as set forth in the accompanying PROPOSAL.

SECTION 2 - PERMITS & UTILITIES

1. Unless otherwise stated in the PROPOSAL, CLIENT shall apply for and obtain all required permits and licenses. CLIENT shall make all necessary arrangements for right of entry to provide ATEK access to the site for all equipment and personnel at no charge to ATEK.
2. While ATEK will take all reasonable precautions to minimize any damage to the property, CLIENT agrees to hold ATEK harmless for any damages to structures or any damage required for right of entry, in the absence of willful and gross misconduct by ATEK.

SECTION 3 - SAMPLES

Samples collected during this study will be retained for approximately 30 days after the report is submitted and then disposed.

SECTION 4 - INVOICES

ATEK will submit an invoice to CLIENT each month. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date.

SECTION 5 - OWNERSHIP OF DOCUMENTS

1. All reports, field data, field notes, calculations, estimates and other documents prepared by ATEK, as instruments of service, shall remain the property of ATEK.
2. CLIENT agrees that all reports and other work furnished to CLIENT or his agents, which are not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever.
3. ATEK will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to CLIENT at reasonable times.

SECTION 6 - DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the CLIENT and ATEK agree that all disputes arising between them out of or relating to this Agreement or the Project shall be submitted to non-bonding mediation unless the parties mutually agree otherwise.

SECTION 7 - STANDARD OF CARE & NOTIFICATION

1. Services performed by ATEK under this PROFESSIONAL SERVICES AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty express or implied is made.
2. ATEK agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies.
3. ATEK will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8 - LIMITATION OF LIABILITY

1. CLIENT agrees to limit ATEK's liability to CLIENT and all third parties arising from ATEK's negligent acts, errors or omissions, such that the total aggregate liability of ATEK to all those named shall not exceed our fees for the project or \$50,000, whichever is greater. Neither CLIENT nor any third parties assume any liability for damages to others, which may arise solely on account of ATEK's negligent acts, errors or omissions.
2. As part of the consideration ATEK requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against ATEK by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against ATEK or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.

SECTION 9 - INSURANCE

ATEK represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that ATEK has such coverage under public liability and property damage insurance policies which ATEK deems to be adequate. Certificates for all such policies of insurance will be provided to CLIENT, if requested. Within the limits and conditions of such insurance, ATEK agrees to indemnify and hold CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by ATEK, its agents, staff, and consultants employed by it. ATEK shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

SECTION 10 - TERMINATION

1. This CONSULTING SERVICES AGREEMENT may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the event of the parties' failure to agree upon an adjustment to this PROFESSIONAL SERVICES AGREEMENT in accordance with Section 6. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ATEK shall be paid for services performed to the termination notice date plus reasonable termination expenses.
2. In the event of termination or suspension for more than three (3) months prior to completion of all reports contemplated by this PROFESSIONAL SERVICES AGREEMENT, ATEK may complete such analyses and records as are necessary to complete ATEK's Project files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of ATEK in completing such analyses, records and reports.

SECTION 11 - ENTIRE AGREEMENT

1. This PROFESSIONAL SERVICES AGREEMENT along with the exhibits and/or proposals appended hereto constitute the entire PROFESSIONAL SERVICES AGREEMENT of the parties with respect to the subject matter hereof.
2. The Parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this PROFESSIONAL SERVICES AGREEMENT which will become effective on the date signed by the CLIENT in the "acceptance" field in the proposal.



RICKER • ATKINSON • McBEE • MORMAN
& ASSOCIATES, INC.

Geotechnical Engineering • Construction Materials Testing
2105 South Hardy Drive, Suite 13, Tempe, AZ 85282
Telephone (480) 921-8100 • Facsimile (480) 921-4081

Ardurra Company
1001 North Central Avenue, Suite 900
Phoenix, Arizona 85004

January 14, 2022

Attn: Keith Drunasky / Email: (kdrunaky@haydonbc.com)

Re: Chandler Heights Road Improvements
McQueen Road to Gilbert Road
Chandler, Arizona

RAMM Proposal No. PT22055

Ricker, Atkinson, McBee, Morman & Associates, Inc. is pleased to submit this proposal to conduct Materials Testing Services for the above-referenced project.

The following scope of work and **estimated fee** are based on our experience with similar projects, a review of the project plans, and Addendum No. 1. **Charges will be based only on actual time spent and testing performed to provide the services required.** All sampling and testing will be conducted in accordance with MAG and City of Chandler Specifications.

On this project there will be no overtime premium for weekday work and no minimum charge per trip.

Roadway Improvement Areas: Sampling and compaction testing of subgrade, aggregate base and asphalt concrete materials in new pavement and pavement replacement areas. Sampling and testing of subgrade and sampling and compressive strength testing of concrete for new curbs, gutters, sidewalks, driveways, drainage structures, and other concrete elements. Sampling and testing of bedding and backfill for new water, fire, sewer, and storm drain lines.

	<u>Unit Rates</u>	<u>Amount</u>
160 Hours Technician	48.00	\$ 7,680.00
10 Hours Engineering	100.00	1,000.00
40 Trips	35.00	1,400.00
6 Standard Proctors	120.00	720.00
4 ABC Sieve & PI	200.00	800.00
8 Sets Concrete (4 cyls per set)	60.00	480.00
2 Sets Grout (5 samples per set)	75.00	150.00
10 Asphalt Rice Density / Extraction/Gradation	130/140	2,700.00
5 Asphalt Marshall Density / Percent Lab Air Voids	130.00	<u>650.00</u>

INDEPENDENT INSURANCE TESTING TOTAL: \$ 15,580.00

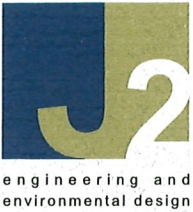
Page 2 / RAMM Proposal No. PT22055
Chandler Heights Road Improvements – Chandler, Arizona

Fee includes reports for all inspections, test results, transportation, clerical and postage. We look forward to working with you on this project.

Respectfully submitted,
RICKER, ATKINSON, MCBEE, MORMAN & ASSOCIATES, INC.



Armando Lagunas
Manager, Construction Phase Services
/al



January 17, 2022

Mr. Keith Drunasky, PE
Ritoch Powell and Associates
5727 N. 7th Street, Suite 120
Phoenix, AZ 85014

**Re: City of Chandler – Chandler Heights Road Construction Management:
McQueen Rd to Gilbert Road (City Project #ST1614.401)**

Mr. Drunasky,

J2 Engineering and Environmental Design LLC (J2) is pleased to submit this proposal to Ritoch Powell & Associates for the Chandler Heights Road Construction Management Services: McQueen Road to Gilbert Road. Our Team is excited to be working with RPA and the City of Chandler on this important arterial roadway improvement.

The following scope of work is based upon our discussions and correspondence with your staff. J2 will be providing construction phase services for the RPA Team.

Thank you for including J2 on the Team. We are very excited to begin work on this project and to continue our outstanding working relationship with RPA and the City of Chandler. Please do not hesitate to call with any questions that you may have. We look forward to starting this work promptly upon approval.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Velasquez'.

Jeff Velasquez, RLA, ASLA
Vice President, Principal Landscape Architect
J2 Engineering & Environmental Design, LLC

J2 Scope of Service

City of Chandler

Chandler Heights Road Construction Management: McQueen Rd. to Gilbert Road

Project Overview

The City of Chandler (COC) is improving Chandler Heights Road from McQueen Road to Gilbert Rd. J2 will be subcontracted to RPA for landscape and irrigation Construction Management Services.

The following items shall be a basis for this scope of work:

- The project will be led by Ritoch Powell & Associates (RPA) as the prime consultant.
- The project will consist of widening improvements to Chandler Heights Road.
- The construction delivery process will be a standard design-bid-build.
- Contract documents have been completed by a separate design team and shall be the basis for the Construction.
- J2 Team's scope and fee is based upon an approximate 18-month construction schedule from NTP.

Anticipated Inspections

- Construction inspections for landscape and irrigation shall occur as shown in the scope herein and in the attached hours estimate.

Anticipated Meetings

- Meetings shall occur as shown in the scope herein and in the attached hours estimate.

Task 2 – Construction Management

C. 2.3 Requests for Information (RFI's)

i. CM Consultant shall review and respond to contractor Requests for Information (RFI's). CM Consultant assumes a maximum of six (6) RFI's relating to landscape and landscape irrigation.

D. 2.4 Shop Drawing Submittals

i. CM Consultant shall review contractor shop drawing submittals and provide comments. CM Consultant assumes a maximum of six (6) submittal reviews relating to landscape and landscape irrigation.

Task 3 – Construction Administration

B. 3.2 Administrative Support

i. CM Consultant shall provide administrative effort for DBE reporting and federal compliance requirements monthly. 18 Month timeframe has been included in this scope of work.

Task 4 – Construction Inspection

B. 4.2 Landscape / Irrigation Inspection Services



- i. CM Consultant shall provide irrigation system layout and installation observations, including irrigation pressure tests. CM Consultant assumes six (6) site visits.
- ii. CM Consultant shall attend nursery visits (multiple locations) to inspect and tag plant material. CM Consultant assumes two (2) nursery visits within a 65-mile radius of the site. Task includes photo summary of tagged plant materials.
- iii. CM Consultant shall review plant material staking layout (flagged locations). CM Consultant assumes eight (8) landscape layout site visits.

C. 4.3 Project Closeout

- i. CM Consultant shall schedule and conduct substantial completion inspection for landscape and irrigation installation.
- ii. CM Consultant shall prepare substantial completion punch list generated from substantial completion inspection. CM Consultant shall track items on the punch list and note the completed items.
- iii. CM Consultant shall schedule and conduct final completion inspection.

A. 7.1 Record Drawings

- i Review Contractor's red-line drawing set through the construction efforts.
- ii Consultant shall transfer red-line comments to City's construction plans. Consultant shall provide landscape architect stamp on cover sheet. No cad work is included in this scope of work.
- iv Consultant shall deliver record drawings to the City. Submittal shall include full size copy of each sheet and digital copies(PDF) of each sheet. No cad work is included in this scope of work.

Design Assumptions and Exclusions:

- 1. This scope does not include public meetings or graphics for construction phase public meetings.
- 2. This scope does not include County Approval to Construct (ATC) or Approval of Construction (AOC) documentation or coordination.
- 3. This scope does not include construction materials testing.
- 4. This scope does not include cad linework for as-built record drawings.

J2 will begin our services promptly after receipt of the Notice to Proceed and receipt of a signed contract. This exhibit represents the entire understanding of the Scope of Services as set forth herein and may only be modified in writing signed by both parties.

Chandler Heights Road Construction Management: Hours Schedule

1/16/2022

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Senior Project Landscape Architect	Project Landscape Architect	Landscape Designer	Administrative Staff	Total
2	Construction Management					
C	Task 2.3 Requests for Information (RFI's)					
2.3 (i)	CM Consultant shall review and respond to contractor Requests for Information (RFI's). CM Consultant assumes a maximum of six (6) RFI's relating to landscape and landscape irrigation.	2	6	4	0	12
D	Task 2.4 Shop Drawing Submittals					
2.4 (i)	CM Consultant shall review contractor shop drawing submittals and provide comments. CM Consultant assumes a maximum of six (6) submittal reviews relating to landscape and landscape irrigation.	4	8	6	0	18
3	Construction Administration					
B	Task 3.2 Administrative Support					
3.2 (i)	CM Consultant shall provide administrative effort for DBE reporting and federal compliance requirements monthly for the J2 scope of work.	0	0	0	18	18
4	Construction Inspection					
B	Task 4.2 Landscape / Irrigation Inspection Services					
4.2 (i)	CM Consultant shall provide irrigation system layout and installation observations including irrigation pressure tests. CM Consultant assumes six (6) site visits.	4	14	6	0	24
4.2 (ii)	CM Consultant shall attend nursery visits (multiple locations) to inspect and tag plant material. CM Consultant assumes two (2) nursery visits within a 65-mile radius of the site. Task includes photo summary of tagged plant materials.	4	12	0	0	16
4.2 (iii)	CM Consultant shall review plant material staking layout (flagged locations). CM Consultant assumes eight (8) landscape layout site visits.	0	16	8	0	24
C	Task 4.3 Project Closeout					
4.3 (i)	CM Consultant shall schedule and conduct substantial completion inspection.	0	8	8	0	16

Chandler Heights Road Construction Management: Hours Schedule

1/16/2022

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Senior Project Landscape Architect	Project Landscape Architect	Landscape Designer	Administrative Staff	Total
4.3 (ii)	CM Consultant shall prepare substantial completion punch list generated from substantial completion inspection. CM Consultant shall track items on the punch list and note the completed items.	2	4	4	0	10
4.3 (iii)	CM Consultant shall schedule and conduct final completion inspection.	0	6	6	0	12
A	Task 7.1 Record Drawings					
7.1 (i)	Review Contractor's red-line drawing set through the construction efforts.		3			3
7.1 (ii)	Consultant shall transfer red-line comments to City's construction plans. Consultant shall provide landscape architect stamp on cover sheet. (No cad work is included in this scope).		1	5		6
7.1 (iv)	Consultant shall deliver record drawings to the City. Submittal shall include full size copy of each sheet and digital copies(PDF) of each sheet. (No cad work is included in this scope).			3		3
	Grand Total Hours:	16	78	50	18	162



HELPING BUILD THE SOUTHWEST SINCE 1996

Arizona
California
Nevada
New Mexico
Texas
Utah

January 11, 2022

Keith L. Drunasky, PE
Senior Project Manager/Ambassador
RPA
1001 North Central Avenue, Suite 900
Phoenix, AZ 85004
623.910.9112

Email: kdrunasky@rpaeng.com

Re: Chandler Heights Road Improvements Scope and Fee
(McQueen Road to Gilbert Road)
Project No. ST1614.401 - Federal No. CHN-0(240)D - ADOT No. T009901C
CEI Project No: 01220001.00

Dear Mr. Drunasky:

Consultant Engineering Inc. (CEI) is pleased to be part of your Construction Management team with the City of Chandler for ST1614.401 Chandler Heights Road CM: McQueen to Gilbert. We kindly submit our work scope and fee proposal for your review and consideration.

WORK SCOPE:

CM CONSULTANT/CEI shall provide administrative support to City staff for federal reporting requirements. CM CONSULTANT assumes 20 hours per week. Administrative support services shall include but not limited to:

- Review contractors' certified payrolls in LCP tracker for labor compliance with Davis-Bacon and Related Act, including researching possible violations, and working with contractor to resolve a reporting dispute
- Maintain certified payroll and employee interview tracking logs
- Verify the inspectors' employee interviews with the certified payroll for labor compliance
- Review the monthly DBE reporting in the LPA DBE System (B2Gnow) for the contractor verify and maintain contractor subcontracts

FEE PROPOSAL:

Enclosed please find our cost proposal. The proposal is based on the above-mentioned scope of work at 40 hours/week effort.

We appreciate the opportunity to assist RPA in the construction management of this project. If you have any questions please feel free to contact me at 480.258.4829 or mosman@cei-az.com. CEI looks forward to working with you and the City of Chandler on this work assignment.

Sincerely,

CONSULTANT ENGINEERING, INC.

Maher N. Osman, P.E.
Executive Vice President

Attachments: CEI Fee Schedule
cc: Contract Administration (CEI #01220001.00)



CONSTRUCTION MANAGEMENT ASSISTANCE TRAFFIC ENGINEERING SCOPE OF WORK

Chandler Heights Road Improvements (McQueen Rd to Gilbert Rd)

Lee Engineering (LEE) will serve as a subconsultant to Ritoch-Powell and Associates (RPA) for the traffic engineering components of the Construction Management services being provided for the project to provide improvements on Chandler Heights Road (McQueen Rd to Gilbert Rd), based on design plans by others. This project uses Federal funds.

The Chandler Heights Road project will provide at least four thru lanes, turn lanes, bike lanes, raised landscaped median, curb, gutter, and sidewalk, including ADA upgrades, traffic signals, LED street light, storm drainage, irrigation, wet utilities, including rehabilitation, and dry utilities, including extension of fiber. Anticipated traffic engineering elements include signing and pavement markings, traffic signals, signal interconnect and street lighting.

The general scope of effort for Lee Engineering will be to review equipment submittals, address field issues & adjustments, generally related to field conditions. Lee Engineering will not provide or be responsible for daily inspection services, but will conduct field visits and participate in issue resolutions upon request by RPA, as described in the following Scope of Work. The original designers will remain in the process to conduct any necessary plan revisions caused by any such issues mitigation.

Scope of Work:

1. PRE-CONSTRUCTION ASSISTANCE

1.1 MEETINGS

1.1.1 Preconstruction Meetings

1.1.1.1 LEE will attend a virtual the Preconstruction Meeting.

2. CONSTRUCTION MANAGEMENT

2.1 Weekly Construction Meetings

2.1.1 LEE will not be required to attend any weekly construction meetings.

2.2 Requests for Information (RFI's)

2.2.1 LEE will review, evaluate, and respond to up to six (6) Contractor Requests for Information (RFI's). LEE assumes a total of two RFIs will require field visits, in

Chandler.

2.3 Shop Drawing Submittals

- 2.3.1 LEE will review, evaluate, and respond to Contractor shop drawing submittals. LEE assumes a maximum of four (4) submittals.

2.4 Field Directives (FD's)

- 2.4.1 LEE will provide RPA input for the preparation of any Field Directive (FD) documents detailing requested additional work tasks associated with any traffic engineering elements, review and evaluate Contractor FD responses and provide recommendations to RPA to be formalized by RPA. LEE assumes a maximum of two (2) FD's.

3. CONSTRUCTION INSPECTION

3.1 Inspection Services

- 3.1.1 Upon request and direction by RPA, LEE participate in a pre-Substantial Completion construction inspection of traffic engineering elements to verify materials and installations conform to construction documents.

3.2 Project Closeout

- 3.2.1 LEE will provide input for a substantial completion punch list generated from substantial completion inspection.

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.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

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**CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
CHANDLER HEIGHTS ROAD (McQUEEN RD TO GILBERT RD)**

PROJECT TASKS**1. PRE-CONSTRUCTION ASSISTANCE****A. Task 1.1 Preconstruction Assistance**

- i. Consultant will attend the pre-construction meeting. Consultant will coordinate with Ritoch-Powell, City, and Contractor before and after the meeting.
- ii. Consultant will attend the pre-construction public meeting. Consultant will coordinate with the Public Outreach Consultant before and after the meeting.
- iii. Consultant will attend one (1) coordination meeting with the Public Outreach Consultant to review improvements and properties requiring specific outreach efforts.
- iv. Consultant will perform a review of all construction documents for familiarity and for general conformance with City requirements.

2. CONSTRUCTION MANAGEMENT**A. Task 2.1 Weekly Construction Meetings**

- i. Consultant will conduct weekly construction meetings. Consultant assumes eighty (80) weekly meetings will be held.

B. Task 2.2 CPM Schedule

- i. Consultant will review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
- ii. Consultant will 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 eighteen (18) reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

- i. Consultant will review, evaluate, and respond to Contractor Requests for Information (RFI's). Consultant assumes a maximum of seventy-five (75) RFI responses. Any orders authorizing variations from the Contract Documents will be made only by Client.

D. Task 2.4 Shop Drawing Submittals

- i. Consultant will review, evaluate, and respond to Contractor shop drawing submittals. Consultant assumes a maximum of forty-five (45) reviews. Consultant will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

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E. Task 2.5 Requests for Proposal (RFP)

- i. Consultant will prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations. Consultant assumes a maximum of twenty (20) RFPs.
- ii. Consultant will review Contractor Time and Materials (T&M) cost submittals and provide recommendations for approval. Consultant assumes a maximum of twenty (20) T&Ms, with two (2) reviews each.

F. Task 2.6 Field Directives (FD's)

- i. Consultant will prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations. Consultant assumes a maximum of seventy-five (75) FD's.

G. Task 2.7 Contractor Payment Applications

- i. Consultant will review and evaluate Contractor monthly payment applications and make recommendation for payment; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of eighteen (18) payment applications, with two (2) reviews each. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

H. Task 2.8 Public Outreach

- i. Consultant will coordinate with City and Ritoch-Powell for public outreach services.

3. CONSTRUCTION ADMINISTRATION (NOT USED)

4. CONSTRUCTION OBSERVATION

A. Task 4.1 Observation Services

- i. Consultant will provide supplemental construction observation and site visits to review construction progress and construction issues. Consultant assumes two (2) site visits per week for three (3) hours per visit for eighty (80) weeks. Consultant will make these visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work

B. Task 4.2 Project Closeout

- i. Consultant will review 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.

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

5. UTILITY COORDINATION

A. Task 5.1 Utility Coordination

- i. Consultant will coordinate with utility representatives to schedule new service connections and necessary relocations, including but not limited to SRP and RWCD.

6. MATERIALS TESTING

A. Task 6.1 Quality Control (QC) Test Program

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

B. Task 6.2 Quality Assurance (QA) Test Program

- i. Consultant will review the materials Quality Assurance plan per City, MAG, and ADOT requirements. QA plan will be reviewed and approved by ADOT prior to initiating construction activities. QA testing, material certification, and cover letter will be reviewed and approved by ADOT after all testing has been completed.
- ii. Consultant will review QA testing is consistent with Contractor's QC testing results.

C. Task 6.3 Material Certifications

- i. Consultant will review and verify material certifications are met including "Buy America" requirements.

D. Task 6.4 Independent Assurance (IA) Test Program

- i. Consultant will review QA testing is consistent with Contractor's QC testing results.

7. RECORD DRAWINGS

A. Task 7.1 Record Drawings

- i. Review and monitor Contractor's weekly updates on red-line drawing set.
- ii. Review Record drawings prepared by Contractor and Design Team.

8. PROJECT MANAGEMENT

A. Task 8.1 Project Monitoring

- i. Consultant will prepare regular monthly progress reports
- ii. Consultant will perform regular budget monitoring
- iii. Pay applications will be submitted monthly. Invoices will be broken down to the same level of detail as the attached fee schedule.

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ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The following items are excluded from this scope of work:
 - a. Special Inspections
 - b. Aerial Mapping and photography
 - c. Environmental Investigation
 - d. Potholing and survey for potholing
 - e. Private and public utility relocation design
 - f. Drainage analysis or design
 - g. Pavement design
 - h. Federal compliance administration support
 - i. GIS survey or data processing
 - j. Traffic Control review and approval
3. The Owner's Allowance will only be utilized with prior written approval from the City representative.
4. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items will be billed at cost and backup will be provided with pay applications.
5. Kimley-Horn's understanding is that Kimley-Horn will provide Resident Engineer services and oversight for each of the tasks mentioned in this scope. Detailed reviews, logs, and minutes will be completed by Ritoch-Powell.
6. Consultant will not supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by the Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws.
7. Consultant does not guarantee the performance of any Contractor and has no responsibility for the Contractor's failure to perform its work in accordance with the Contract Documents.

EXHIBIT "B"
COMPENSATION AND FEES



COST PROPOSAL SUMMARY

PROJECT NAME:	Chandler Heights Improvments (McQueen Road to Gilber Road)
PROJECT NO.:	ST1614.451
FEDERAL PROJECT NO.:	CHN-0(240)D
TRACS NO.:	T009901C

CLASSIFICATION	CONTRACT LABOR			LABOR COSTS
	MAN HOURS	HOURLY RATES		
Project Manager	0	\$ 68.97	\$	-
Project Manager	103	\$ 68.97	\$	7,103.91
Engineer, Sr/Construction Manager	1,159	\$ 63.51	\$	73,611.21
Project Engineer	96	\$ 43.50	\$	4,176.00
Designer - Sr.	2,480	\$ 33.02	\$	81,889.60
Inspector	5,639	\$ 42.07	\$	237,232.73
Registered Land Surveyor	0	\$ 39.65	\$	-
Survey Tech/Operator 2	0	\$ 20.37	\$	-
2-Person Survey Crew	0	\$ 49.50	\$	-
Project Coordinator	508	\$ 33.09	\$	16,809.72
	0	\$ -	\$	-
	0	\$ -	\$	-
TOTAL DIRECT LABOR			\$	420,823.17
Overhead Rate	178.04%	OVERHEAD	\$	749,233.56
Fixed Capital Cost of Money (FCCM)	0.00%	FCCM	\$	-
Fixed Fee	10%	FEE	\$	117,005.67
SUBTOTAL CONTRACT LABOR			\$	1,287,062.40

Subtotal Contract Labor	\$	1,287,062.40
Subtotal Direct and Outside Expenses	\$	1,944.00
Subtotal Subconsultants	\$	966,144.16
Total Contract Fee	\$	2,255,150.56

Subtotal Allowances \$ 96,000.00

Total Contract Fee & Allowances \$ 2,351,150.56

DIRECT AND OUTSIDE EXPENSES				
DESCRIPTION	UNIT	UNIT RATE	QUANTITY	TOTAL
1 Personal Vehicle Mileage	Miles	\$ 0.54	3600	\$ 1,944.00
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	\$ 1.44		\$ -
Mylar Large Format	Each	\$ 12.14		\$ -
Exhibits	Each	\$ 250.00		\$ -
Deliveries/Postage	Each	\$ 50.00		\$ -
SUBTOTAL DIRECT AND OUTSIDE EXPENSES				\$ 1,944.00

SUBCONSULTANTS FEE		
SUBCONSULTANT	TASK	FEE
1 ATEK	QA Testing	\$ 211,484.00
2 RAMM	IA Testing	\$ 15,580.00
3 J2	Landscape / Irrigation	\$ 17,940.00
4 Makpro	Public Outreach	\$ 45,000.00
5 CEI	Federal Admin Assist	\$ 293,760.00
6 Lee	Traffic	\$ 8,306.00
7 Kimley Horn	Resident Engineer	\$ 374,074.16
8		\$ -
9		\$ -
10		\$ -
SUBTOTAL SUBCONSULTANTS FEE		\$ 966,144.16

ALLOWANCES		
CONSULTANT/EXPENSES	TASK	FEE
1 PROCORE	Software Lease (1 year)	\$ 46,000.00
2 Additional Services		\$ 50,000.00
3		\$ -
4		\$ -
5		\$ -
SUBTOTAL ALLOWANCES		\$ 96,000.00

CONTRACT TERMS		
PAYMENT METHOD	LUMP SUM	2018 Fed Fund Audit ALCP
CONTRACT DURATION	TIME AND MATERIALS (CALENDAR DAYS)	(RPA RATE TABLE NAME)
PROCUREMENT METHOD	SOLICITATION / DIRECT SELECT	
	ON-CALL TASK ORDER	N/A
		(ON-CALL CONTRACT NO.)

Signature

Date



DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	Project Manager	Project Manager	Engineer, Sr/Construction Manager	Project Engineer	Designer - Sr.	Inspector	Registered Land Surveyor	Survey Tech/Operator 2	2-Person Survey Crew	Project Coordinator			Total Hours By Task	Total Cost By Task
		Hourly Rate	\$ 68.97	\$ 68.97	\$ 63.51	\$ 43.50	\$ 33.02	\$ 42.07	\$ 39.65	\$ 20.37	\$ 49.50	\$ 33.09	\$ -	\$ -		
1	PRE-CONSTRUCTION ASSISTANCE															
1.1	Pre-Construction Assistance														0	\$0.00
i	Pre-Construction Meeting				4		4	4				4			16	\$686.77
ii	Pre-Construction Public Meeting				6		6	6							18	\$831.62
iii	Public Outreach Coordination Meeting				4		6	4							14	\$620.45
	SUBTOTAL PRE-CONSTRUCTION ASSISTANCE		0	0	14	0	16	14	0	0	0	4	0	0	48	\$2,138.84
2	CONSTRUCTION MANAGEMENT															
2.1	Weekly Construction Meetings														0	\$0.00
i	Conduct Weekly Construction Meetings			60	150		200								410	\$20,269.10
ii	Prepare Agenda and Minutes				40		160					120			320	\$11,794.51
2.2	CPM Schedule														0	\$0.00
i	Review Baseline CPM schedule				10		12								22	\$1,031.37
ii	Review Monthly CPM Schedule Updates				160										160	\$10,162.03
2.3	Requests for Information (RFI's)														0	\$0.00
i	Review and Respond to RFI's				40		120								160	\$6,502.91
ii	Prepare and Maintain RFI Log						80								80	\$2,641.60
2.4	Shop Drawing Submittals														0	\$0.00
i	Review Shop Drawing Submittals				23		90								113	\$4,432.59
ii	Prepare and Maintain Shop Drawing Log						45								45	\$1,485.90
2.5	RFPs, T&Ms & FDs														0	\$0.00
i	Prepare & review RFP Documents				30		60								90	\$3,886.58
ii	Review Contractor T&M Submittals				20		60								80	\$3,251.45
iii	Prepare & review FDs				38		150								188	\$7,366.48
iv	Prepare and Maintain RFP, T&M, FD & AUR Logs						160								160	\$5,283.20
2.6	Contractor Payment Applications														0	\$0.00
i	Review Monthly Payment Applications				36		80								116	\$4,928.06
ii	Maintain Weekly Record of Pay Qtrs						40								40	\$1,320.80
iii	Coordinate with City Qtr Report						26								26	\$858.52
2.7	Public Outreach														0	\$0.00
i	Public Outreach Assistance															
ii	Public Outreach Services				64		56	128							248	\$11,298.89
	SUBTOTAL CONSTRUCTION MANAGEMENT		0	60	611	0	1,339	128	0	0	0	120	0	0	2,258	\$96,513.99
3	CONSTRUCTION ADMINISTRATION															
3.1	Federal Compliance Administration											36			36	\$1,191.24
3.2	Administrative Support														0	
	SUBTOTAL CONSTRUCTION ADMINISTRATION		0	0	0	0	0	0	0	0	0	36	0	0	36	\$1,191.24
4	CONSTRUCTION INSPECTION															
4.1	Inspection Services														0	\$0.00
i	Weekly Construction Inspection				213		425	4,960							5,598	\$236,228.90
ii	Prepare Daily Inspection Reports							128							128	\$5,384.96
iii	Perform Erosion Control Inspection							255							255	\$10,727.85
4.2	Landscape / Irrig Inspection Services														0	\$0.00
i	Observe Irrig System Layout and Install														0	\$0.00
ii	Observe Irrig System Pressure Tests														0	\$0.00
iii	Attend Nursery Visit to Tag Plant Material														0	\$0.00
4.3	Project Closeout														0	\$0.00
i	Conduct Substantial Complete Inspection				12		12	12							36	\$1,663.23
ii	Prepare Substantial Punch List						12	12							24	\$901.08
iii	Conduct Final Complete Inspection							8							8	\$336.56
iv	Substantial and Final Complete Certificates				6		6	2				8			22	\$928.06
	SUBTOTAL CONSTRUCTION INSPECTION		0	0	231	0	455	5,377	0	0	0	8	0	0	6,071	\$256,170.64
5	UTILITY COORDINATION															
5.1	Utility Coordination														0	\$0.00
i	Coordinate New Services and Relocates					48	32								80	\$3,144.64
ii	MCESD AOC Application				1	4	8					2			15	\$567.85



DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	Project Manager	Project Manager	Engineer, Sr/Construction Manager	Project Engineer	Designer - Sr.	Inspector	Registered Land Surveyor	Survey Tech/Operator 2	2-Person Survey Crew	Project Coordinator			Total Hours By Task	Total Cost By Task
		Hourly Rate	\$ 68.97	\$ 68.97	\$ 63.51	\$ 43.50	\$ 33.02	\$ 42.07	\$ 39.65	\$ 20.37	\$ 49.50	\$ 33.09	\$ -	\$ -		
SUBTOTAL UTILITY COORDINATION			0	0	1	52	40	0	0	0	0	2	0	0	95	\$3,712.49
6	MATERIALS TESTING AND QUALITY ASSURANCE															
6.1	QC Test Program														0	\$0.00
i	Review QC Test Type and Frequency			2		6									8	\$325.15
ii	Review QC Test Schedule			1	4	4									9	\$369.59
iii	Review Weekly Results for Conformance				40	80									120	\$4,381.60
6.2	QA Test Program														0	\$0.00
i	Prepare and Maintain Material QA Plan			6		40									46	\$1,701.88
ii	Coordinate IA Testing and Sampling			20		20									40	\$1,930.65
iii	Coordinate QA Testing and Sampling														0	
iv	Complete Subgrade, AB, AC Testing			SERVICES TO BE PROVIDED BY ATEK											0	\$0.00
v	Complete Concrete Testing														0	\$0.00
vi	Complete Utility Backfill Testing														0	\$0.00
6.3	Material Certifications														0	\$0.00
i	Review and Verify Material Certifications			20		200									220	\$7,874.25
ii	Prepare and Maintain Material Cert Log					80									80	\$2,641.60
6.4	IA Test Program														0	\$0.00
i	3rd Party IA Testing			SERVICES TO BE PROVIDED BY RAMM											0	
SUBTOTAL MATERIALS TESTING AND QUALITY ASSURANCE			0	0	49	44	430	0	0	0	0	0	0	0	523	\$19,224.72
7	RECORD DRAWINGS															
7.1	Record Drawings														0	\$0.00
i	Review and Monitor Contractor Redlines			40		200	120								360	\$14,192.91
SUBTOTAL RECORD DRAWINGS			0	0	40	0	200	120	0	0	0	0	0	0	360	\$14,192.91
8	PROJECT MANAGEMENT															
8.1	Project Monitoring		21	85								170			277	\$12,541.22
8.2	Manage Sub-Consultants		21	128								168			317	\$15,137.11
SUBTOTAL PROJECT MANAGEMENT			0	43	213	0	0	0	0	0	0	338	0	0	594	\$27,678.33
Total Hours			0	103	1,159	96	2,480	5,639	0	0	0	508	0	0	9,985	
Total Dollars			\$ -	\$ 7,103.91	\$ 73,611.21	\$ 4,176.00	\$ 81,889.60	\$ 237,232.73	\$ -	\$ -	\$ -	\$ 16,809.72	\$ -	\$ -		\$ 420,823.17

Fee Estimate for Chandler Heights Rd McQueen Rd to Gilbert Rd

Professional Services	Estimated Units	Unit Rate	Service Fee
<i>Field Density Testing-Site Utilities & Pavement Areas</i>			
Project Technician	950 hours @	\$58.00 /hour	\$55,100.00
Standard Proctor	24 tests @	\$115.00 /test	\$2,760.00
Sieve Analysis	24 tests @	\$72.00 /test	\$1,728.00
One Dimensional Expansion-Remolded	8 tests @	\$112.00 /test	\$896.00
Atterberg Limits (PI) (Dry)	8 tests @	\$70.00 /test	\$560.00
Atterberg Limits (PI) (Wet)	16 tests @	\$145.00 /test	\$2,320.00
Fractured Coarse Aggregate Particles	4 tests @	\$88.00 /test	\$352.00
Vehicle Mileage	3300 miles @	\$0.58 /mile	\$1,897.50
		Subtotal	\$65,613.50
<i>Concrete Services-Site Work</i>			
Project Technician	300 hours @	\$58.00 /hour	\$17,400.00
Concrete Comp. Strength (60 sets of 4)	240 tests @	\$19.00 /test	\$4,560.00
Vehicle Mileage	1800 miles @	\$0.58 /mile	\$1,035.00
		Subtotal	\$22,995.00
<i>Asphalt Services</i>			
Project Technician	360 hours @	\$58.00 /hour	\$20,880.00
Max.Theoretical Specific Gravity (Rice)	45 tests @	\$175.00 /test	\$7,875.00
Gyratory Bulk Density (Specific Gravity)	45 tests @	\$170.00 /test	\$7,650.00
Ignition & Gradation of Bituminous	45 tests @	\$190.00 /test	\$8,550.00
Ignition Oven Calibration Facor	8 tests @	\$565.00 /test	\$4,520.00
AC Unit Weight & Thickness (Per Core)	201 tests @	\$30.00 /test	\$6,030.00
Sand Equivalent	10 tests @	\$83.00 /test	\$830.00
Fractured Coarse Aggregate Particles	10 tests @	\$88.00 /test	\$880.00
Uncompacted Voids	10 tests @	\$99.00 /test	\$990.00
Percent Carbonates	4 tests @	\$132.00 /test	\$528.00
Vehicle Mileage	1500 miles @	\$0.58 /mile	\$862.50
		Subtotal	\$59,595.50
		Estimate for Site Work Services	\$148,204.00
<i>Project Management & Coordination Services</i>			
<i>Project Management/Coordination Services</i>			
Project Manager	350 hours @	\$95.00 /hour	\$33,250.00
Project Coordinator	270 hours @	\$50.00 /hour	\$13,500.00
Project Engineer	144 hours @	\$110.00 /hour	\$15,840.00
Vehicle Mileage	1200 miles @	\$0.58 /mile	\$690.00
		Subtotal	\$63,280.00
		Project Total Estimate	\$211,484.00

DERIVATION OF COST PROPOSAL: CONSTRUCTION MANAGEMENT SERVICES
Chandler Heights Road Improvements: McQueen Rd. to Gilbert Rd.
City of Chandler

Prepared for RPA by J2 Engineering and Environmental Design, LLC

Classification	Man Hours	Current Rates	Total (rounded to nearest whole dollar)
Senior Project Landscape Architect	16	\$184.28	\$2,948.00
Project Landscape Architect	78	\$126.53	\$9,869.00
Landscape Designer	50	\$75.88	\$3,794.00
Administrative Staff	18	\$73.85	\$1,329.00

Total Hours 162 Total Fee \$17,940.00

Total Labor, Overhead, and Profit: \$17,940

Estimated Direct Expenses	Estimated Expenses	Total
Printing, Reproduction, Reprographics, Supplies Etc.	* None: Included in Overhead *	\$0.00

\$0.00

Subconsultants:
(None)

\$0.00

Total Outside Services:
Subtotal Cost J2

\$0.00
\$17,940.00

Total J2 Cost: \$17,940.00

J2 Engineering and Environmental Design LLC



1/17/2022

Jeff Velasquez PLA, ASLA
Vice President,
Principal Landscape Architect

**City of Chandler
Chandler Heights Road Improvements
(McQueen Road to Gilbert Road)
Project No. ST1614.401
Federal No. CHN-0(240)D
ADOT No. T009901C**

Title	Hourly Billing Rate	Total Hours 40 hours per week X 72 weeks)	Total Cost
Federal Compliance Administrative Support	\$102.00	2,880	\$293,760



Construction Mgmnt Assistance - Traffic Engineering

Chandler Heights Road (McQueen Rd to Gilbert Rd)

1/7/2022

TASKS:	Dave Bruggeman	Clerical	TOTAL HOURS	TOTAL DOLLARS
1. Attend Preconstruction Meeting	2		2	\$165.00
2. Attend Select Construction Meetings (0)				
3. Respond to RFIs (6)	12		12	\$990.00
4. Review Equipment Submittals (4)	8		8	\$660.00
5. Provide Input to FDs (2)	4		4	\$330.00
6. Punch List Inspection & Input	4		4	\$330.00
TOTAL HOURS:	30		30	
Hourly Rate:	\$82.50			
TOTAL DOLLARS:	\$2,475.00			\$2,475.00
				\$4,988.12
		Overhead at 201.54%		\$7,463.12
		Subtotal:		\$746.31
		Fee @ 10%:		\$8,209.43
		Subtotal:		
Direct Expenses:				
Mileage @ \$ 0.575/Mile				\$96.60
			TOTAL:	\$8,306

NOTES:

1. Hourly rate taken from ADOT Contract No. 2018-006.08, Project Development On-Call.



Project Name

Chandler Heights Road Construction Management

7740 N. 16th Street
Suite 300
Phoenix, AZ 85020
602.944.5500

1/13/2022

CONTRACT LABOR			
<u>Classification</u>	<u>Man Hours</u>	<u>Billable Rates</u>	<u>Labor Costs</u>
Sr Project Manager/Professional II	0	\$ 64.77	\$ -
Senior Professional I	1,871	\$ 60.15	\$ 112,540.65
Professional	0	\$ 53.98	\$ -
Analyst	0	\$ 43.18	\$ -
Designer	0	\$ 38.55	\$ -
Administrative	40	\$ 24.67	\$ 986.80
		Total Direct Labor	\$ 113,527.45
Overhead Rate	1.94%	Total Labor and Overhead	\$ 220,765.48
Fixed Capital Cost of Money	0.31%	Fixed Capital Cost of Money	\$ 351.94
Fixed Fee	10%	Net Fee (Subtotal x 10% Fixed Fee)	\$ 33,429.29
		Subtotal Contract Labor	\$ 368,074.16

DIRECT AND OUTSIDE EXPENSES	
<u>General Expenses</u>	\$ 6,000.00
Subtotal Direct & Outside Expenses	\$ 6,000.00

TOTALS

Subtotal Contract Labor	\$ 368,074.16
Direct & Outside Expenses	\$ 6,000.00
Total Contract Fee	\$ 374,074.16

Detail of Consultant's Compensation
Chandler Heights Road Construction Management
January 13th, 2022



		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.
TASK DESCRIPTION	SUBTOTAL	\$ 64.77	\$ 60.15	\$ 53.98	\$ 43.18	\$ 38.55	\$ 24.67
1 - PRE-CONSTRUCTION ASSISTANCE	\$ 4,331	-	72	-	-	-	-
1.1.1 Preconstruction Meeting	\$ 361		6				
1.1.2 Preconstruction Public Meeting	\$ 361		6				
1.1.3 Public Outreach Coordination Meeting	\$ 361		6				
1.1.4 Construction Document Review	\$ 3,248		54				
2 - CONSTRUCTION MANAGEMENT	\$ 58,586	-	974	-	-	-	-
2.1 Weekly Construction Meetings	\$ 16,842		280				
2.2 CPM Schedule	\$ 3,248		54				
2.3 Requests for Information (RFI)	\$ 6,917		115				
2.4 Shop Drawing Submittals	\$ 2,707		45				
2.5.1 Requests for Proposal (RFP)	\$ 3,609		60				
2.5.2 Time & Materials (T&M)	\$ 3,008		50				
2.6 Field Directives (FD)	\$ 11,429		190				
2.7 Contractor Payment Applications	\$ 4,331		72				
2.8 Public Outreach	\$ 6,496		108				
3 - CONSTRUCTION ADMINISTRATION (NOT USED)	\$ -	-	-	-	-	-	-
4 - CONSTRUCTION OBSERVATION	\$ 31,278	-	520	-	-	-	-
4.1 Observation Services	\$ 28,872		480				
4.2 Project Closeout	\$ 2,406		40				
5 - UTILITY COORDINATION	\$ 6,496	-	108	-	-	-	-
5.1 Utility Coordination	\$ 6,496		108				
6 - MATERIALS TESTING	\$ 7,038	-	117	-	-	-	-
6.1 Quality Control (QC) Test Program	\$ 1,805		30				
6.2 Quality Assurance (QA) Test Program	\$ 902		15				
6.3 Material Certifications	\$ 3,850		64				
6.4 Independent Assurance (QA) Test Program	\$ 481		8				
7 - RECORD DRAWINGS	\$ 2,406	-	40	-	-	-	-
7.1 Record Drawings	\$ 2,406		40				
8 - Project Management	\$ 3,393	-	40	-	-	-	40
8.1 Project Management and Project Monitoring	\$ 3,393		40				40
SUBTOTAL DIRECT LABOR	\$ 113,527	0	1,871	0	0	0	40

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 contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

3. Additional Policy Provisions Required.

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

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

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

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

- 3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

EXHIBIT "E"
FEDERAL REQUIREMENTS

FEDERAL REQUIREMENTS
AND
DOCUMENTS / FORMS
FOR
SOQ - PROFESSIONAL SERVICES
DBE Goal 0% – Race Neutral

This is a federal funded contract with Federal Highway Administration (FHWA)
and must comply with all related federal requirements.

FEDERAL DOCUMENTS

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1.0

CONSULTANT REQUIREMENTS

FOR SOQ SUBMITTAL

(2 Pages)

1.0 CONSULTANT REQUIREMENTS FOR SOQ SUBMITTAL

This contract is a federal funded contract with Federal Highway Administration (FHWA) and must comply with all related federal requirements.

1.1 REQUIRED LICENSURE AND REGISTRATION

SOQs will be accepted from any prime Consultant prequalified through the Arizona Department of Transportation (ADOT) Engineering Consultants Section (ECS) and properly registered with the Arizona Board of Technical Registration (BTR) at the time the SOQ is submitted to the City. This contract does require a Principal or Officer of the Firm responsible for this contract that is properly registered with the BTR at the time of SOQ submittal. It is the prime Consultant's responsibility to verify that all Subconsultants, in the SOQ submittal, have the proper Arizona licenses and registrations, and DBE certification if applicable, for the services to be performed under this contract.

1.2 PRE-QUALIFICATION

In order to submit an SOQ, the prime Consultant must have on file with ADOT ECS a current Prequalification Application/Statement. Subconsultants are not required by ADOT ECS or the City to be prequalified, but are encouraged to do so. ADOT ECS currently prequalifies firms on a bi-annual basis. Further information regarding the prequalification process can be found at the following ADOT ECS website:

<https://www.azdot.gov/business/engineering-consultants/consultant-prequalification>

Obtaining prequalification does not mean the firm is under contract or entitled to receive a contract. Obtaining prequalification means the firm has met minimum requirements to submit qualifications to be considered/evaluated for this project.

The City will review prequalification status with ADOT ECS at the time of SOQ due date. If the firm is not prequalified on the SOQ submittal date, the SOQ will be rejected.

1.3 AUDIT & ANALYSIS REQUIREMENTS

Within two (2) weeks after receiving notice of selection, the selected prime Consultant(s) and its Subconsultant(s) must submit financial documentation to ADOT Office of Audit & Analysis (A&A). If the selected prime Consultant(s) and its Subconsultant(s) have recently submitted their most current financial documents to ADOT A&A, contact ADOT A&A at (602) 712-7042 to inquire if you need to resubmit financial documents. Additionally, the selected prime Consultant(s) and its Subconsultant(s) are required to comply with ADOT Consultant Audit Guidelines.

To review the ADOT Consultant Audit Guidelines, use the following link:

<http://www.azdot.gov/docs/default-source/ecs/consultant-audit-guidelines.pdf>

To review the ADOT Consultant Audit Criteria (Information Bulletins 08-03 & 09-04), use the following links:

<http://www.azdot.gov/docs/businesslibraries/08-03.pdf>

<http://www.azdot.gov/docs/businesslibraries/09-04.pdf>

Prime Consultants and its Subconsultants that propose on an overhead basis must have their Schedule of Indirect Costs and Financial Statements available for review by ADOT A&A **within six (6) months of the completion of the Consultant's preceding fiscal year-end (FYE)**. For example, a Consultant with December 31, 2013, FYE must have the required information available **no later than June 30, 2014**. **Noncompliance with this requirement will be considered failed negotiations unless waived in writing by the State.**

The items outlined above represent the information needed to begin the audit review process. Additional information and supporting documentation may be requested. Failure to comply with audit requirements

within the established timeframes may be considered failed negotiations. Questions regarding ADOT's audit requirements or related information must be directed to ADOT A&A at (602) 712-7042.

The Consultant understands that a compliant accounting system is required in accordance with Generally Accepted Accounting Principles (GAAP), Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR)-Part 31, applicable Cost Accounting Standards (CAS), and ADOT Advance Agreement Guideline.

1.4 STATE OF ARIZONA LOCAL OFFICE REQUIREMENTS

All selected prime Consultant(s) must establish a local office in the State of Arizona prior to the contract Notice to Proceed (NTP) date if a local office does not already exist.

1.5 NOT ALLOWED IN SOQ SUBITTAL

Inclusion of cost, work-hour, and plan-sheet estimates are not allowed in the SOQ.

After contract award, a firm may request a debriefing with the City's Project Manager.

2.0

SOQ PROPOSAL CERTIFICATION FORM



CITY OF CHANDLER
SOQ PROPOSAL CERTIFICATION FORM

CONSULTANT NAME: RITTOCH-POWELL & Associates

PROJECT NAME	Chandler Heights Improvements (McQueen Road to Gilbert Road) CM				
CITY PROJECT NO	ST1614.451	FEDERAL NO	CHN-0(240)D	ADOT NO	T009901C

The statements below are to ensure Consultants are aware and in agreement with Federal, State, and City of Chandler Guidelines related to the award of this contract. Consultants shall submit the specific Certification form attached to the related SOQ advertised. Failure to sign and submit this Certification Form as specified in this SOQ with the SOQ proposal will result in the SOQ proposal being rejected.

Submission of the SOQ by the Consultant certifies that to the best of its knowledge:

1. The Consultant and its subconsultant have not engaged in collusion with respect to the contract under consideration.
2. The Consultant, its principals and subconsultants have not been suspended or debarred from doing business with any government entity.
3. The Consultant shall have the proper Arizona licenses(s) and registration(s) for services to be performed under this SOQ and contract. Furthermore, the Consultant and Key Team Members including Subconsultants are currently licensed to provide the required services as requested in the SOQ package.
4. The Consultant's signature on any SOQ proposal or contract constitutes an authorization to the City to ascertain the eligibility of the Consultant, its principals and subconsultants to enter into contract with the City and with any other governmental agency.
5. The Consultant's Project Team members are employed by the Consultant on the date of submittal.
6. All information and statements written in the proposal are true and accurate and that the City reserves the right to investigate, as deemed appropriate, to verify information contained in proposals.
7. All members of the Project Team who are former City employees did not have or provide information that gives the Consultant a competitive advantage, and either (1) concluded their employment with City at least 12 months before the date of the SOQ or (2) have not made any material decisions about this project while employed by the City of Chandler.
8. Work, equating at least 51% of the contract value, shall be completed by the Consultant unless otherwise specified in the SOQ or contract.
9. No federally appropriated funds have been paid or shall be paid by or on behalf of the Consultant for the purpose of lobbying.
10. The Consultant understands that it is required to have a compliant accounting system, in accordance with Generally Accepted Accounting Principles (GAAP), Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR)-Part 31, applicable Cost Accounting Standards (CAS), and ADOT Advance Agreement Guideline.

11. Due to the project having federal aid funds, the Consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full and fair opportunity to submit proposals/bids in response to this invitation and shall not be discriminated against on the grounds of race, color, or national origin in consideration for an award, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation.
12. The Consultant shall utilize all Project Team members, subconsultants and DBE firms, if applicable, submitted in the SOQ and shall not add other Project Team members or subconsultants, unless the Consultant has received prior written approval from the City. Furthermore, Consultant understands that each Subconsultant must be approved through a City of Chandler approval process.
13. The Consultant shall either meet its DBE goal commitment and any other DBE commitments or make Good Faith Efforts to meet the DBE goal commitments as stated in its SOQ proposal or Cost Proposal and shall report on a timely basis its DBE utilization as detailed in the contract.
14. If selected, the Consultant is committed to satisfactorily carry out the Consultant's commitments as detailed in the contract and its SOQ proposal.

I hereby certify that I have read and agree to adhere to the fourteen (14) statements above and/or that the statements are true to the best of my knowledge as a condition of award of this contract. This form must be signed by a Principal of the Consultant.

Name (Print): Karl Obergh

Title: CEO

Name (Signature): 

Date: October 20, 2021

3.0

LOBBY CERTIFICATION FORM

(SUBMIT WITH SOQ)

(1 Page Form, 1 Page Instructions)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:	
Congressional District, if known: 4c		
6. Federal Department/Agency:		
NIA		
_____ if applicable: _____		
8. Federal Award Amount:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: Karl Obergh Title: CEO Telephone No.: (602) 263-1177 Date: 10/20/2021	
Federal Use Only:		
Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

4.0

PROMPT PAY PROVISION

(5 Pages)

CONSTRUCTION AND PROFESSIONAL SERVICES/DESIGN CONTRACTS PROMPT PAY AND PAYMENT REPORTING PROVISIONS

(09/20/2016)

MEASUREMENTS AND PAYMENT:

Partial Payments:

If satisfactory progress is being made, the contractor will receive a payment based on the amount of work completed. Progress payments may be made by the LPA/ Subrecipient Procurement Office to the contractor on the basis of an approved estimate of the work performed during a preceding period of time. The progress payments shall be paid on or before 14 days after the estimate of the work is approved. The estimate of the work shall be deemed received by the LPA/Subrecipient Procurement Office on submission to the person designated by the LPA/Subrecipient Procurement Office for the submission, review or approval of the estimate of the work. The LPA/Subrecipient Procurement Office by mutual agreement may make progress payments on contracts of less than 90 days and shall make monthly progress payments on all other contracts. Payment to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract may include payment for material and equipment.

An estimate of the work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the LPA/Subrecipient Procurement Office or Designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the contract. The contractor shall work with the LPA/Subrecipient or the LPA/Subrecipient Designee to finalize monthly estimate. The progress payments shall be paid on or before 14 days after the estimate of the work is certified and approved in accordance with Arizona Revised Statutes Section 34-221.

The contractor shall pay to the contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment the respective amounts allowed the contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no contract for construction services may materially alter the rights of any contractor, subcontractor or material supplier to receive prompt and timely payment.

A subcontractor may notify the LPA/Subrecipient Procurement Office in writing requesting that the subcontractor be notified by the Subrecipient Procurement Office in writing within five days from payment of each progress payment made to the contractor.

Subcontractor Payments:

(1) Retention:

If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the LPA/Subrecipient may retain under the prime contract.

(2) No Set-offs Arising from Other Contracts:

If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

(3) Partial Payment:

The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the LPA/Subrecipient Procurement Office. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(4) Final Payment:

The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(5) Payment Reporting:

For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the LPA DBE System which can be accessed at AZ UTRACS on the Arizona Transportation Business Portal at www.azutracs.com. No later than fifteen calendar days after the preconstruction conference, the contractor shall log into the system and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter the subcontractor information in the LPA DBE System. Reportable contracts information shall be entered into

the system no later than five calendar days after approval by the LPA/Subrecipient Procurement Office.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the last day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the LPA DBE System.

In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract within 15 days of receipt of electronic payment notification and the contractor shall actively monitor the system to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the system between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract payment activity is in the LPA DBE System. This includes all lower-tier Reportable Contracts.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the system.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the LPA/Subrecipient Procurement Office will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(6) Completion of Work:

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the LPA/Subrecipient Procurement Office.

(7) Disputes:

If there is a discrepancy between what is reported by the contractor in the LPA DBE System and what the subcontractor indicates, an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the LPA DBE System. It is the contractor's responsibility to ensure that the email address in the system is kept current.

The contractor shall provide a verifiable explanation of the discrepancy in the LPA DBE System as early as practicable but in no case later than seven days after the date of the alert email.

The LPA/Subrecipient will determine whether the contractor has acted in good faith concerning any such explanations. The LPA/Subrecipient and ADOT BECO reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether prompt payment requirements are met.

The contractor shall implement and use the dispute resolution process outlined in the subcontract or by following the LPA/Subrecipient escalation process, to resolve payment disputes.

(8) Non-compliance:

Failure to make prompt partial payment, or prompt final payment including any retention, within the time frames established above, will result in remedies, as the LPA/Subrecipient Procurement Office deems appropriate, which may include but are not limited to:

- (a) Liquidated Damages:** These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.
 - (i) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.
 - (iii) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as liquidated damages.
- (b) Additional Remedies.** If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one

project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the LPA/Subrecipient Procurement Office may, in addition, invoke the following remedies:

- (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the liquidated damages described in paragraph (a) above,
- (ii) Terminate the contract for default,
- (iii) Disqualify the contractor from future bidding, temporarily or permanently, depending on the number and severity of violations, if applicable.

In determining whether liquidated damages will be assessed, the extent of the liquidated damages, or additional remedies assessed, the LPA/Subrecipient will consider whether there have been other violations on this or other federal-aid contracts, whether the failure to make prompt payment was due to circumstances beyond the contractor's control, and other circumstances. The contractor may, within 15 calendar days of receipt of the decision of the LPA/Subrecipient, escalate the decision according to the contract's escalation process.

5.0

TITLE VI

- TITLE VI ASSURANCE (3 Pages)
- TITLE VI APPENDIX A (1 Page)
- TITLE VI APPENDIX E (1 Page)

Local Public Agency/ MPO or COG
Title VI Assurances

The **City of Chandler** (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *Federal Highway Administration and Arizona Department of Transportation*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation--Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- 23 C.F.R. Part 200 Subchapter C-Civil Rights (Title VI program implementation and related statutes)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurances that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its *Federal Aid Highway Program*.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal Aid Highway Program* and, in adapted form, in all proposals for negotiated agreements regardless of finding source:

*"The **City of Chandler**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to a construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transference for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, The **City of Chandler** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing *Federal Highway Administration or Arizona Department of Transportation* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration or Arizona Department of Transportation*. You must keep records, reports, and submit the material for review upon request to *Federal Highway Administration, Arizona Department of Transportation*, or its designee in timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **City of Chandler** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal Highway Administration and Arizona Department of Transportation*. This ASSURANCE is binding on Arizona, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal Aid Highway Program* the person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Chandler
(Name of Recipient)

By _____

DATED 7/8/21

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 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.*), (prohibits 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);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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 terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

6.0

RECORDS RETENTION

(1 Page)

RECORDS RETENTION
Contractor and Subcontractor Project Records
(Reference to A.R.S.35-214)

The contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with backup data, including electronic data, and all other material relating to the contract and project for five (5) years following completion and acceptance of the work.

All of the above material shall be made available for auditing, inspection, and copying and shall be produced upon request to the Agency.

The City of Chandler – Capital Projects
215 E Buffalo Street, Mail Stop 407
Chandler, Arizona 85225.

The contractor shall insert the above requirement in each subcontract purchase order and lease agreement and shall also include in all subcontracts, a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order, or lease agreement.

7.0

FEDERAL IMMIGRATION

AND

NATIONALITY ACT

(1 Page)

Federal Immigration and Nationality Act
(Reference to Arizona Executive Order 2005-30)

The contractor, including all subcontractors, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract during the duration of the contract. The Agency (City of Chandler) shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

By submission of a bid, the contractor warrants that the contractor and all proposed subcontractors are and shall remain in compliance with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees who perform services on the contract. The Agency may, at its sole discretion, require evidence of compliance from the contractor or subcontractor. Should the Agency request evidence of compliance, the contractor or subcontractor shall have ten (10) working days from receipt of the request to supply adequate information. The Department and Agency (City of Chandler) will accept, as evidence of compliance, a showing by the contractor or subcontractor, that it has followed the employment verification provisions of the Federal Immigration and Nationality Act as set forth in Sections 274A and 274B of that Act, including implementation of regulations and agreements between the Department of Homeland Security and the Social Security Administration's verification service. The contractor shall include the requirements of this provision in all subcontracts for this project.

Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. The Agency will recue the contractor's compensation by \$10,000 for the initial instance of non-compliance by the contractor or a subcontractor. Should the same contractor or subcontractor commit subsequent violations within a two (2) year time period from the initial violation, the contractor's compensation will be reduced by \$50,000 for each violation. The third instance by the same contractor or subcontractor within a two (2) year period may result, in addition to the \$50,000 reduction in compensation, in removal of the offending contractor or subcontractor, suspension of work in whole or in part or, in the case of a third violation by the contractor, termination of the contract for default in addition, the Department may debar a contractor or subcontractor who has committed three (3) violations within a two (2) year period for up to one (1) year. For purposes of this paragraph, a violation by a subcontractor does not count as a violation by the contractor.

Any delay resulting from a sanction under this subsection is a non-excusable delay. The contractor is not entitled to any compensation or extension of time for any delays or additional costs resulting from a sanction under this subsection.

8.0

BUY AMERICA REQUIREMENTS

(5 Pages)

**MATERIAL CERTIFICATION REQUIREMENTS
And
BUY AMERICA REQUIREMENTS**

A. REGULATIONS

1. FHWA - BUY AMERICA - CLARIFICATION OF FEDERAL REGULATION

https://www.transportation.gov/sites/dot.gov/files/docs/buy_america_provisions_side_by_side.pdf

Federal Highway Administration (FHWA) - 23 U.S.C. § 313 – Buy America; 23 C.F.R. § 635.410

The Secretary of Transportation shall not obligate any funds unless steel, iron, and manufactured products used in such project are produced in the United States.

Applies to iron and steel products and their coatings that are to be permanently incorporated into the project. The FHWA, in its 1983 rulemaking, determined that Buy America did not apply to raw materials and waived its application to manufactured products, although in the statute, based on the public interest. Lack of adequate domestic supply resulted in a 1995 nationwide waiver for iron ore, pig iron, and reduced/processed/pelletized iron ore. In 1994, a nationwide waiver for specific ferryboat parts came into effect.

2. MAG SPECIFICATION SECTION 106.2.1

3. ADOT SPECIFICATION 106.05 AND 106.15

B. PROCEDURE FOR MATERIAL CERTIFICATION REQUIREMENTS – CITY OF CHANDLER

1. All material for a federal funded project must have a material certification.
2. All material delivered to jobsite must be accompanied by a material certification.
3. Material Certifications must be submitted to the City of Chandler representative for review and approval and is not deemed accepted until City of Chandler representative approval.
4. Buy America Material – All Iron and Steel products. (See Item A above)
5. Buy America Material Installation: All Buy America Iron and Steel Products **MUST NOT be installed without Material Certification received and approval from City of Chandler.**
6. All non-Buy America Material Installation: All non-Buy America material, if installed without material certification receipt and approval is at the Prime Contractor's risk and WILL NOT BE PAID until approval of material certification for that material.

C. MATERIAL CERTIFICATIONS – DOCUMENTATION REQUIRED PER FHWA, MAG SPECIFICATION, ADOT SPECIFICATION AND CITY OF CHANDLER:

ALL MATERIAL – Items 1-11

1. Project Name
2. City Project Number
3. Federal Project Number
4. ADOT Number (previously known as Tracs Number) (if FHWA funded project)
5. Supplier Information: Name, Address, Telephone Number
6. Description of the material supplied
7. Quantity of material represented by the certificate
8. Means of material identification, such as label, lot number, or marking
9. A Statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
10. Authorization Signature Statement: A statement that the individual signing has the legal authority to bind the manufacturer or the supplier of the material.
11. The name, title, signature, and date of signature of the signing-responsible individual.

BUY AMERICA IRON & STEEL PRODUCTS – Items 1-11 above AND Item 12 Below:

12. Buy America Verification Statement – statement that certifies material was made in America.
 - a. Examples: "Made in America", "This product complies with Buy America requirements".

FHWA – CFR (Code of Federal Regulations) Title 23 – Section 635.410 Highways - BUY AMERICA

Volume: 1 Date: 2013-04-01, Original Date: 2013-04-01

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE. Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)

(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

MAG (MARICOPA ASSOCIATION OF GOVERNMENTS) 106.2.1

106.2.1 Certificate of Compliance: A Certificate of Compliance shall be submitted on the manufacturer's or supplier's official letterhead, and shall contain the following information:

1. The current name, address, and phone number of the manufacturer or supplier of the material or equipment.
2. A description of the material or equipment supplied.
3. Quantity of material represented by the certificate.
4. Means of material identification, such as label, lot number, or marking.
5. A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state the name of the specific cited specifications, such as AASHTO M-320, ASTM C494, or specific table or subsection of the Specifications or Special Provisions.
6. A statement that the individual identified in item eight below has the legal authority to bind the manufacturer or the supplier of the material.
7. Project identification: Project name and all associated numbers (agency, Federal, and ADOT TRACS).
8. The name, title, and signature of the responsible individual. The date of the signature shall also be given.
9. Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item eight. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations related to project specifics such as project identification, contractor, or quantity shipped are acceptable, provided the basic requirements of the certificate (items one through six) are not affected.
10. A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

106.2.2 Certificate of Analysis: A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

Revised 2017

ADOT STANDARD SPECIFICATION 106.05 (09/14/12)

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

(B) Certificate of Compliance:

A Certificate of Compliance shall be submitted on the manufacturer's or supplier's official letterhead, and shall contain the following information:

- (1) The current name, address, and phone number of the manufacturer or supplier of the material.
- (2) A description of the material supplied.
- (3) Quantity of material represented by the certificate.
- (4) Means of material identification, such as label, lot number, or marking.
- (5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
- (6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
- (7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:

A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

ADOT STANDARD SPECIFICATION 106.15 (02/15/11) – BUY AMERICA

Section 106 -Control of Materials: of the Standard Specifications is modified to read as follows:

106.15 Domestic Materials and Products

Steel and iron materials and products used on all projects shall comply with the current “Buy America” requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or \$2,500, whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. “Buy America” provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

9.0

DBE EPRISE

FOR DBE GOAL 0% RACE NEUTRAL

(12 Pages)

PROFESSIONAL SERVICES DBE PROVISIONS

(PROJECT SPECIFIC - CONTRACTS)

FOR USE ON LPA/SUBRECIPIENT FEDERAL AID PROJECTS WITHOUT DBE GOALS

* NOTE: REFER TO EDITING INSTRUCTIONS IN SECTIONS 13.0 *

(LPA PS EPRISE, 8/26/2016)

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined in Subsection 3.0, in USDOT-assisted contracts. The Department encourages consultants to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

Local Public Agencies (LPA) and or Subrecipients of Federal financial assistance will administer and manage the contracts from advertising, consultant selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

2.0 Assurances of Non-Discrimination:

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the the LPA/Subrecipient with the Department's concurrence deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages;
4. Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible;
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

- (1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

- (1) Operates as a for-profit business registered to do business in Arizona;
- (2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;
- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(I) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

- (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) "Women;"
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction program. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation
Business Engagement and Compliance Office
1801 W. Jefferson St, Suite 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: ContractorCompliance@azdot.gov
Website : www.azdot.gov/bec

4.01 Mentor-Protégé Program

The Department has established a Mentor-Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime consultants to provide certain types of assistance to certified DBE subconsultants. ADOT encourages consultants and certified DBE subconsultants to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities and is not intended to diminish nor circumvent existing DBE rules or regulations.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the consultant uses

a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

The DBE provisions are applicable to all consultants including DBE consultants.

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutracs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutracs.com>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for DBE certification as outlined in

49 CFR Part 26. The consultant bears all risks of ensuring that DBE firms selected by the consultant are able to perform the work.

6.02 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT and the LPA/Subrecipient strongly encourages consultants to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The consultant may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward the DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The consultant bears all risks of ensuring that SBC firms selected by the consultant are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime consultants to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward the DBE participation.

The Department and the LPA/Subrecipient encourages prime consultants to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, Federal or State holiday. In circumstances where the LPA/Subrecipient Procurement Office is closed for all or part of the last day, the period extends to the next day on which the LPA / Subrecipient Procurement Office is open.

10.0 Consultant and Subconsultant Requirements:

10.01 General:

The consultant shall establish a DBE program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers are prohibited.

10.02 DBE Liaison:

The consultant shall designate a DBE Liaison responsible for the administration of the consultant's DBE program. The name of the designated DBE Liaison shall be included on the DBE Intended Participation Affidavit Summary.

11.0 DBE Goal:

The Department has not established contract goals for DBE participation in this contract. Consultants are still encouraged to employ reasonable means to obtain DBE participation. Consultants must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all consultants and subconsultants who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime consultants and all subconsultants, including DBEs listed in the SOQ must be registered in AZ UTRACS. Proposers may verify that their firm and each subconsultant is registered using the AZ UTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting the LPA/Subrecipient.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subconsultants, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Cost Proposal submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Cost Proposal.

FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST CONFIRMATION EMAIL WITH THE COST PROPOSAL BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED AND AS OUTLINED IN THE RFQ SHALL BE CAUSE FOR THE PROPOSER'S COST PROPOSAL TO BE REJECTED.

13.0 Payment Reporting:

The consultant shall report on a monthly basis indicating the amounts paid to all subconsultants, of all tiers, working on the project. Reporting shall be in accordance with Prompt Pay and Payment Reporting requirements section of the contract specifications.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Cost Proposal submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit towards the consultant's DBE participation is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate will not be credited toward DBE participation.

The consultant bears the responsibility to determine whether the DBE possesses the proper consultant's license(s) to perform the work and, if DBE credit is requested, that the DBE subconsultant is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The consultant bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime consultant, subconsultant, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The consultant may credit second-tier subcontracts issued to DBEs by non-DBE subconsultants. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime consultant may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime consultant or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE participation only if the DBE's subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE participation.

A prime consultant may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 Effect of Loss of DBE Eligibility:

If a DBE is deemed ineligible (decertified) or suspended in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to count toward DBE participation on a new contract, but may be considered to count toward DBE participation under a subcontract that was executed before the DBE suspension or decertification is effective.

When a DBE firm or a DBE prime consultant loses its DBE eligibility and a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation.

When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the consultant may continue to use the firm on the contract and may continue to receive DBE participation credit for the firm's work.

14.03 Notifying the Consultant of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subconsultant or supplier that is either decertified or certified during the term of the contract to immediately notify the consultant and all parties to the DBE contract in writing, with the date of decertification or certification. The consultant shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.04 Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

14.05 Commercially Useful Function:

A prime consultant can credit expenditures to a DBE subconsultant toward DBE participation only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the LPA/Subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the LPA/Subrecipient will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, LPA/Subrecipient will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The LPA/Subrecipient will notify the consultant, in writing, if it determines that the consultant's DBE subconsultant is not performing a CUF. The consultant will be notified within seven calendar days of the LPA/Subrecipient's decision.

Decisions on CUF may be appealed to the ADOT BECO. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADOT BECO. The appeal must be received by ADOT BECO no later than seven calendar days after the LPA/Subrecipient's decision. LPA/Subrecipient's decision remains in place unless and until the ADOT BECO reverses or modifies LPA/Subrecipient's decision. ADOT BECO will promptly consider any appeals under this subsection and notify the consultant of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The LPA/Subrecipient may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The consultant shall cooperate during the site visits and the LPA/Subrecipient staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subconsultant Compliance Assurances available from the LPA/Subrecipient and all of the Uniform Terms and Conditions set forth in other sections of this contract.

Consultants executing agreements with subconsultants, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the LPA/Subrecipient and ADOT deem appropriate as outlined in DBE Subsection 2.0.

The LPA/Subrecipient reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The consultant shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Consultant shall provide electronic copies of signed subcontract agreements for all DBE Subconsultants listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System.

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The consultant shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the consultant and the relevant DBE, and submitted to the LPA/Subrecipient no later than 30 days after the DBE completes its work.

The LPA/Subrecipient and ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the Prime Consultant and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the consultant acknowledges that the information is supplied in order to justify the payment of state and federal funds to the consultant.

The consultant will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the LPA/Subrecipient.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

10.0

DBE

FORMS/DOCUMENTS

- BIDDERS PROPOSERS LIST (2 Pages)
- DBE FORM 3210PS (1 Page)

Ritoch-Powell & Associates, AZUTRACS Number: [10953](#) has submitted a Bidder/Proposer list for **T009901C-CM** on 10/19/2021 at 6:33 PM MST (UTC - 07:00).

Bidders/Proposers for this firm include:

Firm Name	AZUTRACS #	Expiration Date	Email Address	Phone Number
ATEK Engineering Consultants, LLC.	11395	08/12/2022	aortega@atekec.com	480-659-8065
Consultant Engineering, Inc.	10192	03/31/2024	ayaiva@cei-az.com	602-499-6972
Corral Design Group, Inc.	10207	10/28/2022	ecorral@corraldesigngroup.com	602-222-9822
Kimley-Horn & Associates, Inc.	10608	10/28/2022	ahmad.omais@kimley-horn.com	602-906-1328
Lee Engineering,L.L.C.	15300	03/30/2024	dbruggeman@lee-eng.com	602-618-0406
Mak Pro Services LLC	10670	10/22/2022	teresa@makprosvvc.com	602-421-3069
Ricker, Atkinson, McBee and Associates, Inc.	10949	05/27/2023	ramm@rammeng.com	480-921-8100



CERTIFICATION OF FINAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENTS

Professional Services Contracts

(Submit one form for each DBE involved in the contract)

The undersigned consultant on **Agency Project No:** _____ **ADOT TRACS No:** _____ hereby, certifies that full payment was made, to the firm indicated for material and/or work performed under this project's contract as follows:

DBE FIRM AZ UTRACS Vendor Registration # _____

Name of DBE Firm _____ was paid the amount of _____

This certificate is made under Federal and State Laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime consultant, all documentation supporting the consultant's position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Consultant Company Name: _____

Check One: ☐ Prime Consultant ☐ Sub Consultant

Name: _____

Title: _____

Signature: _____

Date: _____

The undersigned sub consultant/supplier/manufacture for the above named project hereby certified that payments were received and/or justification by consultant is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

DBE Firm Name: _____

Check One: ☐ Sub Consultant/Supplier/Manufacturer ☐ Lower-tier Sub Consultant/Supplier/Manufacturer

Name: _____

Title: _____

Signature: _____

Date: _____

11.0

PAY REQUESTS

- PAYMENT APPLICATION (1 Page)
- SUBCONSULTANT SUMMARY FORM (1 Page)



CHANDLER
arizona

Public Works & Utilities

**PROFESSIONAL SERVICES
APPLICATION AND CERTIFICATION FOR**

PAYMENT # _____

Check if FINAL payment: ☐

**Official City of Chandler
Use Only**

Date Rec'd: _____

Record ID: _____

Date Recorded: _____

Project Name: _____

Project No.: _____ Federal/ADOT No. (if applicable): _____

Pay Period Beginning: _____ Ending: _____ City Contact Name: _____

Total Time Elapsed: _____% Contract Paid to Date: _____%

Consultant Information:

Name: _____ PO #: _____ Invoice #: _____

Remit to Address: _____

Contact Name: _____ Phone: _____ Email Address: _____

Application is made for payment as shown below and on the attached Payment Schedule Summary Sheet in accordance with the Contract Documents.

**RED FIELDS AUTO CALCULATE
Do not enter amount manually**

Contract Amendment Summary		
No.	Date	Amount
		\$
		\$
		\$
		\$

1. Original Contract Price: \$ _____

2. Contract Amendments to Date: \$ 0.00

3. Adjusted Contract Price (Line 1 + 2): \$ 0.00

4. Total Amount Due to Date:
(per attached Payment Schedule) \$ _____

Work Completed to Date: _____%

5. Total Previous Certificates for Payment: \$ _____

6. Current Payment Due (Line 4 - 5): \$ 0.00

Consultant's/Engineer's Certification

The undersigned certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by him for work which previous Certificates of Payment were issued and payments received from the Owner; and that the current payment requested as shown is current, accurate, and complete.

Authorized Signature _____

Date _____

Official City of Chandler Use Only

Approved By:

PO# _____

Project Manager _____

Date _____

Budget Account #'s _____

Capital Projects Manager/
CIP City Engineer _____

Date _____

Budget Account #'s _____

Email PDF Signed Payment Application to: CapitalProjects.Payables@chandleraz.gov
Or Submit to: City of Chandler, Capital Projects MS 407, PO Box 4008, Chandler, AZ 85244

Revised: 2/2/22

PROFESSIONAL SERVICES PAY APP BACKUP - (REQUIRED)

Consultant	
Project Name	
Project Numbers	
Month	

[illegible]

12.0

SUBCONSULTANT SUBCONTRACTS

- SUBCONTRACT REQUIREMENTS (1 Page)
- SUBCONSULTANT APPROVAL REQUEST FORM (SARF) (1 Page)
- SUBCONSULTANT FEDERAL COMPLIANCE ACKNOWLEDGEMENT (1 Page)
- SUBRECIPIENT DBE ASSURANCE (8 Pages)
- **Other subcontract required documents listed in the "Subcontract Requirements" document (listed above) will be provided, but are also documents included in the Prime RFQ/Contract, See "Subcontract Requirements".

Subconsultant / Subcontracts for Professional Services Subcontracts

(For contracts with a No-DBE Goal - Race Neutral)

IMPORTANT NOTES:

1. The “Joint Check” process – where a Prime pays a subconsultant’s lower tier or vendor is not allowed on FHWA Federal Funded Professional Services contracts.
2. Subconsultants will be required to be approved by the City (Submittal of Subcontract, SARF, Federal Compliance Acknowledgement Form. The City will verify required licenses/registrations, UTracs registration/profile, DBE System profile, DBE Certifications, SAM verification for unresolved federal tax liens and any debarment status, etc.
3. Subconsultants for QA/QC/IA Testing – must be on the ADOT Accredited Laboratories / ADOT Accredited Material Testing Laboratories List.

<https://azdot.gov/business/engineering-and-construction/materials/materials-quality-assurance/adot-accredited>

SUBCONTRACTS

All Subcontracts:

During Scope and Fee, a copy of each of these documents will be provided by the City of Chandler to ensure correct and current forms and documents for the City are utilized. The following is a list of required documents that must be included in **all** Subconsultant Subcontracts.

1. SARF (Subconsultant Approval Request Form)
2. Federal Compliance Acknowledgement Form
3. Prompt Pay Provision
4. Title VI Assurance, Title VI Appendix A, Title VI Appendix E
5. Records Retention Requirements
Federal Immigration and Nationality Act

DBE Subconsultant Subcontracts:

The following is a list of required documents that must be included in DBE Subconsultant Subcontracts.

1. LPA DBE Subrecipient Compliance Assurance (or DBE EPrise)
2. DBE Form 3210PS Final Payment

SUBCONSULTANT APPROVAL REQUEST

Instructions: Form must be filled out completely. When Subconsultant is approved, Prime will receive an email notice. Subconsultant must be approved prior to billable work start. Subconsultants must have an active non-expired 5-digit UTracs registration. All Subconsultants must have a DBE reporting representative listed who is listed in Subconsultant Profile in the ADOT Doors DBE Reporting System.

DATE		PRIME	
PROJECT NAME			
PROJECT # (City/Fed/ADOT)			

1	Subconsultant Company Name/Address/Tel	Name				
		Address				
		Telephone				
2	Subconsultant Main Contact	Name				
		Email				
3	Utracs No (5 digit)					
4	Contract Amount					
5	Work Description of tasks related to Prime Contract and NAICS Codes (attach separate sheet if necessary)					
6	QA Subconsultant/Testing(must be on ADOT approved list & will be verified)	Yes:		OR	No:	
7a	Is Subconsultant a DBE	Yes:		OR	No:	
7b	NAICS Code(s) if a DBE					
8a	Is Subconsultant a Lower Tier	Yes:		OR	No:	
8b	If Lower Tier, to what Subconsultant					
9	Subconsultant Contact for Monthly DBE Reporting <i>(All Subconsultants on a federal funded project must report into this system monthly. Please ensure that this name /contact info is in your DBE System Profile) (DBE System help: 888-635-0336)</i>	Name				
		Tel				
		Email				
10	Subconsultant Contact for the Monthly Invoice Preparation to the Prime	Name				
		Tel				
		Email				

Lower Tier Subconsultant Signature (if applicable) / Date

Subconsultant Representative Signature / Date:

Prime Signature / Date

SUBCONSULTANT FEDERAL REQUIREMENTS ACKNOWLEDGEMENT

Project Name	
Project Numbers	

1. If federal compliance discrepancies re-occur without correction, Subconsultant and Prime may be required to meet with the City to review federal requirements. If federal compliance discrepancies continue, subconsultant may be removed from working on this contract/project.
2. UTracs: Subconsultant must have an AZ UTracs Registration/5 Digit Number. (<https://utracs.azdot.gov>)
3. DBE:
 - a. Subconsultant must be registered with ADOT DBE System (links are provided on the UTracs webpage)
 - b. Subconsultant must review profile and ensure updated company and contact information is correct.
 - c. Subconsultant agrees to monthly payment reporting in the ADOT DBE System:
 - d. City of Chandler is a CA Agency and reports into the DBE System.
 - e. This reporting is due by the Prime by the 10th, and the Subconsultants by the 30th of each month
 - f. Subconsultant understands reporting include \$0 payments until subcontract is complete.
 - g. Subconsultant understands to NEVER upload any documents into this system for this project/contract. The City will upload any required documents to ensure correct federal requirements which avoids audit discrepancies.
 - h. Help Number for reporting assistance: 888-635-0336
4. Records Retention Requirements for CA Agency federal funded contracts is five (5) years.
5. Title VI and Federal Immigration and Nationality Act compliance is required
6. Subconsultant understands that all documents, emails, reports, invoices must have the Project Name and Project Numbers (City, Federal, ADOT).
 - a. Prime/Consultant related documents
STxxx-451 / CHN0xxxD / T0xxx01C
 - b. Construction related documents (example: plans,submittals tech specs)
STxxx-401 / CHN0xxxD / T0xxx01C
7. Invoicing/Billing: Federal funded contracts require by calendar month for all work occurred in that given calendar month.
 - a. Subconsultant understands and agrees to submit invoices to Prime monthly, no later than the 5th working day of the following month, if work occurred.
 - b. If an expense has been missed and needs to be added to the following month, FHWA requires that an explanation be added to that document explaining why it was not included in the applicable billing month. (Note: FHWA does not allow this as on-going, please keep to minimum occurrences).
8. Prompt Pay Provisions – Payments by Prime to Subconsultants, and Subconsultant to Lower Tiers must be made within 7 days from the actual date that payment was received.
 - a. The Date the City pays the Prime – Prime has 7 days to process payment to Subconsultant.
 - b. The Date Subconsultant receives that payment from Prime, Subconsultant has 7 days to process payment to lower tier. (this means the date mail was actually delivered, or bank received direct deposit; does not mean the date identified in bank statement, or the date mail was opened).
9. No work by Subconsultant can occur on this contract/project until approved by the City of Chandler.
10. Subconsultants for work task Quality Assurance/QA/Materials Testing: Subconsultant must be on the ADOT Approved list: <https://azdot.gov/business/engineering-and-construction/construction-and-materials/materials-quality-assurance/azdot>
11. Subcontract must include current documents (provided by City): Prompt Pay Provision, City of Chandler Title VI Assurance, Title VI Appendix A, Title VI Appendix E, Records Retention, Federal Immigration & Nationality Act, and if a DBE will include items listed below in #12-a.
12. DBE Subconsultant only:
 - a. DBE Subcontracts must include:
 - i. LPA/Subrecipient EPrise Assurance, DBE Form 3210PS
 - b. DBE Subcontract must show dollars applied to each work task description.
 - c. DBE Subconsultant and Prime must fill out, sign, and submit DBE Form 3210PS to City of Chandler at completion of subcontract work.

By signing below, I confirm I have read the above requirements for working on this federal funded contract

Subconsultant Name	
Subconsultant Signature/Date	
Prime Signature/Date	

(PROJECT SPECIFIC - CONTRACTS)
LPA/SUBRECIPIENT FEDERAL AID CONTRACT WITH OR WITHOUT DBE GOAL

1. Assurances of Non-Discrimination: (LPA PS EPRISE 2.0)

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the the LPA/Subrecipient with the Department's concurrence deems appropriate, which may include, but are not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages;
- (4) Disqualifying the consultant from future proposals as non-responsible.

The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

2. Time is of the Essence: (LPA PS EPRISE 8.0)

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

3. Computation of Time: (LPA PS EPRISE 9.0)

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, Federal or State holiday. In circumstances where the LPA/Subrecipient Procurement Office is closed for all or part of the last day, the period extends to the next day on which the LPA / Subrecipient Procurement Office is open.

4. Crediting DBE Participation Toward Meeting Goals: (LPA PS EPRISE 17.0)

General Requirements:

To count toward meeting the goal, the DBE firms must be certified at the time of Cost Proposal submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit towards the consultant's DBE goal is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate will not be credited toward DBE participation.

The consultant bears the responsibility to determine whether the DBE possesses the proper consultant's license(s) to perform the work and, if DBE credit is requested, that the DBE subconsultant is certified for the requested type of work.

If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the consultant bears the responsibility to notify the LPA/Subrecipient, immediately after the consultant becomes aware of the situation, and

request approval to replace the DBE with another DBE. The consultant shall follow the DBE termination/substitution requirements described in Subsection 22.0 of these DBE provisions.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The consultant bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime consultant, subconsultant, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The consultant may credit second-tier subcontracts issued to DBEs by non-DBE subconsultants. Any second-tier subcontract to a DBE used to meet the goal must meet the requirements of a first-tier DBE subcontract.

A prime consultant may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime consultant or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE goal only if the DBE's subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE goal.

A prime consultant may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

DBE Prime Consultant:

When a certified DBE firm proposes on a contract that contains a DBE goal, the DBE firm is responsible for meeting the DBE goal on the contract or making good faith efforts to meet the goal, just like any other proposer. In most cases, a DBE proposer on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE proposer or any other DBE subconsultants and DBE suppliers will count toward the DBE goal. The DBE proposer shall list itself along with any DBE subconsultants and suppliers, on the DBE Intended Participation Affidavit Individual and Summary in order to receive credit toward the DBE goal.

Effect of Loss of DBE Eligibility:

If a DBE is deemed ineligible (decertified) or suspended in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to meet a contract goal on a new contract, but may be considered to meet the contract goal under a subcontract that was executed before the DBE suspension or decertification is effective.

When the consultant makes a commitment to use an ineligible DBE firm or the LPA/Subrecipient, made a commitment to use an ineligible DBE prime consultant, but a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward the contract goal. The consultant must meet the contract goal with an eligible DBE firm or demonstrate good faith effort. When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the

consultant may continue to use the firm on the contract and may continue to receive credit toward the DBE goal for the firm's work.

Notifying the Consultant of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subconsultant or supplier that is either decertified or certified during the term of the contract to immediately notify the consultant and all parties to the DBE contract in writing, with the date of decertification or certification. The consultant shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

Commercially Useful Function:

A prime consultant can credit expenditures to a DBE subconsultant toward DBE goals only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the LPA/Subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the LPA/Subrecipient will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, LPA/Subrecipient will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The LPA/Subrecipient will notify the consultant, in writing, if it determines that the consultant's DBE subconsultant is not performing a CUF. The consultant will be notified within seven calendar days of the LPA/Subrecipient's decision.

Decisions on CUF may be appealed to the ADOT BECO. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADOT BECO. The appeal must be received by ADOT BECO no later than seven calendar days after the LPA/Subrecipient's decision. LPA/Subrecipient's decision remains in place unless and until the ADOT BECO reverses or modifies LPA/Subrecipient's decision. ADOT BECO will promptly

consider any appeals under this subsection and notify the consultant of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The LPA/Subrecipient may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The consultant shall cooperate during the site visits and the LPA/Subrecipient staff will make every effort not to disrupt work on the project.

5. Effect of Contract Changes: (LPA PS EPRISE 18.0)

The consultant acknowledges that uncertainties can occur during the performance of the work and if for any reason it becomes apparent that the DBE goal will not be met then the consultant shall: (1) immediately notify the LPA/Subrecipient of the potential or actual decrease in DBE compensation, and (2) make good faith efforts to obtain DBE participation to meet or exceed the project DBE goal. Good faith efforts required under the provisions of this section may vary, depending on the time available, the nature of the change, and other factors as determined by LPA/Subrecipient.

LPA/Subrecipient will approve or deny the consultant's good faith efforts with BECO concurrence.

The consultant is not required to take work committed to another subconsultant and assign it to a DBE subconsultant in order to meet the committed DBE percentage.

If the resulting change increases the scope or quantity of work being done by a DBE subconsultant, the DBE shall be given the opportunity to complete the additional work and receive additional compensation beyond their original subcontract amount.

6. DBE Participation Above the Goal (Race-Neutral Participation): (LPA PS EPRISE 19.0)

Additional DBE participation above the DBE participation required to meet the contract DBE goal is an important aspect of the Department's DBE program. The consultant is strongly encouraged to use additional DBEs above the DBE goal requirement in the contract to assist the Department in meeting its overall DBE goal and help the Department to meet the maximum feasible portion of its DBE goals through race neutral participation as outlined in 49 CFR Part 26.

There are fewer administrative requirements on the part of the consultant when using race neutral DBEs (DBEs not listed on the DBE Intended Participation Affidavit Summary). For example, if a DBE is not listed on the DBE Intended Participation Affidavit Summary, the DBE does not have to submit an Affidavit, and the subcontract approval process follows the same process of any other subcontract. The consultant does not have to replace the DBE with another DBE subconsultant if the DBE fails to perform. Therefore these DBEs are treated as any other subconsultant on the project.

7. Required Provisions for DBE Subcontracts: (LPA PS EPRISE 20.0)

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subconsultant Compliance Assurances available from the LPA/Subrecipient and all of the Uniform Terms and Conditions set forth in other sections of this contract.

Consultants executing agreements with subconsultants, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the LPA/Subrecipient and ADOT deem appropriate as outline in DBE Subsection 2.0.

The LPA/Subrecipient reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The consultant shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Consultant shall provide electronic copies of signed subcontract agreements for all DBE Subconsultants listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System.

8. Contract Performance: (LPA PS EPRISE 21.0)

Contract items of work designated by the consultant to be awarded to DBEs shall be performed by the designated DBE or a LPA/Subrecipient, with BECO concurrence, approved DBE substitute. The Consultant or a non-DBE Subconsultant shall not perform DBE contract work items without prior approval by LPA/Subrecipient, with BECO concurrence.. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

The consultant is required to use DBEs identified in the SOQ to meet the contract goal, so the prime consultant is responsible for ensuring that the DBEs are available to meet scheduling, work and other requirements on the contract.

The LPA/Subrecipient will visit the consultant's office to conduct reviews to ensure compliance with CUF and other DBE requirements. The reviews may include, among other activities, interview of DBEs and their employees and the consultant and its employees. The consultant shall cooperate in the review and make its employees available. The consultant shall inform the LPA/Subrecipient in advance when each DBE will be working on the project to help facilitate reviews.

The LPA/Subrecipient reserves the right to request and inspect all records of the consultant and all records of the DBEs and non-DBE subconsultants concerning this contract. The consultant must make available a copy of all documents related to all contracts the LPA/Subrecipient upon request.

Use of every DBE listed on the DBE Intended Participation Affidavit Summary is a condition of this contract. The consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed on the DBE Intended Participation Affidavit Summary unless the consultant obtains written consent from the LPA/Subrecipient with BECO concurrence. The consultant shall not be entitled to any payment for work or material that is not performed or supplied by the listed DBE unless the consultant obtains written consent from the LPA/Subrecipient with BECO concurrence.

9. DBE Termination/Substitution: (LPA PS EPRISE 22.0)

General Requirements:

The consultant shall make all reasonable efforts to avoid terminating or substituting a DBE listed on the DBE Intended Participation Affidavit Summary. At a minimum, the consultant shall negotiate in good faith, give timely notices and/or extend deadlines to the extent that it will not jeopardize the contract with the LPA/Subrecipient. Reasonable methods to resolve performance disputes must be applied and documentation provided to the Department and the LPA/Subrecipient before attempting to substitute or terminate a DBE.

Consultant Notice of Termination/Substitution:

All terminations, substitutions, and reductions in scope of work to be performed by DBEs listed on the DBE Intended Participation Affidavit Summary must be approved in writing by the LPA/Subrecipient, with BECO

concurrence and by means of the executed contract modification. The consultant shall contact the LPA/Subrecipient within 24 hours from the first sign of any reason for potential DBE termination/substitution.

The consultant shall not terminate a DBE subconsultant listed on the DBE Intended Participation Affidavit Summary or complete the work contracted to the DBE with its own forces or with a non-DBE firm without the LPA/Subrecipient written consent and BECO concurrence. Before submitting a formal request to the LPA/Subrecipient for DBE termination/substitution, the consultant shall give written notice to the DBE subconsultant with a copy to the LPA/Subrecipient of its intent to terminate or substitute the DBE identifying the reason for the action. The DBE shall be allowed a minimum of five calendar days to respond to the consultant's notice advising the consultant, the LPA/Subrecipient of its position. Before making a determination for approval regarding the consultant's termination and substitution request, the LPA/Subrecipient, with BECO concurrence, will consider both the consultant's request and the DBE firm's response.

Consultant Request of Termination/Substitution:

The consultant shall formally request the termination or substitution of a DBE listed on the DBE Intended Participation Affidavit Summary by submitting the DBE Termination/Substitution Request Form and supporting documentation to the LPA/Subrecipient; form is available from the LPA/Subrecipient. The submission shall include the following information:

- 1) The date the consultant determined the DBE to be unwilling, unable or ineligible to perform.
- 2) A brief statement of facts describing the situation and citing specific actions or inaction by the DBE firm giving rise to consultant's assertion that the DBE firm is unwilling, unable, or ineligible to perform.
- 3) A brief statement of the good faith efforts undertaken by the consultant to enable the DBE firm to perform.
- 4) The total dollar amount currently paid for work performed by the DBE firm.
- 5) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the consultant and the DBE firm have no dispute.
- 6) The remaining work that has not been completed by the DBE and the corresponding dollar amount
- 7) The projected date that the consultant requires a substitution or replacement DBE to commence work, if consent is granted to the request.

Written consent for terminating the performance of any DBE listed on the DBE Intended Participation Affidavit Summary will be granted only where the consultant can demonstrate good cause showing that the DBE is unable, unwilling, or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or substitution of a DBE listed on the DBE Intended Participation Summary will not be allowed based solely on a consultant's ability to negotiate a more advantageous contract with another subconsultant. Prior to making a determination for approval regarding the consultant's termination and substitution request, the LPA/Subrecipient, with BECO concurrence, will consider both the consultant's request and the DBE firm's response.

Good Cause:

The LPA/Subrecipient, with BECO concurrence, will make the determination of good cause by providing written consent to the consultant after evaluating the consultant's good cause to terminate or substitute a DBE firm. Good cause for this purpose includes the following in relation to the listed DBE subconsultant:

1. Fails or refuses to execute a written contract.
2. Fails or refuses to perform the work of its subcontract in a way consistent with normal industry practice standards. However, good cause does not exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of the prime consultant.

3. Fails or refuses to meet the prime consultant's reasonable, nondiscriminatory insurance/bond requirements.
4. Becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. Is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.
6. Is not a responsible consultant.
7. Voluntarily withdraws from the project and provides written notice of its withdrawal to the LPA/Subrecipient.
8. Is ineligible to receive DBE credit for the type of work required
9. A DBE owner dies or becomes disabled with the result that the firm is unable to complete its work on the contract.
10. Other documented good cause that the LPA/Subrecipient determines compels the termination or substitution of the DBE subconsultant.

If good cause is determined, the LPA/Subrecipient and will notify the Consultant of the decision and necessary modifications to the contract can be made.

DBE Replacement Good Faith Effort:

If the LPA/Subrecipient, with BECO concurrence, approves the termination of a DBE, the consultant shall make good faith efforts to find another DBE subconsultant to substitute for the original DBE. The good faith efforts as identified in DBE Subsection 17.0 shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented and provided, upon request, to the LPA/Subrecipient within seven calendar days from the date of the request.

A prime consultant's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the consultant has the ability and/or desire to perform the contract work with its own forces does not relieve the consultant of the obligation to make good faith efforts to find the replacement DBE, and it is not a sound basis for rejecting a perspective replacement DBE's reasonable quote.

The termination of a DBE firm shall not relieve the consultant of its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm's subcontract will not be counted toward the DBE goal. If the LPA/Subrecipient has eliminated items of work subcontracted to a committed DBE, the prime consultant shall still make good faith efforts to replace the DBE with another DBE to the extent necessary to meet the goal. The LPA/Subrecipient will review the quality, thoroughness, and intensity of those efforts.

When a DBE substitution has been approved by the LPA/Subrecipient and concurred by BECO, the consultant shall submit an amended DBE Intended Participation Affidavit Individual and Intended Participation Affidavit Summary to the LPA/Subrecipient for approval with the substitute DBE's name, description of work, NAICS code, AZ UTRACS registration number, and dollar value of work. Approval from LPA/Subrecipient with BECO concurrence must be obtained prior to the execution of a contract modification and before substituted DBE can begin work.

Sanctions:

Failure by the consultant to carry out the requirements of these DBE Termination/Substitution specifications is a material breach of contract and will result in such remedies as LPA/Subrecipient deems appropriate, with ADOT concurrence, which will include, but are not limited to the assessment of liquidated damages. The LPA/Subrecipient will deduct from monies due or becoming due the consultant, the dollar amount of the wrongfully substituted/replaced DBE subcontract plus 25% of the amount remaining to be paid to the DBE as liquidated damages. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

10. Certification of Final DBE Payments:

(LPA PS EPRISE 25.0)

The consultant's achievement of the goal is measured by actual payments made to the DBEs. The consultant shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the consultant and the relevant DBE, and submitted to the LPA/Subrecipient no later than 30 days after the DBE completes its work.

The LPA/Subrecipient and ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the Prime Consultant and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the consultant acknowledges that the information is supplied in order to justify the payment of state and federal funds to the consultant.

The consultant will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the LPA/Subrecipient.

11. Sanctions for Not Meeting Contract DBE Goal:

(LPA PS EPRISE 24.0)

If the LPA/Subrecipient determines, with BECO concurrence, that the consultant has not met the DBE goal at the end of the contract, the LPA/Subrecipient will, at its discretion, may assess liquidated damages up to two times the amount of the unattained portion of the original DBE goal, based on the circumstances of the noncompliance. Not meeting the DBE goal will also be reflected in the consultant evaluation.

The LPA/Subrecipient, with BECO concurrence, will determine whether liquidated damages will be assessed and the amount of the liquidate damages, the LPA/Subrecipient will consider whether there have been other violations on this or other contracts, whether the failure was due to circumstances beyond the control of the consultant, whether the consultant has made good faith efforts to meet the goal, and other appropriate circumstances.

In addition to any other sanctions, willful failure of the consultant, DBE or other subconsultant to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in the Department's and LPA/Subrecipient projects.

12. False, Fraudulent, or Dishonest Conduct:

(LPA PS EPRISE 27.0)

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

END OF FEDERAL DOCUMENTS SECTION



ARDURRA-01

KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Valley Forge Insurance Company A(XV)		20508
INSURED Ritoch-Powell & Associates Consulting Engineers, Inc. 1001 North Central Avenue Suite 900 Phoenix, AZ 85004	INSURER B : National Fire Insurance Company of Hartford A(XV)		20478
	INSURER C : Continental Insurance Company A(XV)		35289
	INSURER D : Berkshire Hathaway Specialty Insurance Company		22276
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			6075640222	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☒ Contractual Liab.		MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	☒ AUTOMOBILE LIABILITY			6075640236	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						\$	
C	☒ UMBRELLA LIAB ☒ OCCUR			6075640270	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 15,000,000				
	DED ☒ RETENTION \$ 10,000		\$				
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6075640267	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☒ N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab.			42-EPP-306878-04	1/1/2022	1/1/2023	Per Claim/Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT #ST1614.451, CHN-0(240)D, ADOT #T009901C, CONSTRUCTION MANAGEMENT SERVICES CHANDLER HEIGHTS ROAD IMPROVEMENT (MCQUEEN ROAD TO GILBERT ROAD)

The City of Chandler, AZ is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for Completed Operations as required by written contract. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Chandler, AZ PO Box 4008, Mail Stop 407 Chandler, AZ 85244-4008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Ritoch-Powell & Associates Consulting Engineers, Inc. 1001 North Central Avenue Suite 900 Phoenix, AZ 85004
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers' Liability coverage.

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Page 1 of 2

The Continental Insurance Co.
Insured Name: ARDURRA GROUP, INC.

Policy No: 6075640222
Endorsement No: 13
Effective Date: 01/01/2022



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

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The Continental Insurance Co.

Insured Name: ARDURRA GROUP, INC.

Policy No: 6075640222

Endorsement No: 13

Effective Date: 01/01/2022

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

- B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;



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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**Architects, Engineers and Surveyors General Liability
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This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i. add the following definitions:**

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

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- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.



**Architects, Engineers and Surveyors General Liability
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- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
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A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Personal Property

The following is added to **Section III, Paragraph A.4.**

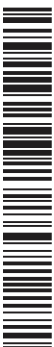
- c. We will pay up to \$500 for loss to **Personal Property** which is:
 - (1) Owned by an "insured"; and
 - (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

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The following is added to **Section III, Paragraph A.4.**:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
 - 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.
 - 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.
 - 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

F. Hired "Autos"

The following is added to **Section III, Paragraph A.**:

- 5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

 - a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
 - b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

G. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

- (1) \$5,000; or
- (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

IV. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization with whom you are required to add as an additional insured or primary and non-contributory on this policy under a written contract or agreement. You must agree to these contracts prior to the date of loss.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ARDURRA GROUP, INC.

Endorsement Effective Date: 01/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 12; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: BUA 6075640236

Policy Effective Date: 01/01/2022

Policy Page: 75 of 345



Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 6075640267

Policy Effective Date: 01/01/2022

Policy Page: 62 of 98