



PROFESSIONAL SERVICES AGREEMENT
Design Services
RUNWAY 4R-22L PAVEMENT IMPROVEMENT
Project No. AI2202.201 FAA AIP: 3-04-0008-032-2023
Council Date: February 23, 2023 Item No.

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2023 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Dibble & Associates Consulting Engineers, Inc. dba Dibble**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. City proposes to engage Consultant to provide Design Services for **RUNWAY 4R-22L PAVEMENT IMPROVEMENT** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.
- B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.
- C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **365** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$269,529** 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: 480-782-3349 Email: kimberly.moon@chandleraz.gov		
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Hafiz Noor, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3324 Email: hafiz.noor@chandleraz.gov		
To Consultant:			Dibble & Associates Consulting Engineers, Inc.
	LEGAL COMPANY NAME:		
	Mailing Address:	7878 North 16th Street, Suite 300, Phoenix, AZ 85020	
	Physical Address:		
	Statutory Agent Name:		Susan Detwiler
	Statutory Agent Mailing Address:		7878 North 16th Street, Suite 300, Phoenix, AZ 85020
	Statutory Agent Physical Address:		
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Ryan Toner	
	Title:	Airport Development Business Unit Leader	
	Phone:	(602) 957-1155	
	Email:	ryan.toner@dibblecorp.com	

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or

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

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

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section 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 Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

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

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

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

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

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

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City

for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

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

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

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

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

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

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this

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

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

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

or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

5.30 Severability. If any provision of this Agreement or the application to any person or

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Federal Requirements (if applicable)

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

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

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

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

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

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

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

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

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

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:



Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

"CONSULTANT"

Dibble & Associates Consulting Engineers, Inc.



Signature Date

Ryan Toner

Print Name

Vice President

Title

ryan.toner@dibblecorp.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

**CHANDLER MUNICIPAL AIRPORT RUNWAY
4R-22L REHABILITATION PROJECT NO.
AI2202.201**

DESIGN PHASE SERVICES

**EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE**

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide services for the design and development of construction documents for the rehabilitation of Runway 4R-22L, located at Chandler Municipal Airport, Chandler, Arizona, all as more specifically described herein below.
- 1.2 The design may include, but not be limited to, a mill and overlay rehabilitation of Runway 4R-22L and associated connector taxiways up to the holding position markings and a seal coat application to the shoulder pavement, refer to the attached ***Project Site Plan***. The design shall also include runway and taxiway striping within the project limits. The environmental Categorical Exclusion (CATEX) was submitted to FAA under a separate project.

The existing pavement has a Pavement Condition Index (PCI) of 74 as of 2017, per Arizona Department of Transportation's (ADOT's) Airport Pavement Management System. According to ADOT's Airport Pavement Management System, the PCI for 2023 is expected to be 50, indicating the need for rehabilitation.

- 1.3 The project design and development of construction documents budget is **\$269,529.00**. All design and development of construction documents for the project will be completed within this budget.
- 1.4 Consultant will provide all design services for the Project including, but not limited to geotechnical investigation, topographic survey, and civil engineering services.

2. ASSIGNMENT:

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

3. PROJECT SCHEDULE:

- 3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.
- 3.3 Consultant will deliver monthly "Design and Progress Reports", including invoicing, to the City of Chandler in a format acceptable to the City.
- 3.4 This proposal is based on a twelve (12) month project schedule from the Notice to Proceed, and includes approximately one and a half (1.5) months for the topographic survey and geotechnical investigation.

The following are the anticipated submittal stages and items for each submittal:

30% Submittal (FAA, ADOT, Airport and City Review):

The documents in Task 9.1 will be uploaded as pdfs to a SharePoint link.

- 30% design plans
- 30% quantities and Engineer's Opinion of Probable Construction Cost (EOPCC)
- Draft Engineer's Design Reports (EDR)

60% Submittal (Airport Review):

The documents in Task 10.1 will be uploaded as pdfs to a SharePoint link.

- 60% design plans
- 60% quantities and EOPCC
- Draft contract documents and specifications
- Draft EDR
- Draft Construction Safety and Phasing Plan (CSPP)

95% Submittal (Airport Review):

The documents in Task 11.1 will be uploaded as pdfs to a SharePoint link.

- 95% design plans
- 95% quantities and EOPCC
- Draft contract documents and specifications

- Draft EDR
- Draft CSPP

100% Sealed Submittal (FAA, ADOT, Airport and City Review):

The documents in Task 12.1 will be uploaded as pdfs to a SharePoint link.

- Sealed final design plans
- Final quantities and EOPCC
- Sealed final contract documents and specifications
- Sealed final EDR
- Final CSPP

4. QUALITY CONTROL:

- 4.1 Consultant must institute and comply with the Design Quality Control Plan.
- 4.2 In addition to the continual quality assurance reviews performed by senior practice staff, Consultant will perform additional quality control reviews prior to each submittal utilizing a standardized checking processes by Consultant's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

5. PRELIMINARY RESEARCH:

- 5.1 For preliminary research before preparing the project design, Consultant will:
 - a. Perform a Document Search for utility as-builts.
 - b. Perform a Document search for survey ties and benchmarks.
 - c. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
 - d. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
 - e. Research all utility companies/agencies and acquire all available as-builts and utility records.
 - f. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.

- g. Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.
 - i. Consultant engineering staff, survey staff, City and CHD staff will meet in the field to review and confirm locations of survey to be captured that may not have been reflected in as-built information.
 - ii. The survey will be a topographic survey only, based on the North American Vertical Datum of 1988 (NAVD 88). For horizontal control, Consultant will use the Arizona State Plane Coordinate System, Central Zone, to facilitate the topographic survey effort. Global Positioning Systems (GPS), conventional and differential leveling will all be utilized to establish required control and will be tied to existing airport control.

Topographic features will be located with an accuracy of 0.05' ($\pm$), with a confidence rating of 95%.

No new permanent control will be established with this project. The survey will include horizontal and vertical locations of existing pavements, facilities, striping, lighting, utilities and manhole invert elevations impacted by this project. Cross sections at an interval of 25 feet with shots taken at runway/taxiway centerline, mid-points, edge of runway/taxiway, edge of shoulder pavement, and a few shots on in the infield. Existing visible storm drain manholes and inlets will be opened, pipe sizes confirmed, and invert flow lines measured, compared and confirmed from record drawings.

- iii. A survey base map will be developed in AutoCAD Civil 3D 2019 showing and distinguishing all visible existing features and utilities based on field observations and available record data.

6. UTILITY/AGENCY COORDINATION (NOT APPLICABLE):

- 6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- 6.2 Consultant must identify utility conflicts during the initial stages of the design process. There are no conflicts anticipated for this project as the proposed

rehabilitation is not expected to disturb the existing ground beyond the proposed improvements.

- 6.3 Consultant must submit preliminary plans to utilities/agencies for review and comment to confirm the presence of nearby facilities to be protected in place or conflicts and if so what design there may be required for service improvements or any necessary relocations.
- 6.4 Consultant will, if necessary, conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
- 6.5 Consultant will, if necessary, follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 6.6 Consultant will, if necessary, incorporate the utility/agency private developer construction requirements into the bid documents.

7. GEOTECHNICAL INVESTIGATION:

- 7.1 Consultant must perform all soil and pavement borings necessary to complete their work. Speedie and Associates, a subconsultant, will perform the soil and pavement borings, refer to the attached proposal for additional information.

8. PROGRAMMING:

- 8.1 Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.
 - a. Project Kick-Off Meeting: This meeting will be held with the City and Airport staff at the beginning of the project. Discussion items will include the design team, control of correspondence, design standards, and design schedule.
- 8.2 Consultant will provide project management and coordination of the design team and will provide coordination between design team members, the City, Airport, and other interested stakeholders.
 - a. Project Coordination Meetings: These meetings will be held as needed with the Design team throughout the project. Discussion items will include design review, comparison of options, and design schedule.

9. SCHEMATIC DESIGN (30% Document Review):

- 9.1 When the design is approximately thirty percent complete, Consultant must

prepare and submit the following:

- a. 30% Design Plans: Consultant shall prepare plan sheets which may include the following: general construction notes, design legend and abbreviations; airport access location, contractor's haul route, staging and storage yard; construction phasing and barricading plans; demolition and construction plans; and other informational sheets as necessary.

Runway longitudinal and cross slope evaluation: Consultant shall evaluate the runway longitudinal and cross slopes to ensure that the design adheres to current FAA standards. If slopes do not meet FAA standards, coordination may be required with the FAA for correction and would result in additional design services for full pavement reconstruction in those areas found not in conformance.

- b. 30% Quantities and EOPCC: Based on the 30% design plans and anticipated technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- c. Draft EDR: The Engineer's Design Report shall provide the design criteria and standards used in developing the construction documents (i.e., plans and anticipated technical specifications) and document the work and results of any investigative efforts. The report shall cover the following: airport and project descriptions; critical environmental and archeological aspects or documents including approved Categorical Exclusion; relevant design standards; topographic survey and control; civil design considerations and recommendations; and a list of anticipated technical specifications. The draft engineer's design report shall also include airport and project location exhibits and appendices such as the EOPCC, and any other design elements as needed to document design intent.
- d. 30% City/Airport/FAA/ADOT Review Meeting: This meeting will be held shortly after the 30% Submittal with representatives from the City, Airport, FAA, and ADOT Aeronautics to review the 30% submittal package and discuss any comments from these agencies.
- e. Plans-in-Hand Site Visit: Shortly after the 30% Submittal and before proceeding with the remainder of the project, Consultant will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field, such as utilities infrastructure and structures (visible in the field), grades, project limits, etc.

- f. Internal QA/QC Project Review: (See Task 4)

10. DESIGN DEVELOPMENT (60% Document Review):

- 10.1 Based on the approved Schematic Design Documents and any adjustments in the scope or quality of the project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Design Development Documents. When the design is approximately sixty percent (60%) complete, Consultant must prepare and submit the following:
- a. Construction Phasing Workshop: After 30% comments have been received from FAA, ADOT, City and Airport for the 30% submittal, Consultant will meet with in a workshop setting to review considerations for construction duration(s), construction cost impacts, impacts to airport operations, safety, and accessibility with the ultimate outcome of developing a preferred construction phasing methodology.
 - b. 60% Design Plans: The 60% plans submission shall include the plan sheets noted in the 30% design plans and shall also include detailed construction phasing and aircraft detouring plans, and construction details.
 - c. Draft Contract Documents and Specifications: Contract documents, technical specifications, special provisions, and FAA general provisions will be compiled and developed for review by the City and Airport.
 - d. 60% Quantities and EOPCC: Based on the 60% design plans and technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
 - e. Draft EDR: The Engineer's Design Report shall provide all the design criteria and standards used in developing the construction documents (i.e., plans and technical specifications) and document the work and results of investigative efforts.
 - f. Draft CSPP: A CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G.
 - g. 60% City/Airport Review Meeting: This meeting will be held shortly after the 60% Submittal with representatives from the City and Airport to review the

60% submittal package. The team will discuss any comments from the City and Airport.

- h. Plans-in-Hand Site Visit: Shortly after the 60% Submittal and before the 95% submittal, Consultant will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures, pavement markings, general slopes, project limits, etc.
- i. Internal QA/QC Project Review: (See Task 4)

11. CONSTRUCTION DOCUMENTS (95% Document Review):

11.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the project or in the construction budget authorized by City, Consultant must prepare, for approval by City, the 95% Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (95%) complete, Consultant must prepare and submit the following:

- a. 95% Design Plans: The 95% plans submission shall include the plan sheets noted in the 60% design plans.
- b. Draft Contract Documents and Specifications: Contract documents, technical specifications, special provisions, and FAA general provisions will be compiled and developed for final review/approval by the City and Airport.
- c. 95% Quantities and EOPCC: Based on the 95% design plans and technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d. Draft EDR: The Engineer's Design Report shall provide all the design criteria and standards used in developing the construction documents (i.e., plans and technical specifications) and document the work and results of investigative efforts.
- e. Draft CSPP: A CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G.

- f. 95% City/Airport Review Meeting: This meeting will be held shortly after the 95% Submittal with representatives from the City and Airport to review the 95% submittal package. The team will discuss any comments from the City and Airport.
- g. Plans-in-Hand Site Visit: Shortly after the 95% Submittal and before the 100% Submittal, Consultant will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures, pavement markings, general slopes, project limits, etc.
- h. Internal QA/QC Project Review: (See Task 4)

12. FINAL CONSTRUCTION DOCUMENTS (100% Sealed Documents):

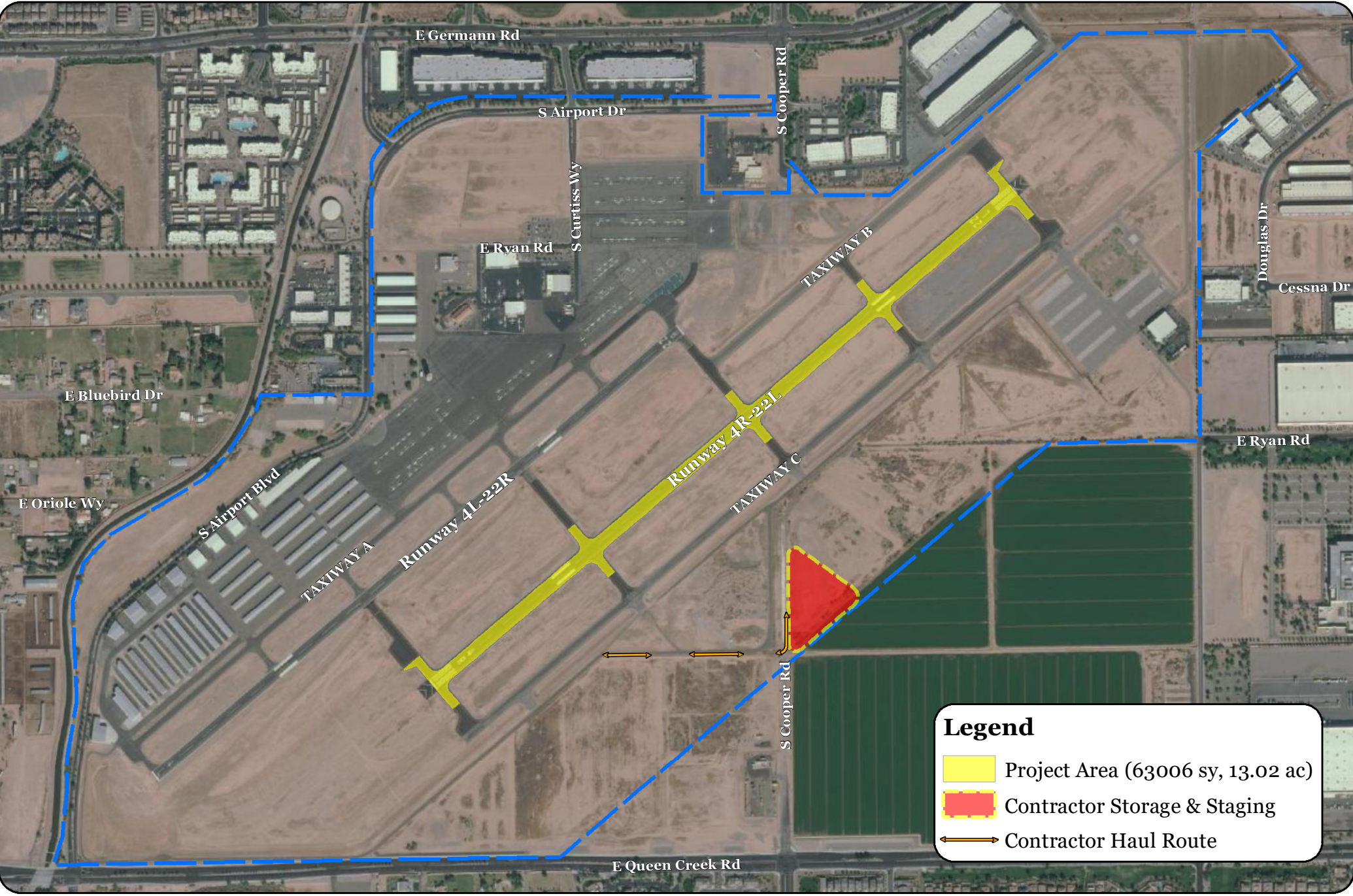
- 12.1 Based on the approved Construction Documents and any further adjustments in the scope or quality of the project or in the construction budget authorized by City, Consultant must prepare, for approval by City, the 100% submittal consisting of sealed Drawings and Specifications setting forth in detail the requirements for the construction of the project. When the design is final, Consultant must prepare and submit the following:
 - a. Final Design Plans: The sealed final design plans shall include the plan sheets noted in the 60% design plans.
 - b. Final Contract Documents and Specifications: The sealed final contract documents, technical specifications, special provisions, and FAA general provisions will be compiled and developed for the City and Airport.
 - c. Final Quantities and EOPCC: Based on the 100% design plans and technical specifications, Consultant shall develop a 100% EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
 - d. Final EDR: The sealed final Engineer's Design Report shall provide all the design criteria and standards used in developing the construction documents (i.e., plans and technical specifications) and document the work and results of investigative efforts.
 - e. Final CSPP: The final CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The

final CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G.

- f. 100% City/Airport/FAA/ADOT Review Meeting: This meeting will be held shortly after the 100% Submittal with representatives from the City, Airport, FAA, and ADOT Aeronautics to review the 100% submittal package and discuss any comments from these agencies.
- g. Internal Final QA/QC Project Review: (See Task 4)

13. PERIOD OF SERVICE (MILESTONES):

- 13.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must complete the design and have all documents submitted within **365** calendar days of the date indicated on the Notice to Proceed.
- 13.2 Consultant must complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A attached herein. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.



CHANDLER MUNICIPAL AIRPORT RUNWAY 4R-22L REHABILITATION PROJECT SITE PLAN

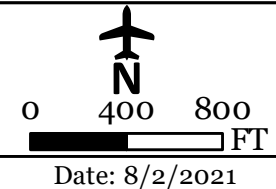


EXHIBIT "B"
COMPENSATION AND FEES

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ 3,130.00
3.1	Production Schedule	\$ 886.00
3.3	Monthly Design and Progress Reports	\$ 2,244.00
Task 4.0 Quality Control		\$ 11,930.00
4.1	Prepare Quality Control Plan	\$ 2,858.00
4.2	Draft & Final Submittals QA/QC	\$ 9,072.00
Task 5.0 Preliminary Research		\$ 18,379.00
5.1	Perform Document Search and Research	\$ 3,954.00
5.1f	Investigate Existing Conditions	\$ 2,182.00
5.1g	Survey	\$ 12,243.00
Task 6.0 Utility/Agency Coordination (Not applicable)		\$ -
Task 7.0 Geotechnical Investigation (Fixed Cost)		\$ -
Task 8.0 Programming		\$ 7,766.00
8.1a	Project Kick-Off Meeting	\$ 1,634.00
8.2a	Project Coordination Meetings	\$ 6,132.00
Task 9.0 Schematic Design (30% Document Review)		\$ 66,786.00
9.1a	30% Design Plans	\$ 46,900.00
9.1b	30% Quantities and EOPCC	\$ 4,856.00
9.1c	Draft EDR	\$ 11,964.00
9.1d	30% City/Airport/FAA/ADOT Review Meeting	\$ 1,022.00
9.1e	Plans-in-Hand Site Visit	\$ 2,044.00
Task 10.0 Design Development (60% Document Review)		\$ 63,788.00
10.1a	Construction Phasing Workshop	\$ 2,044.00
10.1b	60% Design Plans	\$ 31,424.00
10.1c	Draft Contract Documents and Specifications	\$ 10,628.00
10.1d	60% Quantities and EOPCC	\$ 2,674.00
10.1e	Draft EDR	\$ 6,392.00
10.1f	Draft CSPP	\$ 7,560.00
10.1g	60% City/Airport Review Meeting	\$ 1,022.00
10.1h	Plans-in-Hand Site Visit	\$ 2,044.00
Task 11.0 Construction Documents (95% Document Review)		\$ 38,648.00
11.1a	95% Design Plans	\$ 19,980.00
11.1b	Draft Contract Documents and Specifications	\$ 5,104.00
11.1c	95% Quantities and EOPCC	\$ 1,880.00
11.1d	Draft EDR	\$ 4,492.00
11.1e	Draft CSPP	\$ 4,126.00
11.1f	95% City/Airport Review Meeting	\$ 1,022.00
11.1g	Plans-in-Hand Site Visit	\$ 2,044.00
Task 12.0 Final Construction Documents (100% Sealed Documents)		\$ 29,702.00
12.1a	Final Design Plans	\$ 13,318.00
12.1b	Final Contract Documents and Specifications	\$ 4,444.00
12.1c	Final Quantities and EOPCC	\$ 3,144.00
12.1d	Final EDR	\$ 4,444.00
12.1e	Final CSPP	\$ 3,330.00
12.1f	100% City/Airport/FAA/ADOT Review Meeting	\$ 1,022.00
ALLOWANCES & SUB-CONSULTANT COSTS		\$ 29,400.00
14.1	Allowance for Mileage to Meetings and Site Visits	\$ 300.00
14.2	Geotechnical Investigation & Report (Speedie - Fixed Cost)	\$ 19,100.00
14.3	Owner's Allowance	\$ 10,000.00
TOTAL COST:		\$ 269,529.00

	Principal \$ 294.00	Project Manager \$ 205.00	Sr. Eng / QAQC Manager \$ 189.00	Project Engineer (PE) \$ 169.00	Assistant Engineer (EIT) \$ 137.00	Designer \$ 123.00	Survey Manager (RLS) \$ 145.00	Survey Crew \$ 165.00	Admin Assistant \$ 84.00	< PROJECT ROLE < HOURLY RATES
TASK DESCRIPTION										TOTAL HOURS PER TASK
Task 1.0 Project Description & Scope of Construction										
Task 2.0 Assignment										
Task 3.0 Project Schedule	0	6	0	8	4	0	0	0	0	18
3.1 Production Schedule				2	4					6
3.3 Monthly Design and Progress Reports		6		6						12
Task 4.0 Quality Control	0	2	48	8	8	0	0	0	0	66
4.1 Prepare Quality Control Plan		2		8	8					18
4.2 Draft & Final Submittals QA/QC			48							48
Task 5.0 Preliminary Research	0	4	0	12	24	21	12	48	0	121
5.1 Perform Document Search and Research		2		8	16					26
5.1f Investigate Existing Conditions		2		4	8					14
5.1g Survey						21	12	48		81
Task 6.0 Utility/Agency Coordination (Not applicable)	0	0	0	0	0	0	0	0	0	0
Task 7.0 Geotechnical Investigation (Fixed Cost)	0	0	0	0	0	0	0	0	0	0
Task 8.0 Programming	0	14	0	16	16	0	0	0	0	46
8.1a Project Kick-Off Meeting		2		4	4					10
8.2a Project Coordination Meetings		12		12	12					36
Task 9.0 Schematic Design (30% Document Review)	0	26	0	134	154	144	0	0	0	458
9.1a 30% Design Plans		12		80	100	140				332
9.1b 30% Quantities and EOPCC		4		8	16	4				32
9.1c Draft EDR		4		40	32					76
9.1d 30% City/Airport/FAA/ADOT Review Meeting		2		2	2					6
9.1e Plans-in-Hand Site Visit		4		4	4					12
Task 10.0 Design Development (60% Document Review)	0	36	0	130	158	104	0	0	0	428
10.1a Construction Phasing Workshop		4		4	4					12
10.1b 60% Design Plans		8		48	72	96				224
10.1c Draft Contract Documents and Specifications		8		24	36					68
10.1d 60% Quantities and EOPCC		2		4	8	4				18
10.1e Draft EDR		4		20	16					40
10.1f Draft CSPP		4		24	16	4				48
10.1g 60% City/Airport Review Meeting		2		2	2					6
10.1h Plans-in-Hand Site Visit		4		4	4					12
Task 11.0 Construction Documents (95% Document Review)	0	24	0	76	86	74	0	0	0	260
11.1a 95% Design Plans		4		30	40	70				144
11.1b Draft Contract Documents and Specifications		4		14	14					32
11.1c 95% Quantities and EOPCC		2		4	4	2				12
11.1d Draft EDR		4		12	12					28
11.1e Draft CSPP		4		10	10	2				26
11.1f 95% City/Airport Review Meeting		2		2	2					6
11.1g Plans-in-Hand Site Visit		4		4	4					12
Task 12.0 Final Construction Documents (100% Sealed Documents)	18	20	0	46	52	44	0	0	0	180
12.1a Final Design Plans	4	6		16	24	40				90
12.1b Final Contract Documents and Specifications	4	4		8	8					24
12.1c Final Quantities and EOPCC	2	2		8	4	2				18
12.1d Final EDR	4	4		8	8					24
12.1e Final CSPP	4	2		4	6	2				18
12.1f 100% City/Airport/FAA/ADOT Review Meeting		2		2	2					0

ID	Task Name	Duration	Start	Finish	Predecessors																																																				
1	RW 4R-22L Rehabilitation - Design Schedule	184 days	Mon 1/23/23	Thu 10/5/23		23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15
2	PRE-DESIGN PHASE	41 days	Mon 1/23/23	Mon 3/20/23																																																					
3	Project Kick-Off Meeting	1 day	Mon 1/23/23	Mon 1/23/23																																																					
4	Investigate Existing Conditions	1 day	Tue 1/24/23	Tue 1/24/23 3																																																					
5	Geotechnical Investigation	40 days	Tue 1/24/23	Mon 3/20/23 3																																																					
6	Prepare Base Map & Survey Control Plan	10 days	Tue 1/24/23	Mon 2/6/23 3																																																					
7	Perform Document Search and Research	4 days	Tue 1/24/23	Fri 1/27/23 3																																																					
8	Prepare Quality Control Plan	4 days	Tue 1/24/23	Fri 1/27/23 3																																																					
9	30% SCHEMATIC DESIGN	53 days	Tue 2/21/23	Thu 5/4/23 8																																																					
10	30% Design Documents	25 days	Tue 2/21/23	Mon 3/27/23 5FS-20 days																																																					
11	30% Submittal to City/Airport/FAA/ADOT	1 day	Tue 3/28/23	Tue 3/28/23 10																																																					
12	30% City/Airport/FAA/ADOT Review	25 days	Wed 3/29/23	Tue 5/2/23 11																																																					
13	30% City/Airport/FAA/ADOT Review Meeting	1 day	Wed 5/3/23	Wed 5/3/23 12																																																					
14	Plans-in-Hand Site Visit	1 day	Thu 5/4/23	Thu 5/4/23 13																																																					
15	60% DESIGN DEVELOPMENT	40 days	Fri 5/5/23	Thu 6/29/23 14																																																					
16	60% Design Documents	25 days	Fri 5/5/23	Thu 6/8/23 14																																																					
17	60% Submittal to City/Airport	1 day	Fri 6/9/23	Fri 6/9/23 16																																																					
18	60% City/Airport Review	12 days	Mon 6/12/23	Tue 6/27/23 17																																																					
19	60% City/Airport Review Meeting	1 day	Wed 6/28/23	Wed 6/28/23 18																																																					
20	Plans-in-Hand Site Visit	1 day	Thu 6/29/23	Thu 6/29/23 19																																																					
21	95% CONSTRUCTION DOCUMENTS	30 days	Fri 6/30/23	Thu 8/10/23 20																																																					
22	95% Design Documents	10 days	Fri 6/30/23	Thu 7/13/23																																																					
23	95% Submittal to City/Airport	1 day	Fri 7/14/23	Fri 7/14/23 22																																																					
24	95% City/Airport Review	17 days	Mon 7/17/23	Tue 8/8/23 23																																																					
25	95% City/Airport Review Meeting	1 day	Wed 8/9/23	Wed 8/9/23 24																																																					
26	Plans-in-Hand Site Visit	1 day	Thu 8/10/23	Thu 8/10/23 25																																																					
27	FINAL 100% SEALED DOCUMENTS	40 days	Fri 8/11/23	Thu 10/5/23																																																					
28	100% Design Documents	8 days	Fri 8/11/23	Tue 8/22/23 26																																																					
29	100% Submittal to City/Airport/FAA/ADOT	1 day	Wed 8/23/23	Wed 8/23/23 28																																																					
30	100% City/Airport/FAA/ADOT Review	25 days	Thu 8/24/23	Wed 9/27/23 29																																																					
31	100% City/Airport/FAA/ADOT Review Meeting	1 day	Thu 9/28/23	Thu 9/28/23 30																																																					
32	Compile Design Files/Package Submittal	4 days	Fri 9/29/23	Wed 10/4/23 31																																																					
33	100% Bid-Ready Submittal to City/Airport	1 day	Thu 10/5/23	Thu 10/5/23 32																																																					
Chandler Municipal Airport Runway 4R-22L Rehabilitation Dibble - 11/16/2022		Task		External Tasks		Inactive Summary		Start-only		Deadline																																															
		Split		External Milestone		Manual Task		Finish-only																																																	
		Milestone		Inactive Task		Manual Summary Rollup		External Milestone																																																	
		Summary		Inactive Milestone		Manual Summary		Progress																																																	
		Project Summary		Inactive Milestone		Manual Summary																																																			

November 10, 2022

Duane Dana, P.E.
Dibble Engineering
7878 North 16th Street, Suite 300
Phoenix, AZ 85020

**RE: Proposal for Pavement Evaluation
Chandler Airport Runway 4R-22L Rehabilitation
2380 South Stinson Way
Chandler, AZ
Proposal No. 82745 S**

Mr. Dana:

Speedie & Associates, Inc. look forward to continuing our relationship with Dibble Engineering in helping you improve Chandler Municipal Airport in Chandler, Arizona. In response to the request for proposal, we hereby provide our scope of work and cost proposal to conduct a pavement evaluation at the above referenced site that will assist your team in developing pavement rehabilitation/design requirements.

All work on this project will be carried out by our forces located in our Phoenix office under the overall supervision of Gregg A. Creaser, P.E., who is the President of the firm and a registered Professional Engineer in the state of Arizona. The only outside services will be contract asphalt coring and drilling by Penhall and Resilient Drilling who will core/drill the borings under the direct supervision of our field engineers. An alternate option is provided and discussed below for falling weight deflectometer testing (FWD) by The Transtec Group, Inc. The following is a list of the primary personnel that will be assigned to work on or support this project. All personnel will be made available on an as-needed basis to complete this project on time and respond to questions throughout the design.

Geotechnical Engineering Services

Gregg A. Creaser, P.E. – Principal in Charge/Project Manager – Geotechnical Services
Todd B. Hanke, P.E. – Senior Project Manager
Ken Euge – Project Coordinator
Keith R. Gravel, P.E. – Project Manager
Nik Vitale, P.E. – Staff Engineer - Field Logging
Jack Stransky, E.I.T. – Staff Engineer - Field Logging

Speedie & Associates is committed to providing a high level of service to its clients, according to their needs. If some portion of this proposal does not meet the current needs or desires of the Design Team, Speedie & Associates is willing to consider appropriate modifications, subject to the standards of care which we adhere to as professionals. Modifications in the scope, methodology, or other terms and conditions may result in changes in the estimated fees and changes in the risks which the client will necessarily assume. This investigation and pavement design will be based on the guidelines of FAA AC No. 150/5320-6G with modifications. It is assumed that the owner and/or client will provide the anticipated traffic data required to complete the pavement design analysis. The intent of this geotechnical investigation is to gather soil related information and to provide new airfield pavement designs that will

meet the FAA requirements, based on the anticipated loading. The scope of work anticipated has been broken down as follows:

SCOPE/FEE

This project will include the evaluation and recommendations for rehabilitation of the south parallel runway (Runway 4R-22L) at Chandler Municipal Airport (CHD). The runway is approximately 4,870 feet in length, 75 feet in width, and contains 10 foot wide paved shoulders. There are a total of five access connector taxiways along the length of the runway. The information from this investigation will be used to evaluate the existing pavement and subgrade conditions and make recommendations for rehabilitation and/or reconstruction of the runway pavement along with a limited area of the associated connector taxiways to meet FAA standards. It is assumed that the new/rehabilitated airfield pavement will be designed based on traffic data to be provided by the client.

The following Tasks are anticipated to complete this project based on our current understanding of the project and the guidelines outlined within FAA AC No. 150/5320-6G. An alternate supplemental field investigation using a FWD is provided as Task 2B. This option would be done to allow for additional formation and would reduce the number of borings in the pavement.

Task 1 Project Preparation – We will review all available as-built pavement information and previous soils reports provided. We will participate in one on-site meeting with the design team to go over project details and establish ideal locations to advance soil borings. The frequency and depth of soil borings may be modified based on the final configuration and access restrictions. Once a final boring location layout has been determined we will contact the airport and coordinate field activities.

We will mark the proposed boring locations in the field with the locations to be approved by the client and owner. Speedie & Associates will take reasonable precautions to avoid damage to subterranean structures, pipelines and utilities including notifying AZ811 (Blue Stake), subcontracting a private utility locator to locate traceable utilities and reviewing any utility plans provided by the client. The client (and owner) agree Speedie & Associates is not responsible for any damages to underground structures, pipelines and utilities that are not traceable, not called to our attention and/or correctly shown on the plans furnished to Speedie & Associates.

Task 2A Field Investigation – For this option we propose to conduct a traditional geotechnical investigation with coring and boring completed as has been done previously at this airport. We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling eleven (11) pavement borings to depths of approximately 10 feet below existing ground surface, or auger refusal, whichever comes first. Borings will be advanced within the runway alternating the offset side and distance from centerline. In addition, a limited number of borings will be advanced within the connector taxiway pavement. **The base fee assumes all nighttime work due to the field work being conducted on the runway. If daytime testing is an option, please contact this office for a revised fee.**

Prior to drilling, the pavement will be cored in order to obtain accurate pavement depth, evaluate the condition of the asphalt, and minimize damage to the existing pavement. We anticipate that drilling activities can be completed with a standard truck-mounted drill rig. This drilling equipment has a maximum operating height of 30 feet. An airport flag will be installed at the top of the drill rig mast. Vehicles will be equipped with an airport beacon light. Once completed, the borings will be backfilled with cuttings and patched with cold patch asphalt.

Task 2B **Alternate Investigation** – As an alternate approach, we propose to supplement the field investigation with falling weight deflectometer testing. This is a non-destructive test method that measures the deflection of the pavement. The primary advantages are the speed of operation, the number of data points that can be obtained, no damage to the pavement, and the ability to accurately assess the strength of the pavement and subgrade at frequent intervals. Approximately 150 to 200 test locations can be completed in an 8-hour shift. Testing will follow the procedures outlined in FAA AC No. 150/5370-11B.

This data can be used to optimize pavement repair strategies and estimate remaining life in the pavement. This frequent data can also be used to help delineate repair limits or pavements with apparent different structures. With this option a reduced number of pavement cores and borings would be required. For this option, the 11 borings proposed above would be reduced to 5 borings and we would spend 1 night completing as many tests as possible within the runway and associated connector taxiways.

Task 3 **Laboratory Analysis** - Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. The following tests will be conducted (number of tests):

- a. Grain Size Analysis (6)
- b. Plasticity Index (6)
- c. Standard Moisture Density Relations (2)
- d. CBR (2)
- e. In-place Moisture/Density (6)

Task 4 **Analysis and Report** – We will participate in local discussions with the design team and explore alternative cost saving options. This process will include review of the aircraft data/loading and layout plans provided by Dibble Engineering. We will communicate alternative pavement sections to be considered in the design.

Once the possible pavement options and layouts have been formalized, we will analyze the data obtained from field and laboratory testing and prepare a draft report presenting all data obtained, including individual Log of Test Borings, Tabulation of Test Data and recommendations including the following:

- 1. Existing pavement and subgrade condition, including Asphalt Concrete thickness and base thickness (if any).
- 2. Recommendations for rehabilitation of the runway pavement based on the findings of the field investigation and FAA requirements.

3. Alternate new/reconstructed asphalt concrete pavement designs if required based on the findings from the investigation and anticipated airplane traffic provided by the airport.
4. Alternative pavement designs as dictated by soil conditions encountered and re-use of materials for sustainable design.
5. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
6. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
7. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
8. Local excavation and trenching conditions and stability considerations.
9. General subgrade conditions and recommendations to fix any unstable conditions encountered
10. Modulus values for the asphalt surface, aggregate base, and subgrade (if the option to use the FWD is selected).
11. Plots showing the deflection and modulus values by station down the runway (if the option to use the FWD is selected).

Once the design team has reviewed the draft report, we will issue a final report with resolution of all comments.

FEE

We propose to provide the services set forth herein for the following not to exceed amounts, which includes all testing, engineering, reimbursable expenses, one copy of the report and an electronic (pdf format) file emailed upon completion. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of \$25.00 per report. Charges for our services have been determined on the basis of our Standard Fee & Rate Schedule which is attached. Two options are provided, with the first option being a traditional geotechnical investigation as outlined in Task 2A and an alternate investigation that incorporates FWD testing as outlined in Task 2B

Option	Description	Fee	
Soil Borings Only	Geotechnical Investigation & Report	\$ 12,500.00	Accept ☐ Decline ☒
Soil Borings and FWD	Geotechnical Investigation & Report	\$ 19,100.00	Accept ☒ Decline ☐

The fee estimate assumes nighttime field operations and does not include delays in the field not caused by Speedie and Associates and its subcontractor. The amount does not include client meetings, additional consultation or other services not specifically stated in this proposal. Should our studies encounter conditions, which warrant additional investigation and/or testing, such conditions will be reviewed with you prior to proceeding.

We have the staff available to begin work immediately upon notice to proceed. Currently 15 to 20 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for auger borings should take one to two days (access and weather permitting). Lab testing will require about 6 weeks. We

can provide preliminary information a few days after drilling the site. The complete report will be issued within ten days of lab testing completion. **This schedule is subject to change depending on our workload when Notice to Proceed is received.** As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please attach this proposal to your standard contract for professional services.

Respectfully submitted,
SPEEDIE & ASSOCIATES, LLC

A handwritten signature in blue ink, appearing to read "Todd Hanke", written in a cursive style.

Todd B. Hanke, P.E.
Senior Project Manager

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

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

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

EXHIBIT "D"

SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at <http://www.chandleraz.gov/udm>.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

EXHIBIT "E"
FEDERAL REQUIREMENTS

**FAA CONTRACT FEDERAL DOCUMENTS
FOR PROFESSIONAL SERVICES
CITY OF CHANDLER**

FAA PROFESSIONAL SERVICES FEDERAL DOCUMENTS

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Terms / Notes:

- a) In this Contract, “Prime” represents either the Prime Consultant or the Prime Contractor for this contract.
- b) In this Contract, “Sub-Tiers” represents all tiers of subconsultants/subcontractors.
- c) In this Contract, “City of Chandler” represents the Owner and “Owner” represents City of Chandler.

FAA FEDERAL PROVISIONS

THIS PAGE/DOCUMENT REQUIRES ACTION. CONSULTANT MUST ANSWER QUESTION ITEMS 1) AND 2) AND SIGN THE BOTTOM OF THE DOCUMENT PAGE.

CERTIFICATION OF PRIME/OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that

IT IS (☐); a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

OR

IS NOT (☐); a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) The applicant represents that

IT IS (☐); a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

OR

IS NOT (☐) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the City of Chandler about its tax liability or conviction to the City of Chandler, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

SIGNATURE VERIFICATION OF THIS DOCUMENT PAGE: _____

ACCESS TO RECORDS AND REPORTS

The Prime must maintain an acceptable cost accounting system. The Prime agrees to provide the City of Chandler, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Prime which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Prime agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Prime or its Sub-Tiers may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

City of Chandler will provide Prime written notice that describes the nature of the breach and corrective actions the Prime must undertake in order to avoid termination of the contract. City of Chandler reserves the right to withhold payments to the Prime until such time the Prime corrects the breach or the City of Chandler elects to terminate the contract. The City of Chandler's notice will identify a specific date by which the Prime must correct the breach. City of Chandler may proceed with termination of the contract if the Prime fails to correct the breach by the deadline indicated in the City of Chandler's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN

This "Buy American" Provision is included in all FAA funded contracts, Construction and Professional Services contracts, to ensure that the Buy American requirements are complied with for design, construction, procurement, construction management, and any other additional phases to this FAA project.

The **Buy American** preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA. Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. The City of Chandler may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- a. Applying the provision is not in the public interest.
- b. The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
- c. The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- d. Applying this provision would increase the cost of the overall project by more than 25 percent.

Contract Types

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

FAA BUY AMERICAN PREFERENCE

The Prime certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. Statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in the AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Wivers Issued list. BABA and Made in America laws included herein with their bid or offer. The City of Chandler will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Prime, Bidder, or Offeror certifies that all construction materials, defined to mean an article, material, or supply other than an item of primarily iron or steel, a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of; non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Prime agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

TITLE VI

The City of Chandler, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 Primes, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Prime agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Prime agrees to report any violation to the City of Chandler immediately upon discovery. The City of Chandler assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Prime must include this requirement in all subcontracts that exceed \$150,000.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Professional Services – This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

1. Overtime Requirements:

No Prime or Sub-Tiers contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages:

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Prime and any Sub-Tiers responsible therefor shall be liable for the unpaid wages. In addition, such Prime and Sub-Tiers shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages:

The Federal Aviation Administration (FAA) or the City of Chandler shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Prime or Sub-Tiers under any such contract or any other Federal contract with the same Prime, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime, such sums as may be determined to be necessary to satisfy any liabilities of such Prime or Sub-Tiers for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subconsultants/Subcontractors:

The Prime and Sub-Tiers shall insert in all subcontracts for this contract, the clauses set forth in paragraphs (1) through (3) and also a clause requiring the Sub-Tier to include these clauses in any lower tier subcontracts. The Prime shall be responsible for compliance by any Sub-Tiers with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND "ANTI-KICKBACK" ACT

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback requirements.

Prime must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Prime and Sub-Tiers are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Prime and each Sub-Tier must submit to the City of Chandler, a weekly statement on the wages paid to each employee performing on covered work during the prior week. City of Chandler must report any violations of the Act to the Federal Aviation Administration.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

The Prime, by signing this contract, certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER PRIMES REGARDING DEBARMENT

Each Sub-Tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Prime and/or successful bidder will accomplish this by:

Checking the System for Award Management at website: <http://www.sam.gov>.

Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

Inserting a clause or condition in the covered transaction with all Sub-Tier contracts.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

***The City of Chandler requires that each Prime/Sub-Tier certify to the above regarding debarment. A Certification Form will be included in the City of Chandler Subconsultant/Sub-Tiers Approval Packet.*

DISADVANTAGED BUSINESS ENTERPRISE

The City of Chandler's award of this contract is conditioned upon Prime, Bidder, or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53. The City of Chandler's DBE Goal is Race Neutral, with a Race Neutral DBE Goal established at

As a condition of responsiveness, the Prime/Bidder/Offeror must submit the following information on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Prime, Bidder, Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Prime, Bidder, or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The City of Chandler's award of this contract is conditioned upon Prime, Bidder, or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Prime, Bidder, or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Prime, Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Prime, Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Prime, Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- A.** The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Chandler Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The City of Chandler encourages participation by all firms qualifying under this solicitation/contract regardless of business size.

For the following **Contract Assurance** clause:

"Contractor" represents Prime, Consultant, Contractor, Bidder, Offeror.

"subrecipient or subcontractor" represents any and all Sub-Tiers, Subconsultants, Subcontractors, Lower Tier Subconsultants, Lower Tier Subcontractors.

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor 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 recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Termination of DBE Subcontracts

The Prime must not terminate a DBE Subconsultant/Subcontractor without prior written consent of the City of Chandler. This includes, but is not limited to, instances in which the Prime seeks to perform work originally designated for a DBE with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Prime shall utilize the specific approved DBEs contracted to perform the work and supply the materials for which each is listed unless the Prime obtains written consent of the City of Chandler. Unless the City of Chandler consent is provided, the Prime shall not be entitled to any payment for work or material unless it is performed or supplied by the approved and contracted DBE.

City of Chandler may provide such written consent only if City of Chandler agrees, for reasons stated in the concurrence document, that the Prime has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before submitting the termination/substitution request to City of Chandler, the Prime must give notice in writing to the DBE, with a copy to the City of Chandler, of its intent to request to terminate and/or substitute, and the reason for the request.

The Prime must give the DBE five (5) days to respond to the Prime's notice and advise the City of Chandler and Prime of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Chandler should not approve the termination. If required in a particular case as a matter of public necessity (e.g., safety), the City of Chandler may provide a response period shorter than five days.

PROMPT PAY

The Prime agrees to pay each Subconsultant/Subcontractor under this contract for satisfactory performance of its contract no later than **Seven (7)** days from the receipt of each payment the Prime receives from the City of Chandler. The Prime agrees further to return retainage payments to each Subconsultant/Subcontractor within **Seven (7)** days after the work is satisfactorily completed. Subconsultants/Subcontractors that have lower tiers, must follow the same **Seven (7)** payment requirement. When receipt of payment from the Prime, the Subconsultant/Subcontractor must then pay the lower tier(s) no later than **Seven (7)** days from the day/date of receipt from the Prime. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Chandler. This applies to all Subconsultants/Subcontractors both DBE and non-DBE Subconsultants/Subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, it is encouraged to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. This clause must be included in all subcontracts where the subcontract work exceeds \$10,000 and involves driving a motor vehicle in performance of work activities associated with this contract.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Prime and Subconsultants/Subcontractors agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Prime has full responsibility to monitor compliance to the referenced statute or regulation. The Prime must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this Contract and/or bid/proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include the installation of noise monitoring equipment.

(a) The Prime agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Prime agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written, oral policies or employee custom. The term does not include separate, single-user rest rooms, necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Prime shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their Subconsultant's/Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The City of Chandler may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the City of Chandler, the Prime must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the City of Chandler all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

City of Chandler agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

City of Chandler further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by City of Chandler:** The City of Chandler may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by City of Chandler approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the City of Chandler all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

City of Chandler agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

City of Chandler further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the City of Chandler determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the City of Chandler issued the termination for the convenience of the City of Chandler.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the City of Chandler:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, City of Chandler agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If City of Chandler and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the City of Chandler's breach of the contract.

In the event of termination due to City of Chandler breach, the Consultant is entitled to invoice City of Chandler and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. City of Chandler agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

VETERANS

This Provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Prime and all sub-tiers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Prime/Bidder/Offeror certifies by signing, that, to the greatest extent practicable, has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S. (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

APPENDIX A
FAA FEDERAL GUIDE
FOR
CONSULTANTS / SUBCONSULTANTS

Federal Funded Contract Guide for Professional Services

This is an FAA federal funded contract

1. THIS IS AN FAA FEDERAL FUNDED CONTRACT / PROJECT. There is a ZERO TOLERANCE for compliance of the federal requirements. FAA can take back federal funds for non-compliance.
2. THIS CONTRACT GUIDE MUST BE INCLUDED IN ALL SUBCONTRACTS. This document will be included in the Subconsultant subcontract federal documents that the City will provide.
3. RECORD RETENTION REQUIREMENTS: Records must be maintained by all Consultants / Subconsultants for five (5) years following completion.
4. Notice to all Consultants/Subconsultants: Cannot work on a federal funded contract if Consultant/Subconsultant has outstanding unresolved federal tax liens, or has an open/current federal contract debarment. It is highly recommended to be registered in "SAM". All Consultants/Subconsultants will be required to sign a verification certification to this requirement.
5. SUBCONSULTANTS
 - a. Subconsultants must be approved prior to subcontract work start.
 - b. Any subconsultant billing for work dated prior to Consultant Contract Start Date or City of Chandler subconsultant approval date will not be approved and paid.
 - c. City of Chandler will provide requirements for subcontracts and subconsultant approval process AFTER Contract Award. There are federal documents that must be included in all subcontracts.
 - d. All Consultants / Subconsultants must be registered in the AZ UTracs System and have a 5-digit UTracs Number and must be current. Please update the Profile/Registration if it has expired. Subconsultant Requests will not be approved unless this is current.
 - e. DBE Subconsultants is required to submit the DBE Final Payment Cert form after their subcontract work is complete and/or must be submitted prior to final payment to the Prime Consultant.
6. DBE REPORTING
 - a. Monthly reporting of payments made/received is required by Prime Consultant and all subconsultants.
 - b. Reporting process will be provided at the Kick Off meeting. Based on various project items, reporting may be utilizing the ADOT DOORS system. Therefore, all Consultants and Subconsultants should be registered in the DOORS system.
 - c. Penalties may be assessed for non-reporting.
7. PROMPT PAY
 - a. Prime must pay subconsultants within seven (7) days of receiving payment from City of Chandler.
 - b. Subconsultants must pay lower tiers within seven (7) days of receiving payment from Prime.
 - c. Penalties may be assessed for Prompt Pay discrepancies. All Prompt Pay discrepancies will need to be reviewed and documented.
8. BUY AMERICAN / BABA REQUIREMENTS
 - a. Communicate this section clearly with all subconsultants, suppliers, and vendors.
 - b. Materials to be used on this project must follow the 'BUY AMERICAN' requirements and the recently federal required "BABA" requirements effective 05-14-2022.
 - c. **FAA IS "BUY AMERICAN".** (FHWA / FTA Funded Projects- BUY AMERICA).

APPENDIX B

FAA

DBE DOCUMENTS / FORMS / INSTRUCTIONS

DBE REQUIREMENTS / GUIDE / FORMS

1. A Subconsultant Payment Summary form will be required each month with your pay applications. (see Federal Guide for additional pay application instructions).
2. Subconsultant Payment Reporting is required monthly. The City of Chandler will provide reporting process at the Kick Off Meeting.
3. No DBE Subconsultant contracted work can be removed from DBE Subcontract without the City of Chandler's approval.
4. FAA DBE Forms 1,2,3,4 must be submitted prior to contract work start.
5. FAA DBE Form 5 must be submitted only if applicable.

IMPORTANT GUIDE NOTES

NOTE A: All Primes must follow the DBE Forms/Procedures. Failure to submit the required documents by the stated time and in the manner herein specified shall be cause for the Contract to be terminated.

NOTE B: All Consultants and Subconsultants must be registered in the AZ Utracs System. Failure to be registered in the AZ Utracs System shall be cause for termination / reject of subcontracts.

<https://utracs.azdot.gov>

NOTE C: Use Forms Provided in the Contract.

NOTE D: All Forms to be submitted to: janece.ray@chandleraz.gov

INSTRUCTIONS

1. SUBMIT TO CITY OF CHANDLER BEFORE CONTRACT WORK BEGINS

Submit to: Janece Ray: janece.ray@chandleraz.gov

- FAA DBE Form 1 – DBE Goal Assurance
- FAA DBE Form 2 – Bidders/Proposers List
- FAA DBE Form 3 – DBE Prime Participation Affidavit
- FAA DBE Form 4 – DBE Individual Affidavit (one for each DBE Subconsultant)

ONLY IF APPLICABLE:

- FAA DBE Form 5 – DBE Prime Participation Good Faith Effort (**Only if Applicable**)

2. DBE FORMS – due as applicable

- FAA DBE Form 6 – DBE Termination Substitution Request

This form must be submitted as soon as Prime is aware that a termination or substitution is needed. Do not proceed until City of Chandler has been notified and federal required procedures are identified.

- FAA DBE Form 7 – DBE Certification of Final Payment

This form will be required for all DBE Subconsultants prior to final payment to Prime.

The amount listed as total amount paid to DBE Subconsultant must match the total amount reported As paid to the applicable DBE Subconsultant throughout the subcontract work.



**CITY OF CHANDLER
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
DBE GOAL ASSURANCE**

PROJECT NAME	
CITY PROJECT NO	
FAA NO	

The undersigned, fully cognizant of the requirements and of City of Chandler FAA Tri-Annual Goal of 11.57% hereby certified that in the preparation of this bid for FAA federal aid project listed above, that:

CHECK ONE:

☐	The Prime or Bidder has identified one or more DBE's and arrangement with certified DBE(s).
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OR

☐	The Prime or Bidder has been unable to obtain arrangement of DBE(s) subcontract.
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Prime will submit the following:

- FAA DBE Form 1 - DBE Goal Assurance (this form)
- FAA DBE Form 2 - Bidders / Proposers List
- FAA DBE Form 3 - Prime Participation Affidavit
- FAA DBE Form 4 - Individual DBE Subconsultant Participation Affidavit (one for each DBE)

And, ONLY, if the use of a DBE has become unobtainable:

FAA DBE Form 5 - Good Faith Effort Document

Authorization

Name of Firm (Print)	
Name of Authorized Officer of Firm (Print)	
Title of Authorized Officer of Firm (Print)	
Signature of Authorized Officer of Firm	
Date	



**CITY OF CHANDLER
BIDDERS-PROPOSERS LIST**

PROJECT NAME	
CITY PROJECT NO	
FAA NO	

Firm Name	AZ Utracs No (5-digit)	Email Address	Telephone	DBE YES / NO

Add additional pages as applicable.



**CITY OF CHANDLER
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PRIME PARTICIPATION AFFIDAVIT**

PROJECT NAME	
CITY PROJECT NO	
FAA NO	
PRIME	

DBE FIRM NAME	SCOPE OF WORK	SUBCONTRACT AMOUNT	ADJUSTMENTS	TOTAL DBE CREDIT DOLLAR AMOUNT

A	TOTAL DBE CREDIT DOLLAR AMOUNT: →	
B	CONTRACT BID AMOUNT: →	
C.	TOTAL PERCENT (%) DBE COMMITMENT: →	

The undersigned agrees that formal agreements/subcontracts with the listed DBE Firms will occur for the work cited herein should this contract be awarded.

Name- Authorized DBE Firm Officer (print)	
Title (Print)	
Signature/Date	

**CITY OF CHANDLER
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
INDIVIDUAL DBE FIRM PARTICIPATION AFFIDAVIT**

PROJECT NAME	
CITY PROJECT NO	
FAA NO	
PRIME	

BID ITEM (1,2,3,4)	DESCRIPTION OF WORK	NAICS CODE	QUANTITY	UNIT PRICE	AMOUNT

A	SUBTOTAL →	
B	DBE Listed Firm will sublet out this amount to a lower tier Certified DBE Firm: →	
C.	DBE Listed Firm will sublet out this amount to a lower tier NON-DBE Firm: →	
	TOTAL DBE CREDIT : Line A Amount (-) minus Line C Amount = -→	

CONFIRMATION OF PARTICIPTION: The undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime contractor receive award of this contract from the Purchaser.

Name- Authorized DBE Firm Officer (print)	
Title (Print)	
Signature/Date	



**CITY OF CHANDLER
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PRIME GOOD FAITH EFFORT**

To be used when attempted DBE subcontract solicitation is unsuccessful.

PROJECT NAME	
CITY PROJECT NO	
FAA NO	
PRIME	

The Prime/Contractor/Bidder reasonably, with available means, and with good faith effort attempted to solicit/obtain subcontract(s) with DBE Firm (s) and was unsuccessful and was out of Prime/Contractor/Bidder's control to complete the effort.

Description of solicitation efforts:

Type of Subcontract Work Solicited for DBE Subcontract(s)

Approximate Number of DBE Firms Contacted:

The undersigned agrees that formal agreements/subcontracts with the listed DBE Firms will occur for the work cited herein should this contract be awarded.

Name- Authorized DBE Firm Officer (print)	
Title (Print)	
Signature/Date	



**CITY OF CHANDLER
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
DBE SUBSTITUTION OR TERMINATION REQUEST**

PROJECT NAME	
CITY PROJECT NO	
FAA NO	
PRIME	

TYPE OF REQUEST:

☐	Substitution	☐	Reduction of Scope/Dollars	☐	Termination
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CURRENT DBE FIRM

Has DBE Firm been notified of changes in writing – yes or no: If yes, attach copy of notification to this request	
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REASON FOR REQUEST:

☐	City of Chandler Changes
☐	DBE Firm failed or refuses to execute written contract
☐	DBE Firm failed to perform work in accordance with normal industry standards; or fails to meet prime's reasonable, nondiscriminatory bond requirements.
☐	DBE Firm has become bankrupt, insolvent, suspension or debarment
☐	DBE Firm is voluntarily withdrawing from the project and has provided written notice
☐	DBE Firm has become ineligible to receive DBE Credit for the work required
☐	Explanation and/or Other:

FOR SUBSTITUTION:

Name of replacement DBE Firm:	
Subcontract Amount:	
Will the Scope of Work be the same	
Explanation if different scope of work	
**IMPORTANT: FAA DBE Form 4 DBE Individual Affidavit Form is attached for replacement DBE Firm	

Prime - Name (print)	
Title (Print)	
Signature/Date	

CITY OF CHANDLER AGENCY REVIEW

APPROVE / REJECT	
Name / Title (Print)	
Signature / Date:	



**CITY OF CHANDLER
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
DBE FINAL PAYMENT CERTIFICATION**

PROJECT NAME	
CITY PROJECT NO	
FAA NO	
PRIME	
DBE FIRM	
DBE FIRM UTRACS NO	
TOTAL AMOUNT PAID TO DBE FIRM	

THIS FORM IS REQUIRED FOR ALL DBE SUBCONSULTANTS/SUBCONTRACTORS AND MUST BE SUBMITTED TO CITY OF CHANDLER AT THE END OF THE DBE SUBCONTRACT WORK COMPLETION.

Instructions:

Fill out Form

Amount Paid must match what was reported during the course of the contract work.

DBE Firm and Prime Contractor Sign/Date

Submit to the City of Chandler – Janece.ray@chandleraz.gov

DBE FIRM AUTHORIZATION

Name- Authorized DBE Firm Officer (print)	
Title (Print)	
Signature/Date	

PRIME AUTHORIZATION

Name- Authorized Prime Officer (print)	
Title (Print)	
Signature/Date	

CITY OF CHANDLER REVIEW/VERIFICATION

Name (print)	
Title (Print)	
Signature/Date	

**END OF
FEDERAL DOCUMENTS**