



PROFESSIONAL SERVICES AGREEMENT

Design Services

KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH

City Project No. TP2202-201; Federal No.: CHN0252D; ADOT No.: T038703D

Council Date: May 25, 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 **Kimley-Horn and Associates, Inc.**, a North Carolina 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 **KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH** 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 **250** 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 **\$574,883.11** 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: Kimberly Moon, P.E. 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: Dan Haskins, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov																																														
To Consultant:	<table border="1"> <tr> <td colspan="2">LEGAL COMPANY NAME:</td> <td colspan="2">Kimley-Horn and Associates, Inc.</td> </tr> <tr> <td>Mailing Address:</td> <td colspan="3">421 Fayetteville Street, Suite 600, Raleigh, NC 27601</td> </tr> <tr> <td>Physical Address:</td> <td colspan="3">7740 N. 16th Street, Suite 300, Phoenix, AZ 85020</td> </tr> <tr> <td>Statutory Agent Name:</td> <td colspan="3">N/A</td> </tr> <tr> <td>Statutory Agent Mailing Address:</td> <td colspan="3">N/A</td> </tr> <tr> <td>Statutory Agent Physical Address:</td> <td colspan="3">N/A</td> </tr> <tr> <td colspan="4">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td> </tr> <tr> <td>Name:</td> <td colspan="3">Anne DeBoard</td> </tr> <tr> <td>Title:</td> <td colspan="3">S. Project Manager</td> </tr> <tr> <td>Phone:</td> <td colspan="3">602-906-1106</td> </tr> <tr> <td>Email:</td> <td colspan="3">Anne.deboard@kimley-horn.com</td> </tr> </table>			LEGAL COMPANY NAME:		Kimley-Horn and Associates, Inc.		Mailing Address:	421 Fayetteville Street, Suite 600, Raleigh, NC 27601			Physical Address:	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020			Statutory Agent Name:	N/A			Statutory Agent Mailing Address:	N/A			Statutory Agent Physical Address:	N/A			CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE				Name:	Anne DeBoard			Title:	S. Project Manager			Phone:	602-906-1106			Email:	Anne.deboard@kimley-horn.com		
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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 Agreement 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

"CONSULTANT"

Kimley-Horn and Associates, Inc.

MAYOR

Signature

05/03/2023

Date

RECOMMENDED BY:

Adam C. Perillo, PLA

Print Name

Senior Vice President

Title

adam.perillo@kimley-horn.com

Signer Email Address

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

JMB

ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

PROJECT DESCRIPTION

The Kyrene Branch and Highline Canal Shared Use Path project consists of approximately one-quarter mile of new 10-foot wide, concrete shared-use pathway along Salt River Project's (SRP) Highline Canal beginning from the path's existing terminus at the City of Chandler/City of Tempe border and continuing southwest to Orchid Lane. This project also includes one mile of new 10-foot wide, concrete shared-use pathway along SRP's Kyrene Branch Canal beginning at the Kyrene Road and Knox Road intersection and continuing in a southwest direction to south of Linda Lane. Other improvements include separated bike lanes; traffic signals; path/street lighting; curb, gutter, and sidewalk; driveways; wayfinding, and landscape/irrigation. This is a federally funded project using FHWA funds.

DESIGN STANDARDS

DESIGN CONSULTANT shall perform Project Tasks outlined below and all work shall conform to the latest edition and amendments of the following, unless specifically noted otherwise:

- City of Chandler Standard Details and Specifications
- City of Chandler Unified Development Manual (UDM)
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction
- City of Chandler Supplements to MAG
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO Policy on Geometric Design of Highways and Streets
- The Code of the City of Chandler
- Arizona Department of Transportation Utility and Railroad Engineering Section Utility Coordination Guide For Design Consultants (UCGDC)
- Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide (PIPG)
- City of Chandler Unified Development Manual
- City of Chandler General Plan
- City of Chandler Transportation Master Plan
- 2011 National Electrical Code
- Americans with Disabilities Act (ADA) requirements
- Proposed Right Of Way Accessibility Guidelines (PROWAG) or ROWAG (if finalized during project duration)

PROJECT TASKS

1. DATA COLLECTION

a. Task 1.1: Collect and Review Existing Records

- i. DESIGN CONSULTANT will utilize and rely on existing information obtained during the previous MAG Active Transportation Design Assistance studies and will coordinate with the CITY on any additional information needed. CITY shall provide at no cost to DESIGN CONSULTANT the following, but not necessarily limited to, existing information as available: as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, and drawings of developments planned within the project area.
- ii. DESIGN CONSULTANT shall keep a log and copy of all information collected through the duration of the project, including photos, as-builts, reports, and other documents provided from CITY, stakeholders, utility companies, external agencies, and developers.
- iii. DESIGN CONSULTANT shall collect the following traffic data:
 1. Thursday AM peak period (6-10am), Thursday PM peak period (3pm-7pm), Friday PM peak period (3pm-7pm) and Saturday MD peak period (10am-2pm) intersection movement counts (including pedestrians and bicyclists) at the following locations:
 - a. Ray Road/54th Street (Weber Drive)
 - b. 54th Street (Weber Drive)/ Shopping Center Driveway approximately 375' north of Ray Rd
 - c. 54th Street (Weber Drive)/Orchid Lane
 2. Friday 3pm – Saturday 3pm and Wednesday 3pm – Thursday 3pm 24-hour parking count (in hourly intervals) along both sides of the road for the following segments:
 - a. Orchid Lane between 54th Street (Weber Drive) and Priest Drive
 - b. 54th Street (Weber Drive) between Orchid Lane and 500' south of Orchid Lane
 3. Thursday PM peak period (2pm-6pm) and Friday AM peak period (6am-10am) intersection movement counts (including pedestrians and bicyclists) at the following locations:
 - a. Ray Road/McKemy Avenue
 - b. Ray Road/Kyrene Road
 - c. Kyrene Road/Knox Road (the northern of the two Kyrene Road/Knox Road intersections, where Knox Road is west of Kyrene Road)
 4. Railroad crossing queue/delay/gate down duration and frequency analysis at railroad crossing on Ray Road ~400' west of McKemy Avenue for the same time periods as the Ray Road/McKemy Avenue intersection movement counts (Thursday 2pm-6pm and Friday 6am-10am)

2. PUBLIC UTILITY COORDINATION

a. Task 2.1 Utility Coordination

- i. DESIGN CONSULTANT shall perform utility coordination in conformance with City Design Standards and the City's Certificated Acceptance plan for the Arizona Department of Transportation (ADOT).
 1. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.

2. DESIGN CONSULTANT shall work with the CITY to coordinate the early determination of facilities that may be abandoned or deactivated.
 3. DESIGN CONSULTANT shall send Utility Conflict Review letters to each utility company notifying them of the project and defining the project scope and timeline along with Project Plans at each submittal (30%, 60%, 95%, 100%) for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements.
 4. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY each with a written record of receipt.
- ii. DESIGN CONSULTANT shall work with the CITY to facilitate utility coordination meetings following these submittals (60%, 95%). This task includes up to two (2) virtual general utility coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility coordination meetings.
 - iii. Per the SRP Design Requirements for Public Recreational Amenities on SRP Canal Rights-of-Way, DESIGN CONSULTANT shall work with the CITY to facilitate SRP coordination meetings following each submittal (60%, 95%, 100%, FINAL). This task includes up to four (4) virtual SRP coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility coordination meetings.

b. Task 2.2: Utility Locating and Verification

- i. DESIGN CONSULTANT will utilize utility mapping collected during the previous MAG Active Transportation Design Assistance studies and will supplement based on field verification.
- ii. DESIGN CONSULTANT shall transmit to the utility companies for verification and comment concerning the utility locations. DESIGN CONSULTANT shall incorporate the utility company comments into the base maps.

2. DESIGN CONSULTANT shall provide up to twenty (20) exploratory potholes at traffic signal foundations locations or other areas identified as needed up to the allotted amount. Pertinent pothole data shall be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the utility found, depth, horizontal and vertical location, size and material composition, and top and bottom elevation of the utility line exposed. Potholes shall be provided after environmental clearance, assumed to be after the 60% design submittal and included in the 95% plans.

c. Task 2.3: Utility Clearance Letter and Service Request Letters

- i. DESIGN CONSULTANT shall prepare a utility clearance letter, providing a review of proposed utility plans, including conflict evaluation, and general considerations.
- ii. DESIGN CONSULTANT shall provide load calculations for new services to the utilities and prepare service request letter.

3. PROGRESS MEETINGS

a. Task 3.1: Monthly Progress Meetings

- i. This task includes up to fourteen (14) virtual general progress meetings. DESIGN CONSULTANT anticipates a maximum of three (3) personnel attending the Progress Meetings.

- ii. This task includes one phone call update per month (14).
- iii. DESIGN CONSULTANT shall prepare and distribute meeting minutes for each Progress Meeting, including Action Items to be reviewed and updated at each Progress Meeting.
- iv. This task includes coordination of Webex and other virtual formats as needed.

b. Task 3.2: Comment Resolution Meetings

- i. Virtual Meetings shall be held no later than one week after redlines are returned to DESIGN CONSULTANT at each plan submittal. Comments Resolution Meetings are for both internal and external agency reviews.

4. PUBLIC AND STAKEHOLDER MEETINGS

a. Task 4.1: Public Meetings

- i. DESIGN CONSULTANT shall prepare for and participate in two (2) Public Information Meetings. DESIGN CONSULTANT shall prepare display boards that feature the pathway horizontal alignment with existing right-of-way and proposed temporary construction easements (TCEs) from the most recent plan submittal, and also a display board depicting the proposed pathway and roadway sections. DESIGN CONSULTANT anticipates a maximum of three (3) personnel attending the public meetings.
- ii. DESIGN CONSULTANT shall be responsible for the following:
 - 1. Assist CITY in preparing information for mailers/flyers
 - 2. Develop and setup display boards
 - 3. Prepare a meeting sign-in sheet
 - 4. Prepare project facts sheet/agenda handout for meeting
 - 5. Give a brief presentation or set up for open house style meeting. Answer questions as needed.
 - 6. Prepare and make available a public comment sheet at each meeting
 - 7. Provide beverages for each public meeting
 - 8. Provide coordination of Webex or other virtual formats as needed.
 - 9. Provide coordination with CAPA for project website and updates.
- iii. CITY shall be responsible for the following:
 - 1. Secure a location and time for each public meeting
 - 2. Prepare and distribute mailers/flyers to those residents within and adjacent to the project corridor, if required
 - 3. Prepare newspaper notice of meeting, if required

b. Task 4.2: Stakeholder Meetings

- i. DESIGN CONSULTANT shall prepare for and participate in up to four (4) Stakeholder Meetings for the duration of the project. Stakeholder meetings may include meetings with Homeowner's Associations, Condominium Associations, adjacent businesses, etc. DESIGN CONSULTANT shall prepare display boards that feature the horizontal alignment and depict existing right-of-way and proposed temporary construction easements (TCEs), and a display board depicting the proposed typical pathway and roadway sections. DESIGN CONSULTANT anticipates a maximum of three (3) personnel attending the Stakeholder Meetings.

- ii. DESIGN CONSULTANT shall be responsible for the following:
 - 1. Develop and setup display boards
 - 2. Prepare a meeting sign-in sheet
 - 3. Give a brief presentation and answer questions as needed
 - 4. Prepare and distribute meeting minutes, including Action Items to be reviewed and updated at each Stakeholder Meeting
 - 5. Provide coordination of Webex or other virtual formats as needed.
- iii. CITY shall be responsible for the following:
 - 1. Secure a location and time for each public meeting
 - 2. Send invitations to stakeholders
- iv. This task includes coordination of Webex and other virtual formats as needed.

c. Task 4.3: Transportation Commission Meeting

- i. DESIGN CONSULTANT shall prepare for and participate in one (1) City of Chandler Transportation Commission Meeting. DESIGN CONSULTANT anticipates a maximum of one (1) personnel attending the Transportation Commission Meeting.

5. PROJECT MANAGEMENT

a. Task 5.1: Project Monitoring

- i. Prepare regular monthly progress reports
- ii. Perform regular budget monitoring
 - 1. Pay applications will be submitted monthly. Invoices will be broken down to the same level of detail as the attached fee schedule. Pay applications will include a copy of the original project schedule and the current project schedule.
- iii. Perform regular schedule monitoring
 - 1. DESIGN CONSULTANT shall adhere to the production schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY.
 - 2. The following is the project schedule that the DESIGN CONSULTANT shall manage and maintain. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

Notice To Proceed (NTP)	0
Data Collection/Survey	NTP + 4 Weeks
Submit 30% Plans, Specifications, and Estimate	NTP + 12 Weeks
Submit 60% Plans, Specifications, and Estimate	NTP + 24 Weeks
Environmental Clearance	NTP + 26 Weeks
Submit 95% Plans, Specifications, and Estimate	NTP + 40 Weeks
Submit 100% Plans, Specifications, and Estimate	NTP + 50 Weeks
Submit Final Plans, Specifications, and Estimate	NTP + 58 Weeks

Award Contract

NTP + 70 Weeks

b. Task 5.2: Manage Sub-Consultants

- i. DESIGN CONSULTANT shall monitor all sub-consultants schedule and work products and ensure that all activities are coordinated.

6. DESIGN SURVEY

a. Task 6.1: Ground Survey

- i. DESIGN CONSULTANT will utilize ground survey established during the previous MAG Active Transportation Design Assistance studies.

b. Task 6.2: Topographic Survey

- i. DESIGN CONSULTANT shall perform a supplemental topographic survey where needed on existing features including approximately 3,000 linear feet of roadway and 800 linear feet of parks and drainage features. DESIGN CONSULTANT will locate CITY of Chandler control points and enough additional survey monuments in order to orient the project horizontally and vertically with the existing topographic survey.

7. RIGHT-OF-WAY (ROW) COORDINATION

a. Task 7.1: ROW Strip Map

- i. At Preliminary (15%) Design, DESIGN CONSULTANT shall prepare a right-of-way strip map overlaid on an aerial photograph of the project limits, showing existing property lines, easements, and utilities on the Kyrene Branch Canal, Kyrene Road, Ray Road, the Highline Canal, Orchid Lane and 54th Street. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for temporary construction easements (TCE) and shall include a list of identified properties and property rights. The CITY shall provide litigation (title) reports for the parcels within the project limits.

b. Task 7.2: Legal Descriptions

- i. DESIGN CONSULTANT shall provide legal descriptions and exhibits for the acquisition of temporary construction easements. No new right-of-way is anticipated for this project. DESIGN CONSULTANT shall utilize title reports (mentioned in 7.1 above) and Sectional/centerline field survey to define the boundaries of properties where new easements are anticipated. DESIGN CONSULTANT shall provide closure data for all written legal descriptions and exhibits. The scope of work includes:
 - 1. The preparation of up to five (5) written legal descriptions and exhibits, for permanent and/or temporary easements.

c. Task 7.3: ROW Documents

- i. DESIGN CONSULTANT shall submit right-of-way documents to the CITY within 30 days of the resolution of 30% plan review comments. These documents shall include legal descriptions & exhibits, copies of the right-of-way strip maps for all easements.

8. GEOTECHNICAL

a. Task 8.1: Geotechnical Subsurface Exploration and Laboratory Testing

- i. DESIGN CONSULTANT shall perform a review of pertinent documents provided by the CITY regarding geotechnical information associated with the property.
- ii. DESIGN CONSULTANT shall perform a site reconnaissance.
- iii. DESIGN CONSULTANT shall review available construction information for the proposed structure as it relates to geotechnical characteristics of the site.
- iv. DESIGN CONSULTANT shall explore the existing subsurface conditions by drilling seven (7) soil borings to a depth of thirty feet to determine information relative to subsurface soil conditions. The soil test borings will be advanced using a hollow stem auger to the proposed depth or auger refusal is encountered, which ever occurs first. Representative soil samples will be obtained between the surface and a depth of 2.5-feet, at 5-feet, and at 5-foot intervals thereafter to identify if groundwater is encountered during drilling of borings.

b. Task 8.2: Geotechnical Report

- i. DESIGN CONSULTANT shall prepare a draft geotechnical report, to accompany the 95% submittal, which shall contain the results of the field and laboratory analyses, with presentations of the engineering parameters for the design of foundation systems for construction. In addition, the reports shall contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to foundation systems including allowable bearing pressure, minimum sizes, predicted performance and lateral earth pressures.
- ii. DESIGN CONSULTANT shall incorporate comments received on the draft geotechnical report into a final geotechnical report to accompany the 100% submittal.

9. ENVIRONMENTAL DOCUMENTATION AND CLEARANCE

a. Task 9.1: Categorical Exclusion (IF FHWA funded project)

- i. National Environmental Policy Act (NEPA) Compliance

Associated documents include:

1. Public and Agency Environmental Scoping
 - a. DESIGN CONSULTANT shall prepare Public Scoping letters for all adjacent land owners within the project limits, as applicable.
 - b. DESIGN CONSULTANT shall prepare Agency Scoping letters for all landowners, including Federal and State Agencies, and other offices/divisions within the proposed project area and/or that may have interest in the proposed project as applicable: The Arizona Game and Fish Department (AGFD), Maricopa County Department of Transportation (MCDOT), Flood Control District of Maricopa County (FCDMC), Parks, Utilities, as applicable.
2. Biological Resources Evaluation
 - a. DESIGN CONSULTANT shall prepare a Biological Evaluation Short Form (BESF) for the project area and submit to ADOT EP for review and approval.

3. Cultural Resource Report
 - a. DESIGN CONSULTANT shall conduct a Class I and Class III cultural resources survey and report for the project area. DESIGN CONSULTANT shall also prepare draft consultation letters for EP use in compliance with Section 106 of the National Historic Preservation Act.
4. Preliminary Initial Site Assessment (PISA)
 - a. DESIGN CONSULTANT shall prepare a Preliminary Initial Site Assessment (PISA) for the project area and submit to ADOT EP for review and approval. DESIGN CONSULTANT shall account for one (1) update to the PISA.
5. Lead Based Paint and Asbestos Testing
 - a. DESIGN CONSULTANT shall conduct lead-based paint (LBP) testing for the project.
 - b. DESIGN CONSULTANT shall conduct Asbestos Containing Material (ACM) testing for the project.
6. Section 4(f) Analysis
 - a. DESIGN CONSULTANT shall identify potential Section 4(f) resources within the project limits and shall complete the appropriate ADOT EP Section 4(f) form analyzing use/constructive use of potential resources. DESIGN CONSULTANT shall submit the draft form to ADOT EP for review and one (1) round of comments. DESIGN CONSULTANT shall finalize the form based on the ADOT EP comments.
7. Title VI/Environmental Justice
8. DESIGN CONSULTANT shall review Title VI/Environmental Justice existing conditions and potential impacts (if any). DESIGN CONSULTANT shall submit findings to EP for review and comment.
9. Team/EP Coordination
 - a. DESIGN CONSULTANT shall coordinate with the internal team and ADOT EP throughout the environmental clearance process. Coordination with ADOT EP is anticipated to be by telephone or email as meetings are included in a separate task. This task assumes a maximum of 60 hours during the environmental clearance process. If additional hours are required, a change order will be required.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Phase I Environmental Site Assessment (Phase I ESA), no new ROW is required, only TCEs
- Jurisdictional Delineation, Section 404/401 permitting
- ICE
- Site flagging for avoidance, cultural resources monitoring, or testing/data recovery
- Additional Environmental Documentation, Field Work, Coordination

10. PLANS, SPECIFICATIONS AND ESTIMATES

a. Task 10.1: Plans

- i. Design Consultant shall prepare plans for the project in accordance with City Standards and the City's Certified Acceptance plan with ADOT to administer federally funded projects.

- ii. DESIGN CONSULTANT shall submit plans on CD in AutoCAD .DWG format and exports of each plan sheet and reference files and PDF of each plan sheet and PDFs of complete plans set at the 30%, 60%, 95%, 100%, and Final submittals. Payment for this task shall be directly correlated with submittal percentage.
- iii. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms. DESIGN CONSULTANT shall provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments shall be incorporated unless otherwise authorized by the CITY.
- iv. DESIGN CONSULTANT shall provide project plans to external agencies such as Maricopa County Department of Environmental Services, Arizona Department of Transportation, Salt River Project, and Flood Control District of Maricopa County, and upon direction from City to adjacent project consultants and contractors as appropriate to ensure construction activities are permitted and coordinated for construction to start immediately after award of City's construction contract.
- v. Plans shall include:
 - 1. Cover Sheet
 - 2. General Notes Sheets
 - 3. Standard Sections Sheets
 - 4. Paving Plans (Task 10.1A)
 - 5. Drainage Report (Task 10.1B)
 - 6. Traffic Analysis Memorandum (Task 10.1C)
 - 7. Pedestrian and Traffic Signal Plans (Task 10.1D)
 - 8. Path and Street Light Plans (Task 10.1E)
 - 9. Striping and Signing Plans (Task 10.1F)
 - 10. Landscape and Irrigation Plans (Task 10.1G)
 - 11. Erosion and Sediment Control Plans (Task 10.1H)

vi. Task 10.1A: Pathway Plans

- 1. DESIGN CONSULTANT shall perform work necessary to create Typical Pathway Sections, Geometric Layout and Pathway Plan & Profile Sheets, as well as Paving Plan sheets for roadway modifications where the path crosses Ray Road, Kyrene Road, and 54th Street.
- 2. DESIGN CONSULTANT shall prepare pathway plan and profile plans at a scale of 1"=20' horizontal and 1"=2' vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, intersecting streets, utilities, existing right-of-way, proposed easements, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, benchmarks, and underground utilities. Paving profiles will not be provided in locations where curb and gutter or median curb is being modified, instead staking information will be shown on the plan sheets. Resident feedback will be taken into consideration for pathway design. Additionally, DESIGN CONSULTANT will coordinate with SRP to develop plans for a physical barrier to prevent private automobiles from driving on paths.
- 3. DESIGN CONSULTANT shall evaluate existing sidewalk along Orchid Lane between the western terminus and Priest Drive, along 54th Street between Orchid Lane and Ray Road, and along Kyrene Road between the Canal Crossing and Knox Road to ensure compliance with ADA cross-slope, driveway, and curb ramp requirements. Any sidewalk, driveway, or ramp that is not in compliance with ADA

shall be incorporated into the plans. An ADA Improvements Overview Plan will be provided to show the locations of ramp, driveway, and sidewalk modifications along 54th Street and Orchid Lane that are not adjacent to pathway improvements.

vii. Task 10.1B: Drainage Report

1. DESIGN CONSULTANT shall review the existing drainage reports and as-builts for the adjacent developments. The reports and as-builts shall be provided by the CITY. DESIGN CONSULTANT shall conduct a field visit to verify the existing drainage infrastructure and concepts.

- a. The required retention volume shown in these existing drainage reports and as-builts shall be assumed to be accurate.
- b. Where improvements are proposed adjacent to existing developments, the retention volume provided shown in these existing drainage reports and as-builts shall be verified using topographical survey obtained with this project.

2. DESIGN CONSULTANT shall prepare a drainage analysis to determine the effects of the shared use path on adjacent private drainage facilities and existing floodplains. DESIGN CONSULTANT shall perform hydrologic calculations per the CITY standards. The hydrologic and hydraulic calculations shall meet the CITY criteria.

3. DESIGN CONSULTANT shall prepare a Drainage Memorandum to document the analysis. The Draft Drainage Memorandum shall be submitted with the 60% Submittal. The Draft Final Drainage Memorandum shall be submitted with the 95% Submittal. The Final Drainage Memorandum shall be submitted with the 100% Submittal. DESIGN CONSULTANT shall incorporate comments received at each submittal.

4. DESIGN CONSULTANT shall use the Drainage Memorandum to submit a Floodplain Use Permit for the Kyrene Branch shared use path. The Floodplain Use Permit will be submitted to Flood Control District of Maricopa County (FCDMC) for approval.

viii. Task 10.1C: Traffic Analysis

1. DESIGN CONSULTANT shall conduct a traffic analysis that assesses existing conditions (based on historical and new daily segment and peak hour intersection traffic count data) and future no-build and build conditions (based on the MAG 2050 travel demand model assumptions, known planned developments in the area, and planned improvements). DESIGN CONSULTANT shall develop a Synchro model to perform a capacity analysis of the intersections for which peak hour traffic data is collected and identify levels of service, delays, and queues. The Synchro model shall account for the railroad crossing gate-down delays at the railroad crossing on Ray Road west of McKemy Avenue. Future build conditions assume a pedestrian signal is added at the Kyrene Branch shared use path crossing of Ray Road and a traffic signal is added at the Kyrene Road/Knox Road north intersection. DESIGN CONSULTANT shall also conduct a parking analysis along Orchid Lane and 54th Street to determine existing parking demand.

2. DESIGN CONSULTANT shall prepare a brief memo (draft and final) that summarizes the traffic analysis findings, with content formatted for inclusion in the environmental noise and air quality assessments and in PowerPoint presentations to the public and/or elected officials.

ix. Task 10.1D: Pedestrian and Traffic Signals

1. Traffic Signal Upgrades

- a. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the existing conditions at Ray Road mid-block crossing and Kyrene and Knox intersection. The site visit will also document equipment and conditions

related to the existing traffic signal and traffic control equipment at the intersection of Ray Road and 54th Street.

b. DESIGN CONSULTANT shall provide options, with associated costs, to the CITY on how to make the three intersections ADA compliant.

c. DESIGN CONSULTANT shall prepare design and full traffic signal plans for a mid-block pedestrian signal at Ray Road, a full traffic signal at Kyrene and Knox, and a signal modification at Ray Road and 54th Street. Preliminary traffic signal layouts will be prepared and submitted at 30%. Full plan set will be completed, including removals, new and relocated equipment at the 60%, 95%, 100%, and Final plan stages. The Ray Road midblock crossing and the Ray Road and 54th Street intersection signal improvements will be designed in accordance with City of Chandler TDM #5. The Kyrene and Knox traffic signal will be designed to City of Tempe standards. The Traffic Signal Plans shall be (1" = 20'). and consist of the following sheets for each location:

- i. One (1) Traffic Signal Removal Sheet
- ii. Three (3) Traffic Signal Layout Sheets
- iii. Three (3) Pole Schedule Sheets
- iv. Three (3) Conductor Schedule Sheets

2. Traffic Signal Interconnect

a. DESIGN CONSULTANT shall design the fiber connection for the Ray Road mid-block crossing to connect into the City of Chandler fiber system and shall design the fiber connection for the Kyrene and Knox traffic signal to connect into the City of Tempe communications network. No additional plan sheets will be included, and fiber connections will be shown on traffic signal sheets. Design shall show conduit runs and pull boxes and connection to signalized intersections within the project limits and will be included starting at the 60% level.

b. DESIGN CONSULTANT shall prepare a preliminary design to be illustrated on a roll plot for coordination with City Staff.

3. Audit of Existing Fiber Conduit System Conditions:

a. DESIGN CONSULTANT shall conduct an audit of the existing City owned fiber conduit system infrastructure within 100 feet of the three traffic signal intersections (Ray Road and 54th and Ray Road Mid-block crossing). The fiber conduit system items include pull boxes, splice vaults, manholes, conduits, innerducts, and associated pathways into designated buildings, field cabinets and poles. The DESIGN CONSULTANT's field audit shall include the following:

- i. Field audit each pull box, manhole, and splice vault location identified on the as-built documents and observed in the field.
- ii. Develop a "fold-flat" type detail (also known as butterfly detail) of the existing pull box, manhole, and splice vault locations showing the following:
 - All four sides of the box with the associated conduits and innerducts entering the box from each side.
 - All existing cables, pull rope or mule tape, and locator (tracer) wire entering the box from each associated conduit and innerduct.
 - Cables: Record the size, manufacturer name and manufactured date of the cable, as observed on the cable sheathing. Also include any information on labels attached to the cable(s).
 - All splice closures within the box, noting the type and size, which cables from which conduits/ducts are entering the splice case,

- the number of available cable entry points, and any visible damage. Do not open the splice case.
- Identify the “Logo” marking used on the pull point lid, such as “City Traffic”, “Communications”, etc.
- Identify the GPS coordinates of the box location and include the associated station and offset relative in the plan set, for the OSP database.

iii. Provide photos of any visible damage.

b. DESIGN CONSULTANT shall prepare field Audit Notes (including sketched “fold-flat” type details, and notes on as-built plans, including raw field audit notes and folders), and photos of visible damage.

c. DESIGN CONSULTANT shall incorporate audit findings and any recommended improvements into the interconnect plans.

x. Task 10.1E: Path and Street Light Plans

1. DESIGN CONSULTANT shall design path lighting along the Highline and Kyrene Shared Use Paths within the project limits to cohesively transition from previous corridors in accordance with applicable City of Chandler Streetlight Technical Design Manual (TDM) #6 updated January 2020. Additionally, resident feedback will be taken into consideration for lighting design. The DESIGN CONSULTANT shall design street lighting pole relocation for the City of Chandler at 54th Street where the roadway is being altered within the project limits. For the City of Tempe where the shared use path connects back into the sidewalks at the Kyrene Road and Knox Road intersection in at the accordance with local municipal standards.

2. DESIGN CONSULTANT shall review the existing street lighting plans and as-builts for the existing paths and the adjacent developments within the project limits. The plans and as-builts shall be provided by the CITY. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing street and path lighting, the existing lighting control equipment, existing underground conduit and conductor routes.

3. DESIGN CONSULTANT shall coordinate lighting design with Salt River Project (SRP) to define a power source to serve the lighting system and resolve any potential conflicts for new path or street light locations.

4. DESIGN CONSULTANT shall provide a computer-generated point-to-point foot-candle grid for the shared use paths, 54th Street within the project limits and at Kyrene Road and Knox Road intersection within the project limits and submit documents to CITY for approval as exhibits along with the 60% and 90% submittals. It is assumed that the street lighting shall be based on City of Chandler illumination standards found in Technical Design Manual #6 (January 2020) utilizing Cooper Navion series LED light fixtures throughout. And for roadways within the City of Tempe illumination standards will be based on City of Tempe Street lighting standard Table1: illumination light levels for public streets.

5. DESIGN CONSULTANT shall prepare street lighting and path lighting plans for the paths and roadway right-of-way being altered within the project limits as necessary, including new and relocated pole locations at the 60%, 90%, and final

plan stage. The street light design shall conform to the latest standards as defined by the Technical Design Manual #6 to maintain aesthetic conformity. The first existing streetlight on each side of the roadway beyond the limit of new improvements shall be shown on the plans. Existing streetlights within the project limits will be evaluated and replaced, as necessary, to conform to the Technical Design Manual #6. Existing streetlights that are to remain shall be replaced with LED fixtures. The Lighting Plans shall be (1"=40' scale) and consist of the following:

- a. Street and path lighting general notes and key map
- b. Street and path lighting plans, double stacked views, showing pole locations with station and offset

6. DESIGN CONSULTANT shall reference the TDM #6 standard details and drawings for the following within the City of Chandler:

- a. Pole Assembly Detail (Pole, foundation, mast arm)
- b. Junction Box detail
- c. Trench detail
- d. Connection details

7. DESIGN CONSULTANT shall reference the SRP's standard details and drawings for the following within the City of Tempe:

- a. Pole Assembly Detail (Pole, foundation, mast arm)
- b. Junction Box detail
- c. Trench detail
- d. Connection details

8. SRP shall be responsible for providing detail drawings for the electrical details (Control center, wiring schematic, and cable schedule) for non-metered street lighting and services to meter pedestals for path lighting. These items on drawings prepared by SRP shall be accounted for in project specifications and engineer's estimate.

xi. Task 10.1F: Striping and Signing Plans

1. DESIGN CONSULTANT shall inventory all existing signage within the project limits.

2. DESIGN CONSULTANT shall design the Signing and Striping Design Plans within the project limits. This will include all regulatory signage required per MUTCD and City of Chandler standards, as well as wayfinding signage guiding to and from and along the paths. Resident feedback will be taken into consideration for striping and signing design.

3. DESIGN CONSULTANT will review and verify the preliminary striping design completed during the previous preliminary studies for the 15%.

4. DESIGN CONSULTANT shall prepare Signing and Striping Design Plans at the 30%, 60%, 95%, 100%, and Final plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale, double stacked, and shall include the following sheets:

- a. One (1) General Signing and Striping Notes Sheet (including striping details and quantities)
- b. One (1) Signing Format sheet
- c. Four (4) Highline Canal Striping and Signing Plan Sheets
- d. Five (5) Kyrene Branch Canal Striping and Signing Plan Sheets

xii. Task 10.1G: Landscape and Irrigation Plans

1. DESIGN CONSULTANT shall inventory existing trees, located via GPS survey and catalogue to determine if they are to remain in place or removed. DESIGN CONSULTANT shall identify the tree species, record the caliper, ascertain the general health, and record the viability for survival given construction activities. Limits of inventory shall be along the Kyrene Branch Canal Shared Use Path project limits, including along Kyrene Road up to the Knox Road intersection and the existing median along Ray Road, and along the Highline Canal Shared Use Path project limits.

2. DESIGN CONSULTANT shall review existing irrigation water meters, valves, mainline, controllers, and other major irrigation infrastructure locations to determine potential for salvage. Locations shall be derived from as-built and design plans provided by the CITY combined with survey and existing conditions observation. DESIGN CONSULTANT shall overlay the existing irrigation location with improvement plans.

3. DESIGN CONSULTANT shall coordinate with the CITY and SRP to determine the desired and approved types of plant material, inert material, and irrigation equipment. New landscape and irrigation Improvements will be provided along the Highline Canal Shared Use Path only. No new landscape and irrigation improvements are included for the Kyrene Branch Canal Shared Use Pathway, other than necessary landscape restoration in response to pathway improvements. DESIGN CONSULTANT shall coordinate with the CITY on the identification of existing landscape and irrigation to be protected in place. Resident feedback will be taken into consideration for landscape and irrigation design.

4. DESIGN CONSULTANT shall prepare Landscape Plans. Full plan set will be completed, including the location and layout of new trees and shrubs, existing trees to remain, plant schedule, plant quantities, landscape notes, and CITY standard landscape details and included in the 60%, 95%, 100%, and Final plan stages. The Landscape Plans shall be prepared at a scale of 1" = 20'.

5. DESIGN CONSULTANT shall coordinate with private entities as necessary for matching or maintaining existing landscaping and ground cover.

6. DESIGN CONSULTANT shall prepare Irrigation Plans. Potable water shall be used for irrigation. Full plan set will be completed, including the locations of existing infrastructure to remain place and new locations of laterals, water meter(s), mainline, booster pumps, and valves. Plans will include irrigation quantities, emitter schedule, irrigation notes, and CITY of Chandler standard irrigation details.

7. DESIGN CONSULTANT shall coordinate with private entities as necessary for new connections and maintenance of existing irrigation systems. DESIGN CONSULTANT shall prepare water meter applications, when applicable.

8. DESIGN CONSULTANT shall show the water taps for irrigation equipment on the utility plans and pathway plans, as appropriate. DESIGN CONSULTANT shall provide the complete design and all necessary details for these water taps and power for the irrigation controllers.

9. Up to three (3) coordination meetings will be attended by the project Landscape Architect. Meetings can be progress meetings, specific discipline meetings, or meetings with area stakeholders.

b. Task 10.2: Specifications

- i. Technical Specifications shall be in accordance with City of Chandler Standard Specifications, MAG Standard Specifications, and IF FHWA funded Arizona Department of Transportation (ADOT) Standard Specifications, & ADOT (stored) standard special provisions. DESIGN CONSULTANT shall create technical specifications for all items not adequately covered by these standard specifications.
- ii. Word and PDF format of Specifications shall be provided with each submittal.

c. Task 10.3 Cost Estimates

- i. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions, except that volumetric measurements shall not be used for pay items.
- ii. Excel and PDF format of Estimates shall be provided with each submittal.

d. Task 10.4: Materials QA Plan

- i. DESIGN CONSULTANT shall prepare the project Materials QA Plan which includes cover letter, bid schedule, materials sample checklist, material certification log, and contractual relationship letter in accordance with ADOT Material Testing Manual-Series 900 Appendix A.
- ii. DESIGN CONSULTANT shall revise Materials QA Plan per review comments provided by ADOT.

11. SUBMITTALS (Accela electronic and PDF submittals)

a. Task 11.2: 30% Submittal

- i. DESIGN CONSULTANT shall provide the following at the **30% submittal** to the City:
 - 1. City Plan review and construction permit applications
 - 2. Full size PDF of 30% preliminary plans including:
 - 3. Plans shall include:
 - a. Cover Sheet
 - b. General Notes
 - c. Typical Sections
 - d. Pathway Plans
 - e. Pedestrian and Traffic Signal Plans
 - f. Path and Street Light Plans
 - g. Striping and Signing Plans
 - 4. PDF of the draft Traffic Analysis Memorandum
 - 5. PDF of the outline/preliminary technical specifications
 - 6. PDF of the construction cost estimate
 - 7. PDF of the right-of-way strip map with legal descriptions

b. Task 11.3: 60% Submittal

- i. DESIGN CONSULTANT shall provide the following at the **60% submittal** to the CITY:
 - 1. City Plan review and construction permit applications
 - 2. 30% submittal redlines and comments
 - 3. Full size PDF of 60% plans including:

- a. Cover sheet
- b. Index, Key Map, and General Notes
- c. Typical Sections
- d. Geometric Configurations
- e. Overall Pathway Limits
- f. Pathway Plan and Profiles
- g. Pedestrian and Traffic Signal Plans
- h. Signing and Stripping Plans and Details
- i. Street Light Plans and Details
- j. Landscape and Irrigation Plans
4. PDF of the 60% technical specifications
5. PDF of the 60% construction cost estimate
6. PDF of the draft/preliminary drainage report
7. PDF of the right-of-way strip map with new or revised legal descriptions

c. Task 11.4: 95% Submittal

- i. DESIGN CONSULTANT shall provide the following at **95% submittal**:
 1. City Plan review and construction permit applications
 2. 60% submittal redlines and comments
 3. Full size PDF of 95% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Sections
 - d. Geometric Configurations
 - e. Overall Pathway Limits
 - f. Pathway Plan and Profiles
 - g. Pedestrian and Traffic Signal Plans
 - h. Signing and Stripping Plans and Details
 - i. Street Light Plans and Details
 - j. Landscape and Irrigation Plans
 4. PDF of the 95% technical specifications
 5. PDF of the 95% construction cost estimate
 6. PDF of the draft geotechnical report
 7. PDF of the "Testhole Data Summary Sheet"
 8. PDF of the draft final drainage report
 9. PDF of the right-of-way strip map with new or revised legal descriptions

d. Task 11.5: 100% Submittal

- i. Upon acquisition of all right-of-way and easements necessary for construction, DESIGN CONSULTANT shall provide the following with the **100% submittal**:
 1. City plan review and construction permit applications
 2. 95% submittal redlines and comments
 3. Full size PDF of sealed construction plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Sections
 - d. Geometric Configurations
 - e. Overall Pathway Limits
 - f. Pathway Plan and Profiles
 - g. Pedestrian and Traffic Signal Plans

- h. Signing and Stripping Plans and Details
- i. Street Light Plans and Details
- j. Landscape and Irrigation Plans
- 4. One (1) cover sheet on 4 mil Mylar
- 5. PDF of final specification
- 6. PDF of the final construction cost estimate and bid schedule
- 7. PDF of the sealed geotechnical report
- PDF of the final sealed drainage report
- 8. PDF of the right-of-way strip map with new or revised legal descriptions
- 9. PDF of Materials Compliance and Pavement Certification Letter

e. Task 11.6: Final Submittal

- i. Upon receipt of response from utility companies and construction contractor Disadvantaged Business Enterprise (DBE) goal assignment by ADOT, DESIGN CONSULTANT shall provide following as the Final submittal: Full payment for this task shall not be made until City acceptance, not just delivery, of all items on this final submittal list.
 - 1. Three (3) full size and four (4) half size sets as well as a PDF of construction plans
 - 2. Four (4) copies and a PDF of final specification
 - 3. Four (4) copies and a PDF of the final construction cost estimate and bid schedule
 - 4. Utility Clearance Letter per Task 2.3
- ii. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for constructability of such plans, including, but not limited to, completion of right-of-way documentation acquiring all necessary easements. DESIGN CONSULTANT shall be responsible for preparing and obtaining written approval of any design exceptions and/or variances to Design Standards.

12. POST DESIGN SERVICES

a. Task 12.1: Pre-Bid Meeting

- i. DESIGN CONSULTANT shall attend and actively participate in a pre-bid meeting. DESIGN CONSULTANT shall give a brief overview of the project and address questions related to the construction documents.

b. Task 12.2: Addenda Preparation

- i. DESIGN CONSULTANT shall prepare and deliver to CITY to issue any necessary Addenda for clarification or correction of the construction documents

13. ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

- a. Bioassay testing, archeology, soil fertility, and other tests to determine existing plant viability is excluded. Determination of existing plant viability to be based on professional opinions with considerations of typical construction activity impacts.
- b. ITS splice details and communications architecture details will not be included as part of this scope.
- c. Utility strip map and private utility relocation reviews will not be included as part of this scope.
- d. Establishing benchmarks and right-of-way staking will not be included as part of this scope.
- e. Erosion and Sediment Control Plans will not be included as part of this scope.

EXHIBIT "B"
COMPENSATION AND FEES

Exhibit B2-Summary of Consultant's Compensation



Project Name
Project No.

Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

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

4/4/2023

CONTRACT LABOR				
<u>Classification</u>	<u>Man Hours</u>	<u>Billable Rates</u>		<u>Labor Costs</u>
Sr Project Manager/Professional II	247	\$	84.88	\$ 20,964.89
Senior Professional I	246	\$	70.99	\$ 17,463.29
Professional	434	\$	58.64	\$ 25,451.09
Analyst	809	\$	49.38	\$ 39,951.36
Designer	718	\$	43.21	\$ 31,025.27
Administrative	138	\$	30.86	\$ 4,259.34
			Total Direct Labor	\$ 139,115.23
Overhead Rate	194.38%		Total Labor and Overhead	\$ 270,412.19
Fixed Capital Cost of Money	0.16%		Fixed Capital Cost of Money	\$ 222.58
Fixed Fee	10%		Net Fee (Subtotal x 10% Fixed Fee)	\$ 40,975.00
			Subtotal Contract Labor	\$ 450,725.00

DIRECT AND OUTSIDE EXPENSES	
General Expenses	\$ 12,706.19
Subtotal Direct & Outside Expenses	\$ 12,706.19

SUBCONSULTANT FEE		
Subconsultant	Task	Fee
RT Underground	Utility Potholing	\$ 26,130.00
Entellus	Survey, R/W & Private Irrigation	\$ 20,020.00
atek Engineering	Geotechnical Engineering	\$ 16,017.00
Desert Archeology	Cultural Resources	\$ 5,957.99
NEC	Lead-Based Paint & Asbestos Testing	\$ 6,046.93
MakPro	Public Involvement	\$ 14,800.00
Subtotal Subconsultant Fee		\$ 88,971.92

ALLOWANCES	
Owner's Allowance	\$ 20,000.00
Survey Allowance	\$ 2,480.00
Subtotal Allowance	\$ 22,480.00

TOTALS

Subtotal Contract Labor	\$ 450,725.00
Direct & Outside Expenses	\$ 12,706.19
Subtotal Subconsultants	\$ 88,971.92
Total Contract Fee	\$ 552,403.11
Subtotal Allowances	\$ 22,480.00
Total Contract Fee & Allowances	\$ 574,883.11

Exhibit B1 - Fee Schedule
Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

TASK DESCRIPTION	SUBTOTAL
TASK 1 - DATA COLLECTION	\$ 6,970.00
As-Built & Past Report Research	\$ 1,020.00
Utility Data Collection - Collect and Log As-Built	\$ 1,360.00
Review, PDF and Log As-Built/Past Reports	\$ 1,440.00
Traffic Data Collection, Review, and Summary	\$ 3,150.00
TASK 2 - PUBLIC UTILITY COORDINATION	
TASK 2.1 - UTILITY COORDINATION	\$ 6,990.00
Develop and Maintain Utility Inventory and Conflict Log	\$ 2,040.00
Utility Coordination Meetings - up to two (2)	\$ 1,010.00
Utility Coordination Meeting Notes	\$ 640.00
SRP Irrigation Coordination Meetings - up to four (4)	\$ 2,020.00
SRP Irrigation Coordination Meeting Notes	\$ 1,280.00
TASK 2.2 - UTILITY LOCATING & VERIFICATION	\$ 2,850.00
Update Utility Base File	\$ 870.00
Pothole Coordination - Develop Pothole List	\$ 1,980.00
See Subconsultant - Utility Potholing - RT Underground	\$ -
TASK 2.3 - UTILITY CLEARANCE & SERVICE REQUEST LETTERS	\$ 6,770.00
Utility Clearance Letters (30%, 60%, 90%)	\$ 2,130.00
Power Service Request Letters	\$ 2,200.00
Coordinate Water and Power Addresses	\$ 2,440.00
TASK 3 - PROGRESS MEETINGS	\$ 32,650.00
Monthly Progress Meetings (14 Mtgs)(Includes Comment Resolution Mtgs)	\$ 9,310.00
Monthly Phone Call Update Meetings (14 Mtgs)	\$ 6,090.00
Prepare Meeting Agenda/Exhibits/Handouts	\$ 2,240.00
Meeting Notes	\$ 4,480.00
Summary of Comments for Comment Resolution Mtgs	\$ 6,680.00
Maintain Action Item Log	\$ 3,850.00
TASK 4 - PUBLIC & STAKEHOLDER MEETINGS	\$ 17,115.00
Attend Public Meetings (2 Mtgs)	\$ 5,050.00
Develop Display Boards & Handouts	\$ 3,880.00
Stakeholder Meetings (4 Mtgs)	\$ 3,880.00
Transportation Commission Meeting (1 Mtg)	\$ 825.00
Prepare Meeting Agenda/Exhibits/Handouts	\$ 1,740.00
Meeting Notes	\$ 1,740.00

Exhibit B1 - Fee Schedule
Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

TASK 5 - PROJECT MANAGEMENT	\$ 43,155.00
Monthly Progress Reports	\$ 5,145.00
Budget Monitoring/Setup/Insurance/Invoicing/Federal Reporting	\$ 5,740.00
Contract Management (14 Months @2.5 hrs/Month)	\$ 5,240.00
Develop/Maintain Project Design Schedule	\$ 2,910.00
QA/QC	\$ 16,500.00
Manage Sub-Consultants	\$ 4,820.00
Project Documentation/Email/Document Filing (14 Months @ 2 hrs/Month)	\$ 2,800.00
TASK 6 - DESIGN SURVEY	\$ 2,990.00
Develop Survey Request	\$ 830.00
Review and Update Topo Survey CAD Files	\$ 2,160.00
See Subconsultant - Control & Topo Survey - Entellus	\$ -
TASK 7 - RIGHT-OF-WAY COORDINATION	\$ 3,570.00
Coordinate Title Reports/Legals/Exhibits	\$ 1,020.00
QC Legal Descriptions/Exhibits	\$ 2,550.00
See Subconsultant - Right-of-Way - Entellus	\$ -
TASK 8 - GEOTECHNICAL	\$ 1,570.00
Coordinate Geotechnical Boring Plan	\$ 1,570.00
See Subconsultant - Geotechnical Engineering - ATEK	\$ -
TASK 9 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE	\$ 42,105.00
Develop Environmental Clearance Footprint and Scope of Work	\$ 1,730.00
Scoping Letters and Lists	\$ 5,620.00
Biological Evaluation Short Form (BESF entire project)	\$ 3,430.00
Preliminary Initial Site Assessment (PISA entire project)	\$ 5,625.00
Update Preliminary Initial Site Assessment	\$ 1,990.00
LBP and ACM Testing and Coordination	\$ 3,050.00
Cultural Resources Coordination	\$ 3,050.00
Section 4(f) Analysis	\$ 2,105.00
EJ Analysis	\$ 2,105.00
ADOT EP Coordination	\$ 13,400.00
See Subconsultant - Cultural Resources - PaleoWest	\$ -
See Subconsultant - Air/Noise Analysis - NEC	\$ -
See Subconsultant - ACM/LBP testing - ACS	\$ -

Exhibit B1 - Fee Schedule
Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

TASK 10 - PLANS, SPECIFICATIONS, & ESTIMATES	
TASK 10.1A - PATHWAY PLANS	\$ 83,540.00
Cover Sheet, Approvals, Vicinity Map (1 Sht)	\$ 1,020.00
General Notes & Legend (1 Sht)	\$ 1,020.00
Key Map & Index of Sheets (1 Sht)	\$ 1,650.00
Survey Control/Geometric Sheet (2 Shts)	\$ 6,400.00
Typical Sections, Pvmnt Sections, Pavement Legend (1 Sht)	\$ 1,650.00
Miscellaneous Details Sheet (1 Sht)	\$ 1,650.00
54th Street & Ray Road Median Modification Plan Sheet (1 Sheet)(1"=20' Scale)	\$ 1,650.00
Highline Canal Pathway Plan and Profile Sheets (4 Sheets)(1"=20' Scale)	\$ 10,200.00
Kyrene Branch Canal Pathway Plan and Profile Sheets (11 Sheets)(1"=20' Scale)	\$ 28,050.00
Kyrene Road Pathway Plan and Profile Sheets (3 Sheets)(1"=20' Scale)	\$ 7,650.00
ADA Improvements Overview Plan (1 Sheet)(1"=100' Scale)	\$ 2,300.00
Sidewalk Ramp and Driveway Detail Sheets (4 Per Sht) (6 Shts)	\$ 13,500.00
Modeling and Grading	\$ 3,300.00
ADA Field Analysis	\$ 2,800.00
Coordination with SRP on pathway vehicular barrier	\$ 700.00
TASK 10.1B - DRAINAGE REPORT	\$ 10,065.00
Evaluate Existing Drainage Reports/Plans	\$ 230.00
Field Visit	\$ 1,010.00
Drainage Analysis	\$ 3,135.00
Floodplain Use Permit	\$ 1,770.00
Draft Drainage Report	\$ 2,335.00
Respond to Comments	\$ 230.00
Final Drainage Report	\$ 1,355.00
TASK 10.1C - TRAFFIC ANALYSIS	\$ 25,250.00
Traffic Analysis	\$ 15,875.00
Traffic Memo	\$ 9,375.00
TASK 10.1D - PEDESTRIAN AND TRAFFIC SIGNALS	\$ 42,950.00
Signal & Interconnect Field Review	\$ 1,400.00
Traffic Signal Plan Sheets (10 Shts)	\$ 28,000.00
Interconnect Design and Coordination with City Staff	\$ 5,670.00
Fiber Field Audit	\$ 3,260.00
Audit Notes, Fold-Flat Details, As-built Markups & Photo Delivery	\$ 4,620.00
TASK 10.1E - PATH AND STREET LIGHT PLANS	\$ 49,650.00
Existing Street Light Field Review	\$ 2,620.00
Photometric Analysis (Double Stacked) (1"=40' Scale)(10 Sheets)	\$ 13,920.00
Lighting General Notes	\$ 2,620.00
Lighting Plans (Double Stacked) (1"=40' Scale) (10 Sheets)	\$ 27,870.00
SRP Coordination	\$ 2,620.00

Exhibit B1 - Fee Schedule
Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

TASK 10.1F - STRIPING & SIGNING PLANS	\$ 23,550.00
Review and verify preliminary striping layout	\$ 550.00
General Notes, Detail, and Legend Sheet (1 Sht)	\$ 1,090.00
Sign Format Sheet (1 Sht)	\$ 2,590.00
Striping/Signing Shts (Highline Canal Segment)(4 Shts)(1"=40' Scale)	\$ 11,240.00
Striping/Signing Shts (Kyrene Branch Canal Segment)(5 Shts)(1"=40' Scale)	\$ 8,080.00
TASK 10.1G - LANDSCAPE & IRRIGATION PLANS	\$ 18,070.00
Site Inventory: Existing Trees and Irrigation Field Work	\$ 2,400.00
General Notes and Materials Schedule (1 Sht)	\$ 970.00
Highline Canal Shared Use Path Landscape Plans (4 Shts) (1"= 20')	\$ 6,000.00
Planting Details (1 Sht)	\$ 970.00
Highline Canal Shared Use Path Irrigation Plans (4 Shts) (1"= 20')	\$ 6,000.00
Irrigation Details (2 Shts)	\$ 970.00
Coordination meetings (up to 2)	\$ 760.00
TASK 10.2 - SPECIFICATIONS	\$ 11,520.00
Technical Specifications (60%, 95%, 100%, Final)	\$ 8,580.00
Review and Update General Conditions/Contract/Specifications (100% & Final)	\$ 2,940.00
TASK 10.3 - COST ESTIMATES	\$ 7,250.00
Quantities/Estimate (30%, 60%, 95%, 100%, Final)	\$ 7,250.00
TASK 10.4 - MATERIALS QA PLAN	\$ 2,740.00
Materials QA Plan	\$ 2,740.00
TASK 11 - SUBMITTALS	\$ 6,140.00
30% Submittal Coordination	\$ 890.00
60% Submittal Coordination	\$ 890.00
95% Submittal Coordination	\$ 890.00
100% Submittal Coordination	\$ 890.00
ADOT Obligation Coordination	\$ 1,290.00
Final Submittal Coordination	\$ 1,290.00
TASK 12 - POST DESIGN SERVICES	\$ 3,265.00
Pre-Bid Meeting	\$ 1,395.00
Addenda Preparation	\$ 1,870.00
SUBTOTAL DIRECT LABOR	\$ 450,725.00

Exhibit B1 - Fee Schedule
Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

SUBCONSULTANTS TASKS	
TASK 2.2 - UTILITY LOCATING POTHOLING (RT UNDERGROUND)	\$ 26,130.00
Utility Locating/Potholing - See Appendix A	\$ 26,130.00
TASK 6.2 & 7.2 - SURVEY, R/W (ENTELLUS)	\$ 20,020.00
Survey, R/W & Private Irrigation - See Appendix B	\$ 20,020.00
TASK 8 - GEOTECHNICAL ENGINEERING (ATEK)	\$ 16,017.00
Geotechnical Engineering - See Appendix C	\$ 16,017.00
TASK 9 - CULTURAL RESOURCES (DESERT ARCHEOLOGY)	\$ 5,957.99
Cultural Resources - See Appendix D	\$ 5,957.99
TASK 9 - LEAD-BASED PAINT (LBP) & ASBESTOS-CONTAINING MATERIAL (ACM) TESTING (ACS)	\$ 6,046.93
LBP and ACM Testing - See Appendix F	\$ 6,046.93
TASK 4 - PUBLIC INVOLVEMENT (MAKPRO)	\$ 14,800.00
Public Involvement - See Appendix G	\$ 14,800.00
SUBTOTAL SUBCONSULTANTS	\$ 88,971.92
VENDOR EXPENSES	
VENDOR EXPENSES	\$ 12,706.19
Traffic Counts (UCG)	\$ 7,116
ERIS (Hazmat Database Search)	\$ 190
Legal Descriptions & Exhibits (up to 5) (Entellus)	\$ 5,400
ALLOWANCE	
ALLOWANCE	\$ 22,480.00
Owner's Allowance	\$ 20,000.00
Survey Allowance (Entellus)	\$ 2,480.00
TOTAL CONTRACT FEE - NOT TO EXCEED	\$ 574,883.11

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
		Anne DeBoard	Joel Varner	Ryan Marks	Emma Cheng	Austin McBryde	Becky Bratcher	Total Hours
TASK DESCRIPTION	SUBTOTAL	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
TASK 1 - DATA COLLECTION	6,970.00	-	4	3	16	8	18	49
As-Built & Past Report Research	1,020.00		2			4		6
Utility Data Collection - Collect and Log As-Built	1,360.00					4	8	12
Review, PDF and Log As-Built/Past Reports	1,440.00				4		8	12
Traffic Data Collection, Review, and Summary	3,150.00		2	3	12		2	19
TASK 2 - PUBLIC UTILITY COORDINATION								
TASK 2.1 - UTILITY COORDINATION	6,990.00	6	6	4	20	-	-	36
Develop and Maintain Utility Inventory and Conflict Log	2,040.00			4	8			12
Utility Coordination Meetings - up to two (2)	1,010.00	2	2					4
Utility Coordination Meeting Notes	640.00				4			4
SRP Irrigation Coordination Meetings - up to four (4)	2,020.00	4	4					8
SRP Irrigation Coordination Meeting Notes	1,280.00				8			8
TASK 2.2 - UTILITY LOCATING & VERIFICATION	2,850.00	-	3	8	4	-	-	15
Update Utility Base File	870.00		1		4			5
Pothole Coordination - Develop Pothole List	1,980.00		2	8				10
See Subconsultant - Utility Potholing - RT Underground	-							
TASK 2.3 - UTILITY CLEARANCE & SERVICE REQUEST LETTERS	6,770.00	-	8	11	8	9	3	39
Utility Clearance Letters (30%, 60%, 95%)	2,130.00			3		9	3	15
Power Service Request Letters	2,200.00		4		8			12
Coordinate Water and Power Addresses	2,440.00		4	8				12
TASK 3 - PROGRESS MEETINGS	32,650.00	28	29	12	100	-	-	169
Monthly Progress Meetings (14 Mtgs)(Includes Comment Resolution Mtgs)	9,310.00	14	14		14			42
Monthly Phone Call Update Meetings (14 Mtgs)	6,090.00	14			14			
Prepare Meeting Agenda/Exhibits/Handouts	2,240.00				14			14
Meeting Notes	4,480.00				28			28
Summary of Comments for Comment Resolution Mtgs	6,680.00		8	12	16			36
Maintain Action Item Log	3,850.00		7		14			21
TASK 4 - PUBLIC & STAKEHOLDER MEETINGS	17,115.00	21	22	4	24	12	-	83
Attend Public Meetings (2 Mtgs)	5,050.00	10	10					20
Develop Display Boards & Handouts	3,880.00		4		8	12		24
Stakeholder Meetings (4 Mtgs)	3,880.00	8	4	4				16
Transportation Commission Meeting (1 Mtg)	825.00	3						3
Prepare Meeting Agenda/Exhibits/Handouts	1,740.00		2		8			10
Meeting Notes	1,740.00		2		8			10

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
		Anne DeBoard	Joel Varner	Ryan Marks	Emma Cheng	Austin McBryde	Becky Bratcher	Total Hours
TASK DESCRIPTION	SUBTOTAL	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
TASK 5 - PROJECT MANAGEMENT	43,155.00	79	39	24	-	-	79	221
Monthly Progress Reports	5,145.00	7	14					21
Budget Monitoring/Setup/Insurance/Invoicing/Federal Reporting	5,740.00	4	8				28	40
Contract Management (14 Months @2.5 hrs/Month)	5,240.00	4	8				23	35
Develop/Maintain Project Design Schedule	2,910.00	2	2	10				14
QA/QC	16,500.00	60						60
Manage Sub-Consultants	4,820.00	2	7	14				23
Project Documentation/Email/Document Filing (14 Months @ 2 hrs/Month)	2,800.00						28	28
TASK 6 - DESIGN SURVEY	2,990.00	-	-	5	4	10	-	19
Develop Survey Request	830.00			1	4			5
Review and Update Topo Survey CAD Files	2,160.00			4		10		14
See Subconsultant - Control & Topo Survey - Entellus	-							
TASK 7 - RIGHT-OF-WAY COORDINATION	3,570.00	-	-	7	14	-	-	21
Coordinate Title Reports/Legals/Exhibits	1,020.00			2	4			6
QC Legal Descriptions/Exhibits	2,550.00			5	10			15
See Subconsultant - Legals & Exhibits - Entellus								
TASK 8 - GEOTECHNICAL	1,570.00	-	1	2	6	-	-	9
Coordinate Geotechnical Boring Plan	1,570.00		1	2	6			9
See Subconsultant - Geotechnical Engineering - ATEK	-							
TASK 9 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE	42,105.00	79	-	2	115	-	16	212
Develop Environmental Clearance Footprint and Scope of Work	1,730.00	2		2	5			9
Scoping Letters and Lists	5,620.00	4			22		10	36
Biological Evaluation Short Form (BESF)	3,430.00	2			18			20
Preliminary Initial Site Assessment (PISA)	5,625.00	3			30			33
Update Preliminary Initial Site Assessment	1,990.00	2			9			11
LBP and ACM Testing Sub Review/Coordination	3,050.00	10					3	13
Cultural Resources Sub Review/Coordination	3,050.00	10					3	13
Section 4(f) Analysis	2,105.00	3			8			11
EJ Analysis	2,105.00	3			8			11
ADOT EP Coordination	13,400.00	40			15			55
See Subconsultant - Cultural Resources - Desert Archeology	-							
See Subconsultant - ACM/LBP testing - NEC	-							

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
		Anne DeBoard	Joel Varner	Ryan Marks	Emma Cheng	Austin McBryde	Becky Bratcher	Total Hours
TASK DESCRIPTION	SUBTOTAL	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
TASK 10 - PLANS, SPECIFICATIONS, & ESTIMATES								
TASK 10.1A - PATHWAY PLANS	83,540.00	-	33	87	185	213	-	518
Cover Sheet, Approvals, Vicinity Map (1 Sht)	1,020.00		1	1	2	2		6
General Notes & Legend (1 Sht)	1,020.00		1	1	2	2		6
Key Map & Index of Sheets (1 Sht)	1,650.00		1	2	3	4		10
Survey Control/Geometric Sheet (2 Shts)	6,400.00		2	6	16	16		40
Typical Sections, Pvmnt Sections, Pavement Legend (1 Sht)	1,650.00		1	2	3	4		10
Miscellaneous Details Sheet (1 Sht)	1,650.00		1	2	3	4		10
54th Street & Ray Road Median Modification Plan Sheet (1 Sheet)(1"=20' Scale)	1,650.00		1	2	3	4		10
Highline Canal Pathway Plan and Profile Sheets (4 Sheets)(1"=20' Scale)	10,200.00		4	8	24	28		64
Kyrene Branch Canal Pathway Plan and Profile Sheets (11 Sheets)(1"=20' Scale)	28,050.00		11	22	66	77		176
Kyrene Road Pathway Plan and Profile Sheets (3 Sheets)(1"=20' Scale)	7,650.00		3	6	18	21		48
ADA Improvements Overview Plan (1 Sheet)(1"=100' Scale)	2,300.00		1	3	5	5		14
Sidewalk Ramp and Driveway Detail Sheets (4 Per Sht) (6 Shts)	13,500.00		6	12	30	36		84
Modeling and Grading	3,300.00			10		10		20
ADA Field Analysis	2,800.00			8	8			16
Coordination with SRP on pathway vehicular barrier	700.00			2	2			4
TASK 10.1B - DRAINAGE REPORT	10,065.00	7	9	15	-	23	-	350
Evaluate Existing Drainage Reports/Plans	230.00		1					1
Field Visit	1,010.00	2	2					4
Drainage Analysis	3,135.00	1	2	6		9		18
Floodplain Use Permit	1,770.00	2	2	4				8
Draft Drainage Report	2,335.00	1	1	3		9		14
Respond to Comments	230.00		1					1
Final Drainage Report	1,355.00	1		2		5		8
TASK 10.1C - TRAFFIC ANALYSIS	25,250.00	10	10	28	52	44	4	148
Traffic Analysis	15,875.00	5	8	18	32	28	2	93
Traffic Memo	9,375.00	5	2	10	20	16	2	55
TASK 10.1D - PEDESTRIAN AND TRAFFIC SIGNALS	42,950.00	-	14	49	85	113	10	271
Signal & Interconnect Field Review	1,400.00			4	4			8
Traffic Signal Plan Sheets (10 Shts)	28,000.00		5	25	55	95		180
Interconnect Design and Coordination with City Staff	5,670.00		5	8	10	10		33
Fiber Field Audit	3,260.00		2	8	8			18
Audit Notes, Fold-Flat Details, As-built Markups & Photo Delivery	4,620.00		2	4	8	8	10	32
TASK 10.1E - PATH AND STREET LIGHT PLANS	49,650.00	4	16	71	85	127	-	303
Existing Street Light Field Review	2,620.00		1	1	5	10		17
Photometric Analysis (Double Stacked) (1"=40' Scale)(10 Sheets)	13,920.00	2	4	15	25	40		86
Lighting General Notes	2,620.00		1	5	2	8		16
Lighting Plans (Double Stacked) (1"=40' Scale) (10 Sheets)	27,870.00	2	8	42	49	69		170
SRP Coordination	2,620.00		2	8	4			14

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
		Anne DeBoard	Joel Varner	Ryan Marks	Emma Cheng	Austin McBryde	Becky Bratcher	Total Hours
TASK DESCRIPTION	SUBTOTAL	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
TASK 10.1F - STRIPING & SIGNING PLANS	23,550.00	-	12	21	49	64	-	146
Review and verify preliminary striping layout	550.00		1		2			3
General Notes, Detail, and Legend Sheet (1 Sht)	1,090.00		1	2	3			6
Sign Format Sheet (1 Sht)	2,590.00		1	4	10			15
Striping/Signing Shts (Highline Canal Segment)(4 Shts)(1"=40' Scale)	11,240.00		4	8	20	40		72
Striping/Signing Shts (Kyrene Branch Canal Segment)(5 Shts)(1"=40' Scale)	8,080.00		5	7	14	24		50
TASK 10.1G - LANDSCAPE & IRRIGATION PLANS	18,070.00	-	3	20	42	49	-	114
Site Inventory: Existing Trees and Irrigation Field Work	2,400.00				8	8		16
General Notes and Materials Schedule (1 Sht)	970.00		1		2	3		6
Highline Canal Shared Use Path Landscape Plans (4 Shts) (1"= 20')	6,000.00			8	14	16		38
Planting Details (1 Sht)	970.00		1		2	3		6
Highline Canal Shared Use Path Irrigation Plans (4 Shts) (1"= 20')	6,000.00			8	14	16		38
Irrigation Details (2 Shts)	970.00		1		2	3		6
Coordination meetings (up to 2)	760.00			4				4
TASK 10.2 - SPECIFICATIONS	11,520.00	8	24	20	-	-	-	52
Technical Specifications (60%, 95%, 100%, Final)	8,580.00	4	16	20				40
Review and Update General Conditions/Contract/Specifications (100% & Final)	2,940.00	4	8					12
TASK 10.3 - COST ESTIMATES	7,250.00	-	5	10	-	30	-	45
Quantities/Estimate (30%, 60%, 95%, 100%, Final)	7,250.00		5	10		30		45
TASK 10.4 - MATERIALS QA PLAN	2,740.00	-	2	12	-	-	-	14
Materials QA Plan	2,740.00		2	12				14
TASK 11 - SUBMITTALS	6,140.00	-	6	12	-	12	8	38
30% Submittal Coordination	890.00		1	2		2		5
60% Submittal Coordination	890.00		1	2		2		5
95% Submittal Coordination	890.00		1	2		2		5
100% Submittal Coordination	890.00		1	2		2		5
ADOT Obligation Coordination	1,290.00		1	2		2	4	9
Final Submittal Coordination	1,290.00		1	2		2	4	9
TASK 12 - POST DESIGN SERVICES	3,265.00	5	-	7	-	4	-	16
Pre-Bid Meeting	1,395.00	3		3				6
Addenda Preparation	1,870.00	2		4		4		10
SUBTOTAL DIRECT LABOR	450,725.00	247	246	434	809	718	138	2,592

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Kyrene Branch and Highline Canal Shared Use Path
TP2202.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
		Anne DeBoard	Joel Varner	Ryan Marks	Emma Cheng	Austin McBryde	Becky Bratcher	Total Hours
TASK DESCRIPTION	SUBTOTAL	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
SUBCONSULTANTS TASKS								
TASK 2.2 - UTILITY POTHOLING (RT UNDERGROUND)	26,130.00							
Utility Potholing - See Appendix A	26,130.00							
TASK 6.2 & 7.2 - SURVEY (ENTELLUS)	20,020.00							
Survey - See Appendix B	20,020.00							
TASK 8 - GEOTECHNICAL ENGINEERING (ATEK)	16,017.00							
Geotechnical Engineering - See Appendix C	16,017.00							
TASK 9 - CULTURAL RESOURCES (DESERT ARCHEOLOGY)	5,957.99							
Cultural Resources - See Appendix D	5,957.99							
TASK 9 - LEAD-BASED PAINT (LBP) & ASBESTOS-CONTAINING MATERIAL (ACM) TESTING (NEC)	6,046.93							
LBP and ACM Testing - See Appendix E	6,046.93							
TASK 4 - PUBLIC INVOLVEMENT (MAKPRO)	14,800.00							
Public Involvement - See Appendix F	14,800.00							
SUBTOTAL SUBCONSULTANTS	88,971.92							
VENDOR EXPENSE								
VENDOR EXPENSE	12,706.19							
Traffic Counts (UCG)	7,116.19							
ERIS (Hazmat Database Search)	190.00							
Legal Descriptions & Exhibits (up to 5) (Entellus)	5,400.00							
ALLOWANCE	22,480.00							
Owner's Allowance	20,000.00							
Survey Allowance (Entellus)	2,480.00							
TOTAL CONTRACT FEE - NOT TO EXCEED	574,883.11							

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"
SUBCONSULTANT AGREEMENTS

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



RT Underground

Marcom LLC, DBA

23604 N 56th Avenue Glendale, AZ 85310 (602) 622-6789 jeff.martinez@rtunderground.com

ASPHALT MILLING

Trench, Plates, Small Areas

UTILITY POTHOLING

SUE (Subsurface Utility Engineering)

Submitted to: Anne S. DeBoard, PLA, ASLA
Kimley-Horn
7740 N 16th Street Suite 300
Phoenix, AZ 85020
Phone: (602) 538-5124
Email:

Date: 2/27/23
Project: City of Chandler
Ray Road
Various Locations
Location: Chandler, AZ

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	PERMITS: ROW & Traffic Control	1	LS	\$950.00	\$950.00
2	Utility Pothole up to 8' deep	20	EACH	\$925.00	\$18,500.00
3	Traffic Control	3	DAY	\$1,350.00	\$4,050.00
4	Minimum Survey	1	LS	\$950.00	\$950.00
5	Police Officer for Signal Intersections	16	HOUR	\$105.00	\$1,680.00
TOTAL:					\$26,130.00

Includes: (Potholing Only) DESIGNATING INCLUDES: Above ground locating of DRY Utilities. Kimley Horn to provide up to date asbuilts of area to be marked. RT will designate (mark) above ground where utilities are. Survey by others to follow within 48 hours to record. POTHOLE PRICE INCLUDES:, Soft dig to find utility, Spread sheet with utility info including location by RLS. Price for item 1 is not to exceed 4' wide and 7' deep. Dry hole is charged same as regular. If pothole is in concrete we will core drill and replace core with grout. No panel replacement.

Excludes: Sales Tax, Permits, Bonding Fees, Const. Staking, Testing & Inspection Fees, Removal or Replacement of Traffic Loops, Sawcutting, Removal or Relocating of Existing Utilities. Unforeseen conditions: rock excavation, excessive cobble (over 4") and any other conditions that affect completion of work. Sales tax will be added unless proof of Prime Contractor Status is Provided

Terms: 30 Days

Respectfully Submitted ,

RT Underground

Jeff Martinez

Accepted By :

For : _____

Date : _____

Chandler Project Number TP2202.201
Federal Project No. CHN-0(252)D
ADOT No. T038703D
Kimley-Horn Project Number
Entellus Project Number **843029**

City of Chandler
Kyrene Branch and Highline Canal Shared Use Path

KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH ADDITIONAL SURVEY

PROJECT SCOPE OF WORK

EXHIBIT "A"

March 13th, 2023

Entellus will provide survey services including additional topographic survey beyond what was originally provided to Kimley-Horn. The project is for shared use path improvements for the City of Chandler.

PHASE 100 GENERAL PROJECT MANAGEMENT

- 101 Project Coordination and Administration
General project administrative tasks are included in this task budget for the duration of the project. These activities include but are not limited to the following: interim communication via telephone/email or teleconference, and general correspondence.
- 102 Project Meetings
Entellus has included time to participate in two (2) project meetings with KHA and/or the City of Chandler during the project. It is anticipated that these meetings will be virtual. Agendas and meeting minutes will be prepared and distributed by KHA.

PHASE 200 FIELD SURVEY

- 201 Control Survey
Entellus field surveyors will locate City of Chandler control points and enough additional survey monuments in order to orient the project horizontally vertically with the existing topographic survey already obtained by Kimley-Horn. Level runs will be performed as necessary,
- 202 Additional Topographic Survey
Entellus field surveyors will pick up additional topographic survey as defined by Kimley-Horn to include approximately 3000 linear feet of roadway and 800 linear feet of parks and drainage features.

PHASE 300 MAP PREPARATION

- 301 Data Processing and Map Preparation

Entellus office staff will process the field data collected for Tasks 201 and 202 described above and create an AutoCAD drawing of the surveyed items.

PHASE 400 LEGAL DESCRIPTIONS

- 401 Entellus will prepare legal descriptions and exhibit drawings for 5 locations within the project area. All will be prepared in an 8.5" by 11" format and will be provided as a PDF and hard copy deliverable as necessary. Locations to be determined by Kimley-Horn.

PHASE 500 ALLOWANCES

- 501 Additional Survey
At the request of Kimley-Horn, Entellus has included an allowance for additional field survey and associated office processing time.



3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
 (602) 244-2566 engineers@entellus.com
 www.entellus.com

Chandler Project TP2202.201
 Kimley-Horn Project
 Entellus Project # 843029
 March 13, 2023

City of Chandler
 Kyrene Branch and Highline Canal Shared Use Path

PROJECT HOURS AND FEES

Task	WORK ITEM DESCRIPTION	Project Principal \$ 200.00	Project Manager \$ 165.00	Designer \$ 135.00	CADD Tech \$ 85.00	Admin. Assistant \$ 75.00	Surv. Man. RLS \$ 190.00	Proj. Surv. RLS \$ 120.00	2-Man Crew \$ 160.00	Total Hours	Total Amount	Direct Expenses
100	General Project Management	0	0	0	0	4	8	0	0	12	\$ 1,820.00	\$ -
	101 Project Coord and Admin					4	4			8	\$ 1,060.00	
	100 Project Meetings						4			4	\$ 760.00	
										0	\$ -	
										0	\$ -	
										0	\$ -	
										0	\$ -	
										0	\$ -	
200	Field Survey	0	0	0	0	0	0	0	80	80	\$ 12,800.00	\$ -
	201 Control Survey								16	16	\$ 2,560.00	
	202 Additional Topographic Survey								64	64	\$ 10,240.00	
										0	\$ -	
300	Map Preparation	0	0	0	32	0	4	16	0	52	\$ 5,400.00	
	301 Data Processing & Map Preparation				32		4	16		52	\$ 5,400.00	
										0	\$ -	
										0	\$ -	
										0	\$ -	
400	Legal Descriptions	0	0	0	0	0	0	0	0	0	\$ -	\$ 5,400.00
	401 Legal Description & Exhibit Drawing Preparation									0	\$ -	\$5,400.00
	@ \$1,080/location (5 locations)									0	\$ -	
										0	\$ -	
										0	\$ -	
										0	\$ -	
500	Allowances	0	0	0	4	0	2	4	8	18	\$ 2,480.00	\$ -
	501 Additional Survey				4		2	4	8	18	\$ 2,480.00	
										0	\$ -	
										0	\$ -	
										0	\$ -	
TOTAL STAFF HOURS BASIC DESIGN SERVICES		0	0	0	32	4	12	16	80	144		
DIRECT LABOR COST		\$ -	\$ -	\$ -	\$ 2,720.00	\$ 300.00	\$ 2,280.00	\$ 1,920.00	\$ 12,800.00		\$20,020.00	
TOTAL STAFF HOURS FOR ALLOWANCES ONLY		0	0	0	4	0	2	4	8	18		
ALLOWANCE LABOR COST		\$ -	\$ -	\$ -	\$ 340.00	\$ -	\$ 380.00	\$ 480.00	\$ 1,280.00		\$2,480.00	
TOTAL DIRECT EXPENSES												\$ 5,400.00
TOTAL PROJECT COST (NOT TO EXCEED)											\$27,900.00	



March 7, 2023
File Number: 230056

Attention: Anne S. DeBoard, PLA, ASLA
Kimley-Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

Re: Proposal for Geotechnical Subsurface Exploration
Kyrene Branch and Highline Canal Shared Use Path
Chandler, Arizona

ATEK Engineering Consultants, LLC (ATEK) is pleased to present this proposal to perform a geotechnical subsurface exploration at the above referenced site. This proposal is based on a request for proposal received via email on February 27, 2023.

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

PROJECT UNDERSTANDING

The proposed project consists of improvements to Kyrene Branch and Highline Canal Shared Use Path in Chandler, Arizona. The improvements include path lighting, pedestrian signal, and new traffic signal. The path lighting along the Kyrene Branch and Highline Canal will be on the east side of the canal. It is anticipated that the pedestrian signal will be on the north side of Ray Road at the intersection of Kyrene Branch Canal. The traffic signal will be located on the east side of Kyrene Road and Knox Road. It is anticipated that traffic, pedestrian, and lighting structures will be supported on pole foundations.

COST AND SCHEDULE

ATEK proposes to perform the geotechnical investigation as detailed below on a lump sum basis as tabulated below. This fee also assumes that one (1) color PDF report will be provided. Extra 'hard copy' reports will be provided if requested prior to the initial report printing.

Item	Cost
Geotechnical Subsurface Exploration	\$ 16,017.00

Work will be scheduled upon receipt of your authorization to proceed. We understand that the Client will provide access to the property. Once the Client has provided ATEK with access to the site, we estimate the geotechnical report will be complete within twenty to twenty-five (20 to 25) working days following receipt of your authorization to proceed. If necessary ATEK can adjust the geotechnical exploration schedule to accommodate project requirements.

SCOPE OF SERVICES

A geotechnical subsurface exploration is required to develop information relative to existing site soil. ATEK proposes to provide the following scope of services:

- Perform a review of pertinent documents provided by the client regarding geotechnical information associated with the property;
- Perform a geotechnical site reconnaissance;
- Review available construction information for the proposed structure as it relates to the geotechnical characteristics of the site;
- Explore the existing subsurface conditions by drilling seven (7) soil borings to a depth of thirty feet to determine information relative to subsurface soil conditions. The soil test borings will be advanced using a hollow stem auger to the proposed depth or auger refusal is encountered, whichever occurs first. Representative soil samples will be obtained between the surface and a depth of 2.5 feet, at 5 feet, and at 5-foot intervals thereafter using standard sampling procedures;
- To identify if groundwater is encountered during drilling of borings.

ASSUMPTIONS

Our proposed Scope of Services and cost estimate are based on the following assumptions:

- The project owner will provide right-of-entry to all locations of the borings through an approved encroachment permit.
- Locations of the borings will be checked by “AZ 811”. The client will provide any other possible utility or underground facility locations. Damage to unknown buried facilities, not detected through “Blue Stake” or review of available utility maps provided to us, will not be the responsibility of ATEK.
- Traffic control will consist of a traffic control barricade company, as necessary.
- The Scope of Services included within our fee estimate does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. In the event that such material is suspected, we will notify you immediately for direction before proceeding on any out-of-scope services.
- All borings will be backfilled with the excavated materials.
- This proposal assumes that the site is accessible with a truck-mounted drill rig, under its own power, without the need for towing or pushing.
- This proposal includes drilling to a maximum depth of 30 feet below existing site grade, if deeper borings are required we will need to revise our Scope of Services and fee estimate.
- Any service or cost not specifically included in this proposal is not included in the Scope of Services and associated fee. Costs generated from any work requested by the client that is outside the above Scope of Services will be charged to the client.
- The above estimate applies to work performed within 60 days. After that time, we should review the proposal.

At the completion of the fieldwork, representative samples will be sealed in plastic bags or brass and plastic containers and transported to our laboratory. The samples will then be classified in general accordance with the Unified Soil Classification System (USCS) and reviewed by an experienced geotechnical engineer. Field boring logs will be prepared presenting a description of the soils encountered by the borings. Laboratory testing completed for this project will include natural moisture contents, percent passing a No. 200 sieve, Atterberg limits, undisturbed ring densities, sulfate contents, chloride contents, pH, resistivity tests, direct shear, standard Proctor, and remolded swell. All tests will be performed in general accordance with applicable ASTM procedures.

Based upon our analyses, a geotechnical engineering report will be prepared and issued. The following items will be included in the report:

- A brief review of our field and laboratory procedures and all test results, including boring logs;
- A discussion of the general subsurface conditions including soil and groundwater conditions;
- A review of the proposed construction design conditions;
- Any unsatisfactory soil conditions (if applicable) and recommended remedial measures;
- A general evaluation of possible alternate foundation systems (if applicable), and a discussion of the recommended foundation system;
- Design criteria related to the recommended foundation system including allowable bearing pressure, minimum sizes, predicted performance and lateral earth pressures;
- Recommended construction procedures and quality control measures related to foundations and earthwork.

AUTHORIZATION

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

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

LIMITATIONS

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

TERMS AND CONDITIONS

All terms and conditions indicated in this proposal and in the attached General Conditions will be considered by both parties to be in effect from the effective date of the signed proposal through completion of the project. The proposal will remain in effect for 60 days from its date, and thereafter shall be null and void unless it has been signed for the work proposed.

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

Sincerely,
ATEK Engineering Consultants, LLC.



Antonio Lopez, PE
Project Manager



Armando Ortega, PE
Principal Geotechnical Engineer

Enclosure: General Conditions 2022

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

By: _____
Kimley-Horn

Title: _____

Date: _____

ATEK GENERAL CONDITIONS (PROFESSIONAL SERVICES)

This PROFESSIONAL SERVICES AGREEMENT is made by and between Kimley-Horn hereinafter referred to as CLIENT, and ATEK Engineering Consultants, LLC, hereinafter called ATEK.

The PROFESSIONAL SERVICES AGREEMENT between the parties consists of these terms and conditions, the attached PROPOSAL identified as ATEK Proposal No. 230056, dated March 7, 2023, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this PROFESSIONAL SERVICES AGREEMENT must be mutually agreed to in writing.

SECTION 1 - SCOPE OF SERVICES

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

SECTION 2 - PERMITS & UTILITIES

1. Unless otherwise stated in the PROPOSAL, CLIENT shall apply for and obtain all required permits and licenses. CLIENT shall make all necessary arrangements for right of entry to provide ATEK access to the site for all equipment and personnel at no charge to ATEK.
2. ATEK will contact Blue stake prior to beginning field exploration services. While ATEK will take all reasonable precautions to minimize any damage to the property, CLIENT agrees to hold ATEK harmless for unknown buried facilities, not detected through "Blue Stake" or review of available utility maps provided to us, in the absence of willful and gross misconduct by ATEK.

SECTION 3 - SAMPLES

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

SECTION 4 - INVOICES

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

SECTION 5 - OWNERSHIP OF DOCUMENTS

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

SECTION 6 - DISPUTES

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

SECTION 7 - STANDARD OF CARE & NOTIFICATION

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

SECTION 8 - LIMITATION OF LIABILITY

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

SECTION 9 - INSURANCE

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

SECTION 10 - TERMINATION

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

SECTION 11 - ENTIRE AGREEMENT

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



FEE PROPOSAL - Phase 1 SUBCONSULTANT COST PROPOSAL SUMMARY

SUBCONSULTANT: ATEK Engineering Consultants, LLC.

CONTRACT NO.: TBA

PROJECT NAME: Kyrene Branch and Higline Canal SUP

DIRECT LABOR for TASK			
Classifications	Man-hours	Hourly Rates	Labor
Project Manager	8	\$ 140.00	\$ 1,120.00
Project Engineer	14	\$ 135.00	\$ 1,890.00
Staff Engineer	22	\$ 115.00	\$ 2,530.00
Secretary/Clerical	2	\$ 55.00	\$ 110.00
TOTAL	46		
Sub consultant's Total Direct Labor for Task(s)			\$ 5,650.00

DIRECT AND OUTSIDE EXPENSES for TASK(S)			
DESCRIPTION			EXPENSE AMOUNT
Mileage	0	\$ 0.655	\$ -
Outside Services - Asphalt Repairs			\$ -
Outside Services - 1/2-Sack Slurry			\$ -
Outside Services - Traffic Control Plan	2	\$ 100.00	\$ 200.00
Outside Services - Traffic Control	10	\$ 165.00	\$ 1,650.00
Outside Services - Drill Rig	16	\$ 230.00	\$ 3,680.00
Hydrometer Analysis, with Specific Gravity		\$ 195.00	\$ -
Moisture Content	7	\$ 28.00	\$ 196.00
Full Sieve Analysis, Coarse and Fine, washed	7	\$ 92.00	\$ 644.00
Plasticity Index (dry)	7	\$ 81.00	\$ 567.00
Consolidation		\$ 210.00	\$ -
Undisturbed Moisture/Unit Weight	5	\$ 40.00	\$ 200.00
Remolded Swell	2	\$ 135.00	\$ 270.00
pH and Resistivity of Soils and Aggregate	7	\$ 165.00	\$ 1,155.00
Direct Shear	2	\$ 400.00	\$ 800.00
Moisture-Density Relationship (Proctor)	2	\$ 170.00	\$ 340.00
Sulfates and Chlorides	7	\$ 95.00	\$ 665.00
			\$ -
Sub Consultant's Total of Direct and Outside Expenses			\$ 10,367.00
Sub Consultant's Total Labor			\$ 5,650.00
Sub Consultant's PROPOSED FEE			\$ 16,017.00



DESERT ARCHAEOLOGY, INC.

3975 N. Tucson Blvd. Tucson, Arizona 85716
(520) 881-2244
www.desert.com

Sarah Herr, Ph.D.

President

William H. Doelle, Ph.D.

Vice President

March 14, 2023

Jennifer Simpkins
Kimley-Horn
7740 North 16th Street, Suite 300
Phoenix, AZ 85020

Project Name: Kyrene Branch and Highline Canal Shared Use Path
City of Chandler Project No. TP2202.201
ADOT Project Number: T0387 03D
Cultural Resources Services

Dear Ms. Simpkins,

Desert Archaeology is pleased to be included as a subconsultant on the above referenced contract for cultural resources services. The scope of work and derivation cost proposal summary are attached.

We understand that no work on the contract/project can commence without a written Notice to Proceed (NTP) letter from Kimley-Horn and that Desert Archaeology will not be reimbursed for any work undertaken before a written NTP is issued by ADOT.

Respectfully submitted,

Sarah Herr
President

Patricia Castalia
Project Manager



DESERT ARCHAEOLOGY, INC.

3975 N. Tucson Blvd. Tucson, Arizona 85716
(520) 881-2244
www.desert.com

Sarah Herr, Ph.D.

President

William H. Doelle, Ph.D.

Vice President

Project Name: Kyrene Branch and Highline Canal Shared Use Path

City of Chandler Project No. TP2202.201

ADOT Project Number: T0387 03D

Cultural Resources Services

Scope of Work

The City of Chandler, in partnership with ADOT, plans to construct approximately four miles of concrete shared use pathway segments, including EAWSZs – along the SRP Highline Canal and along the SRP Kyrene Branch Canal – using federal funding. No new ROW will be required; however, TCEs will be needed for construction.

Work will include:

Highline:

- new concrete shared use pathway from the terminus of the existing concrete pathway at the Tempe/Chandler border to Orchid Lane
- Restriping of Orchid Lane and 54th Street to provide separated bike lanes
- Other than minor driveway curb ramp improvements where the canal path meets Orchid Lane, no other street/curb work

Kyrene:

- New concrete shared use pathway from Knox Rd/Kyrene Road to south of Linda Lane
- Two new signals – one at Knox to cross Kyrene and one across Ray
- Minor driveway curb ramp improvements where path intersects streets

The Project Environmental Data Sheet indicates that land ownership is City of Chandler ROW. Modifications to canals could result in potential issues under Section 4(f) of the U.S. Department of Transportation Act of 1966. The buffered study area for the project is located on the floodplain adjacent to the Gila River. A preliminary review of the AZSITE database indicates that several previous cultural resources surveys overlap the proposed alignments and that both canal segments are part of previously designated archaeological sites. AZSITE indicates that both sites have been determined eligible for inclusion on the National Register of Historic Places (NRHP). The only other designated site in the vicinity of the project areas is the Maricopa & Phoenix Railroad, a Southern Pacific Railroad spur (now owned and operated by the Union Pacific) that extends between Tempe and West Chandler and has been determined not NRHP-eligible.

The project is considered a federal undertaking under the National Environmental Protection Act and Section 106 of the National Historic Preservation Act. ADOT has identified the need for cultural resources records review, a Class III survey, and consultation support.

Tasks

1. Desert Archaeology will conduct a records search of known cultural resources within the Area of Potential Effects (APE) and a defined buffer zone (0.5-mile perimeter around the APE). Relevant information related to previous projects and known archaeological sites in the vicinity of the APE will be gathered from a variety of sources, including AZSITE; the Arizona State Museum (ASM) Archaeological Records Office (ARO); and the ADOT Historic Preservation Team (HPT) portal. Other potential sources of information may include General Land Office (GLO) records and historic USGS topographical quadrangle maps, historic aerial photographs, the Arizona Register of Historic Places (ARHP), the National Register of Historic Places (NRHP), and relevant reports for past projects conducted in and adjacent to the project area.
2. A Class III cultural resources field survey of the APE will be undertaken. The survey will require the systematic inspection of the ground surface within the project area by an archaeologist and the identification of any cultural remains that are visible. The project area will be examined by archaeologists in areas within the APE not covered by modern materials, such as asphalt paving. Standing buildings or structures within or adjacent to the project area will be evaluated as to age and function. Effects on in-use historic structures, such as canals, will be evaluated in the context of Section 4(f).

All cultural resources that are identified will be assessed and recorded, mapped using a GPS instrument, and photographed. Newly discovered sites will be fully recorded within the APE using current ASM site forms. Previously recorded sites will be relocated, their current condition will be assessed, and they will be documented according to current ASM standards. Any site encountered during the Class III survey will be evaluated for significance using the National Register of Historic Places criteria. Cultural remains not meeting ASM site definition criteria will be recorded as isolated occurrences.

3. The work will result in a report that meets the compliance requirements of federal, state, and local agencies and provides recommendations for the further consideration of significant cultural resources recommended as eligible for the National Register of Historic Places that cannot be avoided. The report will include a listing of known sites within the APE, their National Register eligibility status, consultation history, previous investigations, the potential effects from this project, and any further recommended treatment. The report will include map figures of sites and previous projects in the APE as well as recommended avoidance areas. It will follow content and formatting guidelines established by the Arizona State Historic Preservation Office (SHPO), ASM, and ADOT, and may use the SHPO Survey Report Summary Form. The draft report will be submitted to the client for review. Revisions based on all review comments will be made in a final report.
4. Desert Archaeology will facilitate Section 106 consultation through preparation of one draft consultation letter. Once the final report is accepted by all compliance review agencies, all project materials will be curated with the ASM and uploaded to the ADOT HPT portal.

Exclusions:

The proposal does not include site flagging for avoidance, cultural resources monitoring, or testing/data recovery.

Schedule

Desert Archaeology will begin the records review (Task 1) as soon as we receive notice to proceed. Fieldwork (Task 2) will be scheduled within two weeks, and the report (Task 3) will require three weeks to complete thereafter. Consultation support (Task 3) will be ongoing throughout the project as needed.



14 March 2023

Patricia Castalia
Operations Director

Date



Firm: Desert Archaeology, Inc.
Address: 3975 N. Tucson Blvd., Tucson, AZ
Phone: 520-881-2244

City of Chandler Project No.: TP2202.201
Project Name: Kyrene Branch and High-
line Canal Shared Use Path
Project Number: T0387 03D
Date: 3/14/2023

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR RATES

<u>Classification</u>	<u>Contract Rate</u>	<u>Hours</u>	<u>Labor Cost</u>
Environmental Coordinator/Program Manager	\$33.73	14	\$472.22
Archaeologist	\$27.75	64	\$1,776.00
GIS Analyst/Technician-Sr.	\$33.00	4	\$132.00
GIS Analyst/Technician	\$25.00	8	\$200.00
Total Direct Labor		90	\$2,580.22
Negotiated Overhead (94.94%)			\$2,449.66
FCCM (.02%)			\$0.52

DIRECT EXPENSES

Curation/Permits (estimated)	\$424.60
Subtotal Direct Expenses	\$424.60
Fee (10% of Direct Labor and Overhead)	\$502.99
Total Estimated Cost	\$5,957.99

DBE Certification Yes

Sarah Herr
President

3/14/2023

Date



Firm: Desert Archaeology, Inc.
Address: 3975 N. Tucson Blvd., Tucson, AZ
Phone: 520-881-2244

City of Chandler Project No.: TP2202.201
Project Name: Kyrene Branch and Highline Canal
Shared Use Path
Project Number: T0387 03D
Date: 3/14/2023

DIRECT LABOR RATES

Classification

Environmental Coordinator/Program Manager
Archaeologist
GIS Analyst/Technician-Sr.
GIS Analyst/Technician

Management/ Consultation
Records Review
Class III Survey
Report Preparation

Hours

Total Direct Labor

8	0	0	6	14
0	16	16	32	64
0	4	0	0	4
0	0	0	8	8
				90

Quote

Quote No **Q005244**

Job No. 005595

Date 14 March 2023

Valid To 13 May 2023

Desert Archaeology
3975 N. Tucson Blvd.
Tucson
AZ 85716-1037

Project Name: Kyrene Branch and Highline Canal Shared Use Path
City of Chandler Project No. TP2202.201
ADOT Project Number: T0387 03D

Arizona State Museum
C/O RII Business Center
Marshall Building - Room 525
845 N Park Avenue
PO Box 210158B
Tucson, AZ 85719

Kyrene Branch and Highline Canal Survey

Online Quote Request 03/13/2023 2:27 pm

Submitted By: Patricia Castalia / permits@desert.com [5208812244]

Billing Contact: Jody Dito permits@desert.com 5208812244

Class III survey

Client Selected:

Desert Archaeology:Desert Archaeology
3975 N. Tucson Blvd.:3975 N. Tucson Blvd.
Tucson:Tucson
AZ:AZ
85716-1037:85716-1037
(520) 881-2244:(520) 881-2244
<http://desert.com/>:<http://desert.com/>

Project Sponsor:

Project Name: Kyrene Branch and Highline Canal Survey

Project Number:

ASM Accession Number:

Project Description: Class III survey

Land Ownership: Private: NO

Land Ownership: Tribal: NO

Land Ownership: Federal: NO

Land Ownership: State: YES

Estimated Project Start Date: 04/03/2023

Estimated Project End Date: 04/28/2023

Service: PROJECT REGISTRATION: YES

Project will be carried out under an AAA Permit: SELECTED

Non-collection Survey: SELECTED

Number of acres on State land: 0.0

Number of linear miles on State land: 8

Number of calendar days project duration on State land: 2

AAA Project-specific Permit No: SELECTED

AAA Blanket Permit already issued for calendar year: SELECTED

Acknowledgement of Notification of Intent to conduct non-collection survey: YES

Number of person field days: 2

Number of new sites to be recorded: 0

Number of sites to be updated: 0

Number of linear inches of documents to be curated at ASM: 1

Number of digital images to be curated at ASM: 1

Rate-Based Services

Quote

Description	Time	Rate	Amount
Project Registration, Non-collection survey - Assistant - (ARO)	0.67	38.00	25.33
Project Registration, Non-collection survey - Specialist - (ARO)	0.60	83.00	49.80
Review Draft Report - Specialist - (ARO)	2.00	83.00	166.00
CURATION Prepare Documents - Assistant - (ARO)	0.33	38.00	12.67
CURATION Prepare Documents - Specialist - (ARO)	0.17	83.00	13.83
CURATION Prepare Archive - Assistant - (ARCHIVE)	0.30	38.00	11.40
CURATION Prepare Archive - Professional - (ARCHIVE)	0.33	125.00	41.67
CURATION Prepare Photos - Specialist - (PHOTO)	0.30	83.00	24.90
CURATION Process Images - Professional - (PHOTO)	0.10	125.00	12.50

Fee-Based Services

Description	Quantity	Rate	Amount
CURATION in perpetuity of a linear inch of documentation	1.00	66.50	66.50

Sub Total 424.60

Tax 0.00

Total 424.60

This quote is provided in good faith based on the assumptions and information submitted via the Arizona State Museum (ASM) Request for Quote Questionnaire. This quote applies only to the specific project for which the Request for Quote was submitted. If at any time the scope of this project escalates beyond that which was outlined within the Request for Quote Questionnaire, a revised quote (Rev.) will be issued, and thereafter become binding. The rates and fees listed in this quote are valid for 60 calendar days after date issued.



March 10, 2023

Jennifer Simpkins
Kimley-Horn
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

ADOT Project No.: T0387 01C
City of Chandler Project No.: TP2202.201
Project Name: Kyrene Branch and Highline Canal Shared Use Path
Federal I.D.: CHN-(0(252)D

Re: Scope of Work and Cost Estimate Hazardous Materials Sampling and Report

Dear Ms. Simpkins:

Newton Environmental Consulting, LLC (NEC) is pleased to submit for your consideration our Scope-of-Services and Cost-Estimate for the completion of a Hazardous Materials Sampling (HMS) report for Asbestos containing material (ACM) and lead-based paint (LBP) for this City of Chandler (COC) and Arizona Department of Transportation (ADOT) project. The project involves approximately one-quarter mile of shared-use pathways along Salt River Project's Highline Canal and is located in Chandler within Maricopa County, AZ. The project is anticipated to be within the transportation ROW.

We hope that you will find this Scope-of-Services and lump sum Cost-Estimate complete. Please call me directly at 602.332.9642, should you have any questions or require additional information.

Sincerely,

A handwritten signature in dark ink that reads "Angela Newton". The signature is fluid and cursive.

Angela Newton Principal

Attachments: Cost Derivation Sheets

NEC SCOPE-OF-SERVICES

Kyrene Branch and Highline Canal Shared Use Path

HAZARDOUS MATERIALS ASSUMPTIONS

The City of Chandler is constructing approximately one-quarter mile of new 10-foot wide, concrete shared-use pathway along Salt River Project's Highline Canal beginning from the path's existing terminus at the City of Chandler/City of Tempe border, and continuing southwest to Orchard Lane. The City of Chandler is also constructing one mile of new 10-foot wide, concrete shared-use path along Salt River Project's Kyrene Branch Canal beginning at S. Kyrene Road and W. Knox Road intersection and continuing in a southwest direction to just south of Linda Lane. Project to be constructed inside City Road - No new ROW will be required. City will need TCE's for construction and an Easement. Design will verify all ROW Considerations.

NEC assumes the number of ACM and LBP samples are based on information provided by KHA, information in the 2018 ADOT Bridge Inventory, and current Google Earth imagery. ADOT Hazardous Materials Coordinator, Ed Green, approved the sampling methodology on 3/10/2023 via email. NEC will not conduct a Preliminary Initial Site Assessment for this project. We understand that all work will take place in existing ROW. State and Vicinity Maps, as well as scope of work (SOW) will be provided by KHA.

TASKS DESCRIPTIONS

1. Project Management

- Scheduling and billing services.

2. Coordination

- Coordination with Kimley-Horn, COC, and ADOT.

3. Hazardous Materials

- Pre- and post-field activities including COC preparation, lab drop off, and equipment clean-up. Pre- and post-field operations.
- Travel to and from site and lab.
- Conduct a site visit to review the project limits and collect samples for the ACM/LBP analysis along Salt River Project's Highline Canal.

4. Report

- Prepare and submit a draft sampling report for the internal team to review.
- Address comments per internal team review and revise the sampling report for final submittal.



ADOT Project No. T0387 01C

Project Name: Kyrene Branch and Highline Canal Shared Use Path

City of Chandler Project No.: TP2202.201

Federal ID.: CHN-(0(252)D

March 10, 2023

NEC Project No.: 2023-KH_COCPATH

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR

<u>Classification</u>	<u>Labor Hours</u>	<u>Rate</u>	<u>Labor Cost</u>
Project Manager - Sr.	7	\$160.00	\$1,120.00
Environmental Planner/Scientist	30	\$119.21	\$3,576.30
Administrative	2	\$65.00	\$130.00
Total Hours:	39	Total Direct Labor:	\$4,826.30

OTHER DIRECT COSTS

Mileage (Fiberquant Lab) - Per ADOT Travel Policy	\$30.63
Mileage (Field Sampling) - Per ADOT Travel Policy	\$35.00
Fiberquant Lab Testing	\$1,155.00
Total Other Direct Costs:	\$1,220.63

TOTAL COST: \$6,046.93

A handwritten signature in black ink that reads "Angela Newton".

Angela Newton

3/10/2023

Date



ADOT Project No. T0387 01C
 Project Name: Kyrene Branch and Highline Canal Shared Use Path
 City of Chandler Project No.: TP2202.201
 Federal ID.: CHN-(0(252)D

March 10, 2023

NEC Project No.: 2023-KH_COCPATH

TASK NO.	TASK DESCRIPTION	Project Manager - Sr.	Environmental Planner/Scientist	Administrative	Task Hour
		\$160.00	\$119.21	\$65.00	
1	100- PROJECT MANAGEMENT				
	Scheduling and billing services. Project supervision and close-out.	2	6	2	10
2	200- COORDINATION				
	Coordination with Kimley-Horn and ADOT.	2	4		6
3	300- HAZARDOUS MATERIALS				
	Pre- and post-field activities including COC preparation, lab drop off, and equipment clean-up.		6		6
	Travel to and from project site and lab. (1-person team)		2		2
	Site visit including sampling. (1-person team)		3		3
4	400- SAMPLING REPORT				
	Prepare and submit a draft sampling report for the internal team to review.	2	8		10
	Address comments per internal team review and revise the sampling report for final submittal.	1	1		2
Total Hours		7	30	2	39



ADOT Project No. T0387 01C

Project Name: Kyrene Branch and Highline Canal Shared Use Path

Contract No.: 2022-006.08

Federal ID.: CHN-(0(252)D

March 10, 2023

NEC Project No.: 2023-KH_COCPTH

OTHER DIRECT COSTS BREAKDOWN

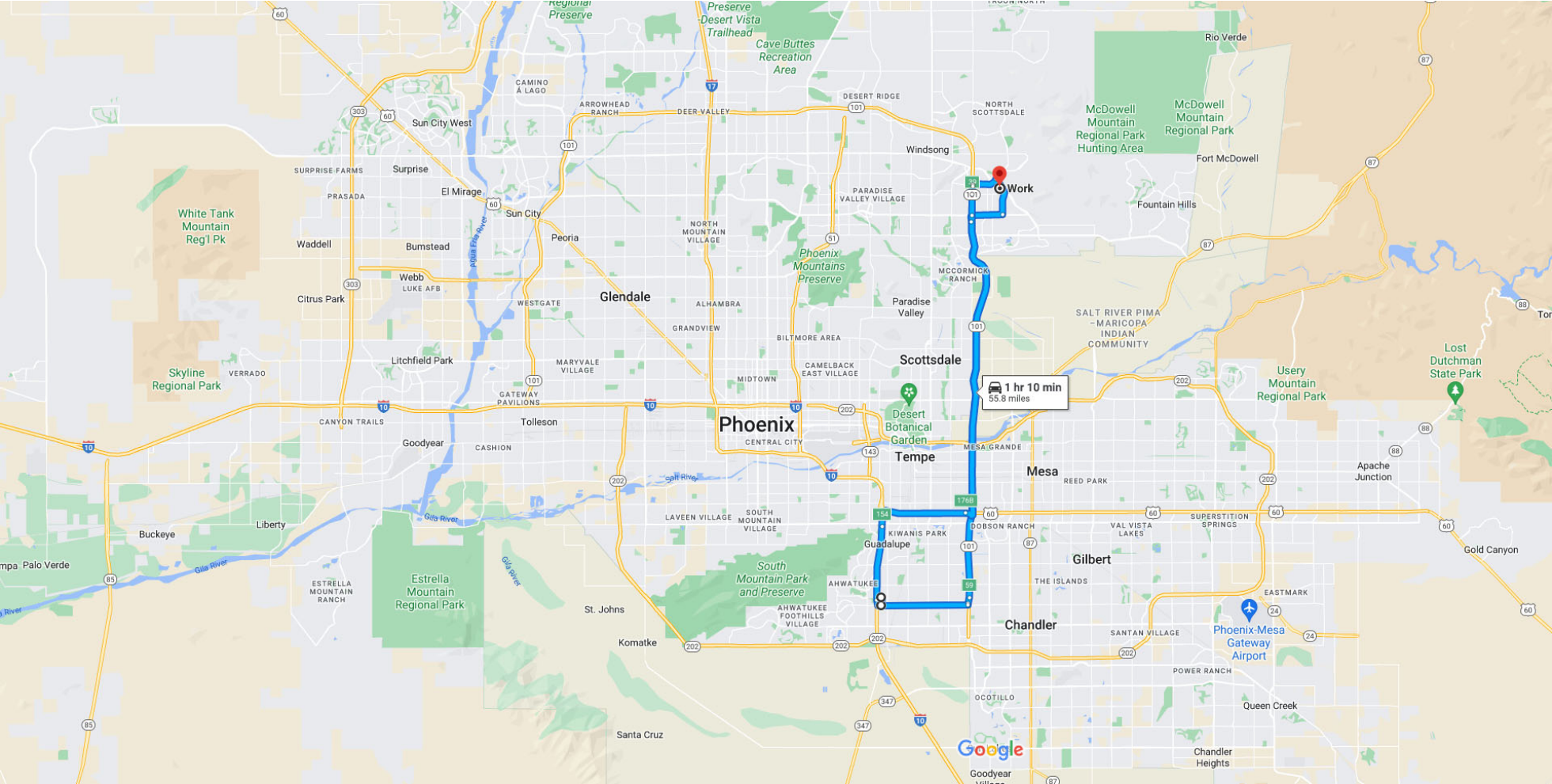
Travel

Mileage (Fiberquant Lab) - Per ADOT Travel Policy	1	trips/month x	49	miles @	\$0.625	per mile =	\$30.63
Mileage (Field Sampling) - Per ADOT Travel Policy	1	trips/month x	56	miles @	\$0.625	per mile =	\$35.00
Subtotal Travel:							\$65.63

Fiberquant Lab Testing

Fiberquant asbestos sample analysis	1	site visit/month x	57	samples @	\$16.50	per	\$940.50
Fiberquant lead sample analysis	1	site visit/month x	13	samples @	\$16.50	per	\$214.50
Subtotal Testing:							\$1,155.00

TOTAL OTHER DIRECT COSTS: \$1,220.63



Map data ©2023 2 mi

 via AZ-101 Loop S

1 hr 10 min

1 hr 10 min without traffic

55.8 miles

Explore 9859 E Winchcomb Dr

Drive 52.7 miles, 1 hr 3 min



- Continue on AZ-101 Loop S. Drive from AZ-202/AZ-202 Loop W to Phoenix. Take exit 151 from I-10 W/US-60 W
- 18 min (20.0 mi)
7. Merge onto AZ-101 Loop S
- 10.8 mi
8. Use the right 2 lanes to take exit 51 to merge onto AZ-202/AZ-202 Loop W toward Airport
- 4.5 mi
9. Use the right 2 lanes to take exit 5 to merge onto AZ-143 S
- 2.8 mi
10. Take exit 1B to merge onto I-10 W/US-60 W toward Los Angeles
- Parts of this road may be closed at certain times or days
- 1.7 mi
11. Take exit 151 for University Dr toward 32nd St
- 0.3 mi

The map displays a blue route starting from a red pin labeled 'Work' in the northern part of Phoenix, near North Scottsdale. The route travels south through the city, passing the Desert Botanical Garden, and then west through Tempe to a red pin labeled 'Fiberquant Inc.' near the intersection of I-10 and I-17. A callout box indicates the total distance is 52.7 miles and the estimated travel time is 1 hour 3 minutes. The map also shows various other landmarks and neighborhoods, including Glendale, Mesa, Chandler, and Gilbert, as well as major highways like I-10, I-17, and SR-101.



Ashton Koons
Newton Environmental Consulting, LLC

3/28/2022

Dear Ms. Koons

Thank you for your interest in using our PLM services for determining asbestos concentrations in bulk materials. As discussed, our fee for roadway projects would be \$16.50 per sample with a 1-3 day turnaround time. FAA services for testing lead in paint is also \$16.50 per sample with a 1-3 day turnaround time.

Sincerely,

A handwritten signature in black ink, reading "Michael Breu". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Michael Breu
Technical Manager
Fiberquant Analytical Services



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

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

March 30, 2023

Ms. Anne DeBoard
Kimley-Horn & Associates
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

Dear Anne:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal and cost estimate for public involvement and stakeholder coordination services during design for the City of Chandler's Kyrene Branch & Highline Canal Shared Use Path Project (T038703D CHN0252D TP2202.201). Public involvement is an important element in projects such as this that take place near or through residential communities and provides a link between the project and the community it impacts. Many times, this small link is all that is needed to help a project run more smoothly.

There are a variety of public involvement tools which can be used to establish appropriate communication with the effected stakeholders of a project. The services included in this scope and fee are based on our previous experience on these projects, our discussions during the scoping meeting, and our experience with City of Chandler.

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

As part of this effort, MakPro will:

- Coordinate with the project team to develop a community engagement plan for the project for discussions with stakeholders. (2 hrs)
- Communicate with leadership (community management or HOA Board) for up to four nearby HOAs (to be determined) along the shared-use path alignment to discuss the project components and design details. MakPro will schedule, prepare for and coordinate up to four (4) total meetings with these HOAs. (18 hrs)
- Schedule, coordinate, prepare for, participate in and document up to two (2) combined public meetings for the broader public to learn about the shared use paths and provide their feedback or comments. (18 hrs)
- Draft meeting notifications for two public meetings which will include meeting details, how to get information, and how to communicate with the project team. (14 hrs + \$3,800 printing/postage/translation)

- Participate in discussions with auto dealerships/businesses along the Highline Canal Shared Use Path to better understand their desires and concerns to be considered in the project design. (6 hrs)
- Coordinate with HOAs and businesses prior to the public meetings to ensure they are aware of the meetings and can share this information with their residents. (8 hrs)
- Update information on chandleraz.gov to provide web information with public meeting exhibits and/or project progress. (4 hrs)
- Provide a project hotline which can receive comments related to the project. (15 hrs)
- Participate in up to 10 design progress meetings to understand project concepts and plan for public engagement, progress meetings assumed to be virtual (10 hrs)

The total cost for public outreach services as identified above **should not exceed \$14,800.00**. This estimate assumes a rate of \$120/hour for principal and \$100/hr for associate. Reimbursable expenses are based on a 2-up half-color postcard (approx 1,400 addresses) mailer. Excluded from this estimate are any unusual out-of-pocket expenses requested by the sponsor.

This proposal assumes any displays, exhibits, engineering designs or details, required for public information will be provided by the City of Chandler or Kimley-Horn. Changes of substance to this proposal during the project may affect the final cost. Thank you for the opportunity to continue our work with you and the City of Chandler on this exciting project.

Sincerely,



Teresa Makinen
Principal

EXHIBIT "F"
FEDERAL REQUIREMENTS

FEDERAL REQUIREMENTS
AND
DOCUMENTS
FOR
SOQ - PROFESSIONAL SERVICES
AND CONTRACT
With DBE Goal – DBE Race Conscious

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

FEDERAL DOCUMENTS

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TABLE OF CONTENTS

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1.0

**REQUIREMENTS OF THE CONSULTANT
FOR SOQ SUBMITTAL**

1.0 CONSULTANT REQUIREMENTS FOR SOQ SUBMITTAL

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

1.1 REQUIRED LICENSURE AND REGISTRATION

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

1.2 PRE-QUALIFICATION

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

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

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

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

1.3 AUDIT & ANALYSIS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

1.4 STATE OF ARIZONA LOCAL OFFICE REQUIREMENTS

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

1.5 NOT ALLOWED IN SOQ SUBITTAL

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

1.6 BIDDERS-PROPOSERS LIST EMAIL VERIFICATION

See the DBE Documents section for instructions. This email verification document must be submitted with SOQ and is not included in the limited page count submittal requirements.

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

2.0

SOQ PROPOSAL CERTIFICATION FORM

(Submitted With SOQ - Document on File)



CITY OF CHANDLER
SOQ PROPOSAL CERTIFICATION FORM

CONSULTANT NAME: Kimley-Horn and Associates, Inc.

PROJECT NAME	Kyrene Branch and Highline Canal Shared Use Path				
CITY PROJECT NO	TP2202-201	FEDERAL NO	CHN0252D	ADOT NO	T038703D

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

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

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

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

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

Name (Print): Adam C. Perillo, PLA

Title: Senior Vice President

Name (Signature):



Date: 05/03/2023

3.0

LOBBY CERTIFICATION FORM

(Submitted with SOQ - Document on File)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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

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

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

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

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

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

4.0

PROMPT PAY PROVISION

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

(09/20/2016)

MEASUREMENTS AND PAYMENT:

Partial Payments:

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

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

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

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

Subcontractor Payments:

(1) Retention:

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

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

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

(3) Partial Payment:

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

(4) Final Payment:

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

(5) Payment Reporting:

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

The requirements of this subsection apply to all Reportable Contracts.

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

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

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

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

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

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

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

(a) Sanctions for Inadequate Reporting:

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

(6) Completion of Work:

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

(7) Disputes:

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

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

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

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

(8) Non-compliance:

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

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

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

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

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

5.0

TITLE VI

TITLE VI ASSURANCE

TITLE VI APPENDIX A

TITLE VI APPENDIX E

Local Public Agency/ MPO or COG
Title VI Assurances

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

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

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

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

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

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

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

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

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

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

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

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

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

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

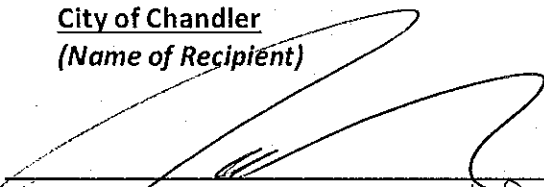
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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

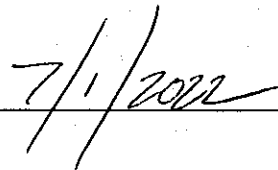
The **City of Chandler** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation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

City of Chandler
(Name of Recipient)

By


John Knudson PWA Director

DATED


7/1/2022

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

6.0

RECORDS RETENTION

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

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

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

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

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

7.0

FEDERAL IMMIGRATION

AND

NATIONALITY ACT

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

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

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

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

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

8.0

BUY AMERICA REQUIREMENTS

On May 14, 2022 - Build America, Buy America: This new law governs domestic preferences for iron and steel, manufactured products and construction materials for infrastructure projects that use federal dollars for funding.

**BUY AMERICA / BUILD AMERICA BUY AMERICA / MATERIAL CERTIFICATION
REQUIREMENTS**
For City of Chandler Federal Funded Projects Per FHWA

The City of Chandler will follow Buy America requirements and the Build America Buy America requirements.

A. REGULATIONS

1. FHWA - BUY AMERICA AND THE NEW BUILD AMERICA, BUY AMERICA REGULATION EFFECTIVE NOVEMBER 1, 2022.

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

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

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

2. MAG SPECIFICATION SECTION 106.2.1
3. ADOT SPECIFICATION 106, 106.05 AND 106.15

B. PROCEDURE FOR MATERIAL CERTIFICATION REQUIREMENTS – CITY OF CHANDLER

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

C. MATERIAL CERTIFICATIONS – Every Material Certification must have the following– Items 1-11

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

SECTION 106 CONTROL OF MATERIALS: of the Standard Specification is modified to add:

106.17 Construction Materials

A construction material, when used on a federal-aid construction project shall comply with the requirements of Build America Buy America (BABA) Act specific in Title IX, Subtitle A, Part 1, Sections 70901 and 70911-70918 of the Infrastructure Investment and Job Act (ILJA).

A 'construction material' that is permanently incorporated on the project shall include an article, material, or supply that is or consists primarily of the following:

- 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

Items manufactured through a combination of either two or more materials listed above, or at least one of the materials list above and a material not listed shall be considered as a manufactured product, rather than as a construction material.

Build America Buy America provisions specified for manufactured products in Section 70912(6)(B) of the ILJA, do not apply to federal-aid construction projects per FHQWA's existing statutory requirement applicable to manufactured products. A "manufactured product" is considered to be an item that undergoes one or more manufacturing processes before the item can be used on a federal-aid construction project.

Construction materials shall not include cement and cementitious materials; bituminous materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

All construction materials shall be produced in the United States. This means, all manufacturing processes to produce the construction materials shall occur in the United States. All manufacturing processes for construction materials shall mean the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

The contractor shall furnish the Engineer with Certificate of Compliance, conforming to the requirements of Subsection 106.05 of the ADOT specifications, which shall state that the construction materials incorporated in the project meet the requirements specified herein.

Certificates of Compliance shall also certify that all manufacturing processes to produce construction materials occurred in the United States.

Convict-produced materials are prohibited in accordance with the requirements of 23 CFR 635.417.

Bipartisan Infrastructure Law – Build America, Buy America Act

Questions and Answers

Updated 2/1/2023

Except for any statutes and regulations cited, the contents of this document do not have the force and effect of law and are not meant to bind States or the public in any way. This document is intended only to provide clarity regarding existing requirements under the law or agency policies.

1. What does the Build America, Buy America Act (BABA or the Act) require?

The BABA, part of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (Nov. 15, 2021), establishes several procedural and substantive requirements with respect to Buy America.

The procedural requirements under BABA, generally focused on Buy America implementation, include requirements for agencies to review existing Buy America preference requirements, submit reports to the Office of Management and Budget (OMB) and to Congress, review waivers of general applicability, and coordinate with the Made in America Office (MIAO) within OMB in the processing of waivers. See BABA Sections 70913(a) and (b); 70914(d); and 70923(b).

The substantive requirements under BABA include a Buy America preference that all Federal agencies must apply to any Federal financial assistance program for infrastructure that is not already subject to existing Buy America requirements for the relevant categories. See BABA Sections 70914(a) and 70917(a).

2. Do FHWA's existing requirements for steel/iron items and manufactured products continue to apply?

Yes. BABA Section 70917(a) provides that the Buy America requirements under Section 70914 apply only to the extent that Federal agencies do not already apply a Buy America preference as described in Section 70914 to steel, iron, manufactured products, and construction materials. This provision clarifies that Section 70914 of the Act does not supplant FHWA's existing Buy America policies and provisions that meet or exceed the standards required by the Act, such as its requirements for iron and steel under 23 U.S.C. 313. BABA Section 70914(d) also provides a process for reviewing existing waivers of general applicability, such as FHWA's general waiver for manufactured products.

3. Does BABA require the application of Buy America to any new categories of products for Federal-aid highway projects?

Yes. BABA Section 70914(a) requires FHWA to extend coverage of Buy America to "construction materials." Since 23 U.S.C. 313 does not specifically apply to construction materials, the BABA requirements for construction materials apply to Federal-aid highway projects.

Contact

- **Edwin Okonkwo**
[Office of Preconstruction,](#)
[Construction and Pavements](#)
202-366-1558
[E-mail Edwin](#)

4. What guidance is available concerning the application of Buy America to construction materials?

On April 18, 2022, OMB issued Memorandum M-22-11 titled "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure." The Memorandum provides initial guidance on the implementation of BABA, including preliminary guidance addressing the requirement at BABA Section 70915(b) for OMB to define the term "all manufacturing processes" for construction materials. This Memorandum can be found at: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>.

5. When did the BABA requirement for construction materials become effective on Federal-aid highway projects?

BABA Section 70914(a) provided that the new domestic preference requirements (including the requirement for construction materials) would become effective on May 14, 2022, which is 180 days after the date of enactment of the Act. However, DOT also issued a temporary transitional waiver of the BABA construction materials requirement to allow a reasonable adjustment period for recipients of DOT financial assistance — including States, local communities, Tribal nations, and industrial vendors — to develop and transition to new compliance and certification processes for construction materials. See <https://www.transportation.gov/regulations/temporary-waiver-buy-america-requirements-construction-materials>. The Temporary Construction Materials Waiver is applicable to awards that were obligated on or after May 14, 2022, and before November 10, 2022.

6. What is a construction material?

According to preliminary guidance in OMB Memorandum M-22-11, "construction materials" includes 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 is or consists 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.

7. What are the Buy America standards that apply to the manufacturing process for construction materials?

According to OMB Memorandum M-22-11, pending issuance of final standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

OMB Memorandum M-22-11 is preliminary guidance. OMB has sought additional stakeholder input and will be issuing further guidance identifying which products should be considered construction materials and the manufacturing processes that should be considered as part of "all manufacturing processes" for those products. FHWA plans to issue updated guidance once OMB has finalized its guidance.

9.0

DBE EPRISE

FOR CONTRACTS WITH DBE GOAL

(RACE CONSCIOUS)

**PROFESSIONAL SERVICES
DBE PROVISIONS**

(PROJECT SPECIFIC - CONTRACTS)
FOR USE ON LPA/SUBRECIPIENT FEDERAL AID PROJECTS WITH DBE GOALS

(LPA PS EPRISE, 6/23/2016)

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

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

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

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

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

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

2.0 Assurances of Non-Discrimination:

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

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

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

3.0 Definitions:

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

(B) Committed DBE: A DBE that was identified by the consultant, typically on a DBE Affidavit, to meet an assigned DBE goal as a condition of contract award and performance, and includes any substitute DBE that has subsequently been committed work to meet the assigned contract goal.

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

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

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

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

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

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

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

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

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

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia

(Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

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

4.0 Working with DBEs:

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

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

4.01 Mentor-Protégé Program

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

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

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the consultant uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

The consultant shall meet the goal specified herein with DBEs, or establish that it was unable to meet the goal despite making good faith efforts to do so. Prime consultants are encouraged to obtain DBE participation above and beyond any goals that may be set for this project.

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

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

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

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

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

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

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

6.02 SBC Registration:

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

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

SBCs can register online at the AZ UTRACS website.

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

7.0 DBE Financial Institutions:

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

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

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

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

10.0 Consultant and Subconsultant Requirements:

10.01 General:

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

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

10.02 DBE Liaison:

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

11.0 DBE Goal:

The minimum goal for participation by DBEs on this project is as follows:

3.67% Percent

The percentage of DBE participation shall be based on the total dollar value of the contract.

Proposers are strongly encouraged to secure and include sufficient DBE firms on their team for multiple disciplines and work categories to ensure they can meet the DBE goal on the contract and for any Contract Modifications that are executed post-award. The DBE goal requirements

extend to additional dollars added by Contract Modification to help ensure that the overall DBE goal is met on the contract. Indicating there is no DBE firm on a prime proposer's team to meet the DBE goal on Contract Modifications does not meet the criteria for Good Faith Efforts in 49 CFR 26.53, and will not be accepted by the Department as Good Faith Efforts when Contract Modifications are issued. Since proposers have been notified of the DBE goal prior to the submittal of their Statement of Qualifications (SOQ) they are required to do their due diligence to secure enough DBE participation to meet the goal or make good faith efforts on the contract and each subsequent Contract Modification. Firms will be required to locate DBEs to meet the goal on each Contract Modification even if these DBEs were not originally included as part of their team, if the LPA/Subrecipient, with BECO concurrence, determines there are qualified DBEs available to complete portions of the work of the Contract Modification.

12.0 Submission with SOQ Proposals:

12.01 DBE Assurance/Goal Declaration

In order to be awarded this contract, in addition to all other pre-award requirements, all proposers are required to certify on the DBE Assurance Project Specific form provided by the LPA/Subrecipient that:

The proposer will meet the established DBE goal or will make good faith efforts to meet the goal and that arrangements with certified DBEs have been made prior to the SOQ and/or cost proposal submission.

Failure to affirmatively make this declaration/certification in the manner outlined in the Request for Qualifications (RFQ) furnished by the LPA/Subrecipient will cause a Proposer's SOQ to be considered non-responsive.

12.02 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

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

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

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

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

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

13.0 DBE Cost Proposal Submissions:

13.01 DBE Intended Participation Affidavits:

If the proposer indicates in the Cost Proposal submittal that it has met or exceeded the DBE goal, a DBE Intended Participation Affidavit form for each DBE firm, and the DBE Intended Participation Affidavit Summary form shall be submitted to the LPA/Subrecipient Procurement Office with each Cost Proposal as follows:

- (1) The DBE Intended Participation Affidavit Form must be submitted for each individual DBE firm at all tiers, including direct expense vendors, that is being proposed to be used to meet the DBE goal on the project. A copy of this form is available from the LPA/Subrecipient.
- (2) The DBE Intended Participation Affidavit Summary Form must be completed by the consultant summarizing information about all DBEs being proposed to meet the DBE goal that are listed on each DBE Intended Participation Affidavit Form. The DBE Intended Participation Affidavit Summary Form, along with the DBE Intended Participation Affidavit form for each individual DBE firm, must be submitted together with the Cost Proposal to the LPA/Subrecipient Procurement Office. All forms must be accurate and complete in every detail and must be signed by an officer of the consultant(s). Percentages and dollar amounts must be accurate. Percentages shall be listed to two decimal places. The DBE Intended Participation Affidavit Summary must be submitted listing all the DBEs intended to be used and the creditable amounts. Copies of these forms are available from the LPA/Subrecipient.
- (3) The DBE Intended Participation Affidavits Forms and the DBE Intended Participation Affidavit Summary Form must be submitted with the original cost proposal documents. The same documents must be submitted as part of the contract modification documentation submittals reflecting any change in the contract amount associated with the contract modification.

- (4) A proposer must determine DBE credit for the contract in accordance with DBE Special Provision Subsection 17.0 Crediting DBE Participation Toward Meeting Goals. The affidavits will be reviewed by the LPA/Subrecipient.
- (5) Only those DBE firms certified by the Arizona Unified Certification Program (AZUCP) at the time of the Cost Proposal submittal will be considered for DBE credit. It shall be the proposer's responsibility to ascertain the certification status of designated DBEs.
- (6) All DBE commitment amounts must be finalized between the DBE subconsultant and the proposer prior to affidavit submittal. Proposers shall not inflate DBE awards in order to meet contract goals. Reduction of DBE commitments after affidavit submittal and prior to execution of the contract without good cause may be grounds for the proposer to be considered nonresponsive. Scheduling conflicts are not necessarily evidence of good cause as this should have been considered prior to affidavit submittal. Proposers are required to use DBEs identified in both the SOQ and Cost Proposal to meet the contract goal, so the consultant is responsible for ensuring the DBEs listed in the SOQ and submitted with the Cost Proposal are available to meet those requirements at the time of contract execution.
- (7) Cost proposals without affidavits shall be considered incomplete and contract negotiations shall not be finalized nor will the contract be executed until affidavits are submitted and approved.

14.0 Documented Good Faith Effort:

14.01 General:

If the selected proposer has indicated in its cost proposal submittal that it will be unable to meet the DBE goal, that proposer must demonstrate, through detailed and comprehensive documentation, that good faith efforts have been made to solicit, assist, and use DBE firms to meet the DBE goal prior to submission of the SOQ and cost proposal.

Failure to demonstrate good faith efforts to the satisfaction of LPA/Subrecipient with concurrence of BECO will result in denying the award and moving to the next second highest ranked proposer.

The selected proposer who cannot meet the DBE goal at the time the cost proposal is due must submit its documentation of good faith efforts to the LPA/Subrecipient with the cost proposal. Contract negotiations will not be finalized nor will the contract be executed until the required Good Faith Effort forms and required documentation are received and approved.

The documentation of good faith efforts must include copies of each DBE and non-DBE subconsultant quotes submitted to the proposer when a non-DBE subconsultant was selected over a DBE for work on the contract. A generalized assertion that the consultant received multiple quotes is not sufficient unless copies of those quotes are provided.

Proposers are encouraged to review Appendix A of 49 CFR Part 26.

Useful information related to encouraging DBE participation and documented good faith efforts can be found in the "Good Faith Effort Guide" and other documents made available on the BECO website. The information provided in the "Good Faith Effort Guide" does not replace this specification; proposers must comply with the requirements of this specification.

In order to be awarded a contract on the basis of good faith efforts, a proposer must show that it took all necessary and reasonable steps to achieve the DBE goal, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The quality, quantity, and intensity of the different kinds of efforts the proposer has made will be evaluated. The efforts employed by the proposer should be those that one could reasonably expect a proposer to make if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal. Mere pro forma efforts are not sufficient good faith efforts to meet the DBE contract requirements.

The proposer shall, as a minimum, seek DBEs in the same geographic area in which it generally seeks subconsultants for a given project. If the proposer cannot meet the goals using DBEs from this geographic area, the proposer, as part of its effort to meet the goals, shall expand its search to a reasonably wider geographic area.

The following is a list of types of efforts a proposer must address when submitting good faith effort documentation.

- (1) Contacting the LPA/Subrecipient and BECO prior to the submission of proposals, either by e-mail, or by telephone, to inform of the firm's difficulty in meeting the DBE goals on a given project, and requesting assistance. The proposer must document its contact with the LPA/Subrecipient and BECO, and indicate the type of contact, the date and time of the contact, the name of the person(s) contacted, and any details related to the communication. The contact must be made in sufficient time before proposal submission to allow the LPA/Subrecipient and BECO to provide effective assistance. The proposer will not be considered to have made good faith efforts if the proposer failed to contact the LPA/Subrecipient and BECO.
- (2) Conducting market research to identify small business consultants and suppliers, and soliciting, through all reasonable and available means, the interest of all certified DBEs who have the capability to perform the work of the contract. This may include attendance at pre-proposal meetings and business matchmaking meetings and events, advertising and/or providing written notices, posting of "Notices of Sources Sought" and/or "Requests for Proposals" at reasonable locations, including the consultant's website, written notices or emails to all DBEs listed in the Department's directory of transportation firms that specialize in areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The proposer should solicit this interest as early in the acquisition process as practicable to

allow DBEs to respond to the solicitation and submit a timely offer for the subcontract. The proposer should determine with certainty if DBEs are interested by taking appropriate steps to follow-up initial solicitations.

- (3) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example smaller tasks or quantities) to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- (4) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for a subcontract.
- (5) Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to the DBE subconsultants and suppliers, and to select those portions of work or material needs consistent with the available DBE subconsultants and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided from the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform work.

Pro forma mailings to DBEs requesting proposals are not alone sufficient to constitute good faith negotiation.

A proposer using good business judgment would consider a number of factors in negotiating with subconsultants, including DBE subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. However, prime consultants are not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. Documentation, such as copies of all other proposals or quotes, must be submitted.

Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. The consultant must submit copies of each DBE and non-DBE subconsultant quote submitted to the proposer when a non-DBE subconsultant was selected over a DBE for work on the contract. The Department may contact rejected DBEs as part of its investigation. However, nothing in this paragraph shall be construed to require the proposer or prime consultant to accept unreasonable quotes in order to satisfy contract goals.

- (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the consultant's efforts to meet the project goal. Consultant must submit documentation of past performance and with input from the PM, consultant's qualifications are then reviewed for acceptance and approval.
- (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or consultant.
- (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (9) Effectively using the services of available minority/women community organizations; minority/women consultants' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a proposer has made good faith efforts, the LPA/Subrecipient will review the documented efforts of the consultant and will review the performance of other proposers in meeting the contract goal.

A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

The LPA/Subrecipient will evaluate the submittal and make a determination, with BECO concurrence, whether in fact good faith efforts have been demonstrated consistent with the specifications and the Federal regulations, 49 CFR 26, Appendix A.

14.02 Protest for Denied Good Faith Efforts:

If the LPA/Subrecipient, with BECO concurrence, determines that the proposer failed to make adequate good faith efforts, the proposer may protest the determination by submitting an appeal in writing to the ADOT State Engineer. The decision of the ADOT State Engineer is administratively final.

The proposer whose proposal was rejected for failure to meet the goal or make GFE will be given the opportunity to meet in person with the State Engineer, at the proposer's written request included in the protest, to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The State Engineer shall promptly consider any appeals and notify the LPA/Subrecipient and all proposers in writing on its findings and decision.

In accordance with 49 CFR 26.53(d)(5), the result of the protest decision is not subject to administrative appeal to the USDOT.

15.0 Rejection of Proposal:

If, for any reason, the proposer's GFE is rejected or contract negotiations fail, the LPA/Subrecipient will proceed with negotiating with the second highest ranked firm. The LPA/Subrecipient, will notify the second highest ranked firm, and this firm shall submit its subsequent detailed submission as set forth in the DBE Subsections 13 or 14.

16.0 Payment Reporting:

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

17.0 Crediting DBE Participation Toward Meeting Goals:

17.01 General Requirements:

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

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

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

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

If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the consultant bears the responsibility to notify the LPA/Subrecipient, immediately after the consultant becomes aware of the situation, and request approval to replace the DBE with another DBE. The consultant shall follow the DBE termination/substitution requirements described in Subsection 22.0 of these DBE provisions.

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

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

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

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

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

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

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

17.02 DBE Prime Consultant:

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

17.03 Effect of Loss of DBE Eligibility:

If a DBE is deemed ineligible (decertified) or suspended in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to meet a contract goal on a new contract, but may be

considered to meet the contract goal under a subcontract that was executed before the DBE suspension or decertification is effective.

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

17.04 Notifying the Consultant of DBE Certification Status:

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

17.05 Police Officers:

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

17.06 Commercially Useful Function:

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

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

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such

an extra participant, the LPA/Subrecipient will examine similar transactions, particularly those in which DBEs do not participate.

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

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

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

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

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

18.0 Effect of Contract Changes:

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

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

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

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

19.0 DBE Participation Above the Goal (Race-Neutral Participation):

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

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

20.0 Required Provisions for DBE Subcontracts:

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

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

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

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

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

21.0 Contract Performance:

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

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

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

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

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

22.0 DBE Termination/Substitution:

22.01 General Requirements:

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

22.02 Consultant Notice of Termination/Substitution:

All terminations, substitutions, and reductions in scope of work to be performed by DBEs listed on the DBE Intended Participation Affidavit Summary must be approved in writing by the LPA/Subrecipient, with BECO concurrence and by means of the executed contract modification. The consultant shall contact the LPA/Subrecipient within 24 hours from the first sign of any reason for potential DBE termination/substitution.

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

22.03 Consultant Request of Termination/Substitution:

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

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

Written consent for terminating the performance of any DBE listed on the DBE Intended Participation Affidavit Summary will be granted only where the consultant can demonstrate

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

Any requests for substitutions or terminations of DBEs shall be made on the forms provided by LPA/Subrecipient.

22.04 Good Cause:

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

1. Fails or refuses to execute a written contract.
2. Fails or refuses to perform the work of its subcontract in a way consistent with normal industry practice standards. However, good cause does not exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of the prime consultant.
3. Fails or refuses to meet the prime consultant's reasonable, nondiscriminatory insurance/bond requirements.
4. Becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. Is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.
6. Is not a responsible consultant.
7. Voluntarily withdraws from the project and provides written notice of its withdrawal to the LPA/Subrecipient.
8. Is ineligible to receive DBE credit for the type of work required
9. A DBE owner dies or becomes disabled with the result that the firm is unable to complete its work on the contract.
10. Other documented good cause that the LPA/Subrecipient determines compels the termination or substitution of the DBE subconsultant.

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

22.05 DBE Replacement Good Faith Effort:

If the LPA/Subrecipient, with BECO concurrence, approves the termination of a DBE, the consultant shall make good faith efforts to find another DBE subconsultant to substitute for the original DBE. The good faith efforts as identified in DBE Subsection 17.0 shall be directed at

finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented and provided, upon request, to the LPA/Subrecipient within seven calendar days from the date of the request.

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

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

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

22.06 Sanctions:

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

23.0 Certification of Final DBE Payments:

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

The LPA/Subrecipient and ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the Prime Consultant and the extent to

which the DBE firms were fully paid for that work. By the act of filing the forms, the consultant acknowledges that the information is supplied in order to justify the payment of state and federal funds to the consultant.

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

24.0 Sanctions for Not Meeting Contract DBE Goal:

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

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

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

25.0 False, Fraudulent, or Dishonest Conduct:

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

10.0

DBE

FORMS/DOCUMENTS/GUIDE

- INSTRUCTIONS / GUIDE
- BIDDERS PROPOSER LIST INSTRUCTIONS
- DBE FORM 3212PS
- DBE FORM 3206PS
- DBE FORM 3205PS
- DBE FORM 3210PS
- DBE FORM 3108C
- DBE FORM 3203PS

Required Documents on File

6.1 DBE Documents Instructions/Guide
Race Conscious DBE Goal % Assessed For This Contract

*Important Note: City of Chandler DBE Forms and ADOT DBE Forms are not always the same. The forms provided with the RFQ/Contract must be used. Do not go to ADOT Website to obtain DBE Forms (Forms 3212PS, 3206PS, 3205PS, 3203PS, 3210PS, 3208PS). Also, forms are updated at unspecified dates. Do not use previously saved City of Chandler forms.

SUBMIT WITH SOQ:

6.2 Bidders –Proposers List

This is an ADOT On Line Submittal Process. An Email Verification / Confirmation will be provided to you by the system after you submit. A copy of this Email Verification is the document that must be submitted with SOQ.

6.3 DBE Form 3212PS DBE Assurance

Fill out, sign, and submit with SOQ.

SUBMIT AT SCOPE & FEE FINALIZATION:

**6.4 DBE Form 3206PS
Consultant Participation Affidavit**

At Scope & Fee Finalization.
To be filled out and submitted to
City of Chandler Federal Compliance
for approval packet that will be submittal
to ADOT BECO.

**6.5 DBE Form 3205PS
Subconsultant Participation Affidavit**

At Scope & Fee Finalization.
To be filled out and submitted to
City of Chandler Federal Compliance
for approval packet that will be submittal
to ADOT BECO.

*note: A packet of all DBE documentation is prepared and submitted to ADOT BECO by City of Chandler. This DBE Packet must be approved by ADOT BECO prior to City of Chandler Council Date for approval of the contract.

SUBMIT AS APPLICABLE:

6.6 DBE Form 3203PS Good Faith

To be submitted at any time Consultant determines that the DBE Goal will be unobtainable. This can be submitted with SOQ, or submitted at Scope and Fee.

6.7 DBE Form 3210PS – Final Payment

This DBE Form is required for every DBE Subconsultant, whether or not listed as the dedicated DBE of 3206PS and/or whether or not there is a DBE Goal Assessment for this contract.

**6.8 DBE Form 3108C
DBE Substitution/Termination**

At any time throughout the life of the contract, a designated contract goal DBE subconsultant (from Forms 3206PS) needs to be substituted or terminated, immediately notify the City of Chandler Federal Compliance to start the Federal required process - Form 3108C and other backup documents will be required.

Important Note:

The “Joint Check” process – where the Prime pays a subconsultant’s lower tier or vendor – is not allowed by ADOT BECO on FHWA Federal Funded Professional Services contracts.

BIDDERS/PROPOSERS LIST

FEDERAL DOCUMENT REQUIRED: Email Verification Print Out

Create the On-Line Bidders/Proposers List on the website listed below. You will receive an email verification confirming your electronic submittal. Print out EMAIL VERIFICATION and submit with SOQ.

WHERE TO CREATE AND SUBMIT BIDDERS/PROPOSERS LIST: <https://utracs.azdot.gov/BiddersListInfo/>

WHERE TO CALL FOR QUESTIONS (SHOWN ON WEBSITE): 602-712-7761

The image displays two screenshots of the AZUTRACS website. The top screenshot shows the 'Primes - Bidders/Proposers List' page, which includes a 'START YOUR LIST' button. The bottom screenshot shows the 'Bidders/Proposers List' page, which includes a 'Start or Manage a Bidders/Proposers List' button. A red arrow points from the 'Quick Links' section in the top screenshot to the 'Start or Manage a Bidders/Proposers List' button in the bottom screenshot.

Top Screenshot: Primes - Bidders/Proposers List

Call us: 602.712.7761 | Email: AZUTRACS@azdot.gov

Search (Bids) Firm Directory | Login

Home Register / Renew Contact Compliance Tools / Resources

Primes - Bidders/Proposers List

Primes Use AZ UTRACS to create contract specific Bidder/Proposer List

START YOUR LIST

AZ UTRACS makes it easy to find qualified firms to bid on our projects all over Arizona--especially where we need certified DBE contractors to meet our federal requirements.

— ADOT's Prime Contractors and Consultants

Quick Links

- Log in to the ADOT DBE and LUT Online Registering System (SOQDBS). Bidders must use the ADOT DBE System.
- Log in to ADOT LUT/DBE System.
- Log in to ADOT DBE Registration System.
- Log in to ADOT DBE Certification System.
- Log in to ADOT DBE Certification System.
- Log in to ADOT DBE Certification System.
- Log in to ADOT DBE Certification System.
- Log in to ADOT DBE Certification System.

Who Are You? (Who Who, Who Who)

AZ UTRACS Transportation Business Portal provides different resources to different types of firms. The table above requires to submit content differently for each group, to ensure easy accessibility. Choose the appropriate tab that best represents your firm or group.

How to Use the Site

Bottom Screenshot: Bidders/Proposers List

Call us: 602.712.7761 | Email: AZUTRACS@azdot.gov

Search (Bids) Firm Directory | Login

Home Register / Renew Contact Compliance Tools / Resources

Bidders/Proposers List

Start or Manage a Bidders/Proposers List

In compliance with 48 CFR Part 15.11, ADOT requires contractors and consultants submitting a bid proposal, or statement of qualifications, to first be on a bid list. ADOT will only accept a bid proposal from a firm that is on a bid list. ADOT will only accept a bid proposal from a firm that is on a bid list. ADOT will only accept a bid proposal from a firm that is on a bid list.

The AZ UTRACS system has an online Bidder/Proposer List application to assist firms in quickly and efficiently providing this information. Contractors and Consultants should anticipate and firm up on this information as early as possible to register on the AZ UTRACS Registration System. The online Bidder/Proposer List application allows any AZ UTRACS registered firm (DBE, ADOT, and other) to submit a bid list. Firms will have to manually enter information for any firm not AZ UTRACS registered.

A Bidder/Proposer List may be submitted by any employee of the firm, as long as the firm has an AZ UTRACS Registration ID. The right to submit a bid list is not transferable.

Once a bid list is submitted, the owner of the bid will receive email verification and instructions on how to submit a bid. The bid list will be submitted to the owner of the bid. The bid list will be submitted to the owner of the bid. The bid list will be submitted to the owner of the bid.

AZ UTRACS - Login

Username

Password

Log In Do not log in page to create a new user and password

Access to Bidders List

The AZ UTRACS Registration System requires a firm to establish a Primary and Secondary contact. These two individuals will provide access to the firm's employees, as needed. Your Firm profile will show the Primary and Secondary contacts. Note that you are the primary contact. You may also add additional firm employees and that as needed.

Search for Firms profile

Open a Bidder List

Firms that do not have an AZ UTRACS Registration, may NOT submit a Bidder or Proposer List, until an AZ UTRACS Registration is established.



CITY OF CHANDLER

**PROFESSIONAL SERVICES
PROJECT SPECIFIC CONTRACT**

Disadvantaged Business Enterprise (DBE)
Goal Assurance

ADOT TRACS No.: T038703D Agency Project/Contract No.: TP2202-201
Project Name: Kyrene Branch and Highline Canal Shared Use Path
Prime: Kimley-Horn and Associates, Inc. AZ UTRACS Vendor #: 10608

The undersigned, fully cognizant of the requirements and of the goal established, hereby certifies that in the preparation of the proposal for the above stated federal aid project,

- ☐ the Proposer will meet the established DBE goal or will make good faith efforts to meet the goal for the contract and that arrangements with certified DBEs have been made prior to the SOQ and/or cost proposal submission.

THIS CERTIFICATE MAY NOT BE REVISED OR CORRECTED AFTER SUBMISSION OF THE PROPOSAL.

FAILURE TO AFFIRMATIVELY MAKE THIS DECLARATION/CERTIFICATION IN THE MANNER OUTLINED IN THE REQUEST FOR QUALIFICATIONS (RFQ) FURNISHED BY THE LPA/SUBRECIPIENT WILL CAUSE A PROPOSER'S SOQ TO BE CONSIDERED NON-RESPONSIVE.

Adam C. Perillo, PLA

(Name of Authorized Officer)

(Authorized Officer Signature)

Senior Vice President

(Title)

05/03/2023

(Date)



CITY OF CHANDLER
PROFESSIONAL SERVICES

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit – Summary

Contract No.: TP2202-201CHN0252D TRACS No. T038703D Mod No.: _____ Task No.: _____
Consultant Name: Kimley-Horn and Associates, Inc. AZ UTRACS Registration No.: 10608
DBE Liaison Name: Jared Kampf Contact Phone Number: (602) 638-3302
Contract or Task Amount: \$574,183.11 Contract DBE Goal %: 3.38%

Note: Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order.

A	B	C	D	E	F	G
DBE Firm Name	Vendor Type	Work Description	Total Contract/Task Amount	Adjustments	Total Amount Toward DBE Goal	DBE Performing at Least 30%? Y/N
United Civil Group	Subconsultant	Traffic Counts	\$7,116.19		\$7,116.19	YES
ATEK Engineering	Subconsultant	Geotechnical Engineering	\$16,017.00		\$16,017.00	YES
Desert Archeology	Subconsultant	Cultural Resources	\$5,957.99		\$5,957.99	YES
NEC	Subconsultant	Lead-Based Paint & Asbestos Testing	\$6,046.93		\$6,046.93	YES
MakPro	Subconsultant	Public Involvement	\$14,800.00		\$14,800.00	YES
(H) Total Amount Toward DBE Goal					\$49,938.11	
(I) Total % of DBE Commitment					8.70%	
(J) Contract DBE Goal %					3.38%	

By signature below, the undersigned agrees that formal agreements/subcontracts with the listed DBE firms will occur for the work cited herein should this contract be awarded.

Adam C. Perillo

(Name of Principal/Officer)

Senior Vice President

(Title)

(Principal/Officer Signature)

04/10/2023

(Date)



CITY OF CHANDLER
PROFESSIONAL SERVICES
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit

Refer to instructions
on Page 2

Prime Contractor: Kimley-Horn and Associates, Inc. Project Name: Kyrene Branch and Highline Canal Sha
Contract No.: TP2202-201CHN0252D TRACS No.: T038703D Mod No.: _____ Task No.: _____
DBE Firm Name: United Civil Group AZ UTRACS Registration No.: 11236
Type of Firm: ☐ Consultant ☒ Subconsultant ☐ Lower-tier Subconsultant ☐ Vendor ☐ Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

- **Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order**
- **DBE firm listed above must complete at least 30% of its own contract amount**

A	B	C	D	E
NAICS Code	Work Description	Total Contract/ Task Amount	Adjustments	Total Amount Toward DBE Goal
541330	Traffic Data Collection	\$ 7,116.19		\$ 7,116.19
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total Amount Toward DBE Goal:				\$ 7,116.19

2. **(Broker Only)** The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Contract Amount: _____ Fees/Commissions Assessed on Award: _____

3. The undersigned will **sublet** and/or award \$ 0.00 of work bid to a **non-DBE firm**.

Firm Name(s): _____

4. The undersigned will **sublet** and/or award \$ 0.00 of work to another **certified DBE firm**. (Attach signed DBE affidavit.)

Firm Name(s): _____

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Sarah Simpson, President confirm that United Civil Group
(Authorized DBE firm officer, print name and title) (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe above for a DBE credit of \$ 7,116.19

(Total Amount Toward DBE Goal)

Sarah Simpson
(Authorized DBE firm officer, Signature)

Digitally signed by Sarah Simpson
Date: 2023.04.05 15:12:55 -07'00'

04/05/2023
(Date)



CITY OF CHANDLER
PROFESSIONAL SERVICES
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit

Refer to instructions
on Page 2

Prime Contractor: Kimley-Horn and Associates, Inc. Project Name: Kyrene Branch and Highline Canal Shared Use Path
Contract No.: TP2202-201 CHN0252D TRACS No.: T038703D Mod No.: _____ Task No.: _____
DBE Firm Name: ATEK Engineering Consultants, LLC. AZ UTRACS Registration No.: 11395
Type of Firm: ☐ Consultant ☒ Subconsultant ☐ Lower-tier Subconsultant ☐ Vendor ☐ Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

- Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order
- DBE firm listed above must complete at least 30% of its own contract amount

A	B	C	D	E
NAICS Code	Work Description	Total Contract/ Task Amount	Adjustments	Total Amount Toward DBE Goal
541330	Geotechnical Engineering	\$16,017.00	\$0.00	\$16,017.00
Total Amount Toward DBE Goal:				\$16,017.00

2. (Broker Only) The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Contract Amount: \$16,017.00 Fees/Commissions Assessed on Award: _____

3. The undersigned will sublet and/or award _____ of work bid to a non-DBE firm.

Firm Name(s): _____

4. The undersigned will sublet and/or award _____ of work to another certified DBE firm. (Attach signed DBE affidavit.)

Firm Name(s): _____

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Armando Ortega, President confirm that ATEK Engineering Consultants, LLC.
(Authorized DBE firm officer, print name and title) (Name of DBE firm)

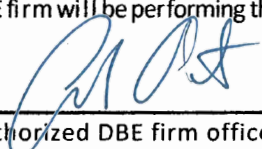
will be participating in the above project.

The DBE firm will be performing the scope as describe above for a DBE credit of \$ 16,017.00

(Total Amount Toward DBE Goal)

04/05/2023

(Date)


(Authorized DBE firm officer, Signature)



ARIZONA DEPARTMENT OF TRANSPORTATION PROFESSIONAL SERVICES

DISADVANTAGED BUSINESS ENTERPRISE (DBE) Intended Participation Affidavit

Refer to instructions
on Page 2

Prime Contractor: Kimley-Horn Project Name: Kyrene Branch and Highline Canal Sha
 Contract No.: TP2202-201CHN0252D TRACS No.: T0387 03D Mod No.: _____ Task No.: _____
 DBE Firm Name: Desert Archaeology, Inc. AZ UTRACS Registration No.: 10265
 Type of Firm: ☐ Consultant ☒ Subconsultant ☐ Lower-tier Subconsultant ☐ Vendor ☐ Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

- Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order
- DBE firm listed above must complete at least 30% of its own contract amount

A	B	C	D	E
NAICS Code	Work Description	Total Contract/ Task Amount	Adjustments	Total Amount Toward DBE Goal
541620	Cultural Resources Services	\$ 5,957.99		\$ 5,957.99
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total Amount Toward DBE Goal:				\$ 5,957.99

2. (Broker Only) The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Contract Amount: _____ Fees/Commissions Assessed on Award: _____

3. The undersigned will **sublet** and/or award _____ of work bid to a **non-DBE firm**.

Firm Name(s): _____

4. The undersigned will **sublet** and/or award _____ of work to another **certified DBE firm**. (Attach signed DBE affidavit.)

Firm Name(s): _____

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Sarah Herr, President confirm that Desert Archaeology, Inc.
 (Authorized DBE firm officer, print name and title) (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe above for a DBE credit of \$ 5,957.99

(Total Amount Toward DBE Goal)

Sarah Herr

Digitally signed by Sarah Herr
Date: 2023.03.14 16:19:12 -07'00'

(Authorized DBE firm officer, Signature)

03/14/2023

(Date)



ARIZONA DEPARTMENT OF TRANSPORTATION PROFESSIONAL SERVICES

DISADVANTAGED BUSINESS ENTERPRISE (DBE) Intended Participation Affidavit

Refer to instructions
on Page 2

Prime Contractor: Kimley-Horn Project Name: Kyrene Branch and Highline Canal Sha
 Contract No.: TP2202-201CHN025 TRACS No.: T038703D Mod No.: _____ Task No.: _____
 DBE Firm Name: Newton Environmental Consulting AZ UTRACS Registration No.: 10770
 Type of Firm: ☐ Consultant ☒ Subconsultant ☐ Lower-tier Subconsultant ☐ Vendor ☐ Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

- Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order
- DBE firm listed above must complete at least 30% of its own contract amount

A	B	C	D	E
NAICS Code	Work Description	Total Contract/ Task Amount	Adjustments	Total Amount Toward DBE Goal
541620	Hazardous Materials Sampling and Report	\$ 6,046.93		\$ 6,046.93
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total Amount Toward DBE Goal:				\$ 6,046.93

2. (Broker Only) The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Contract Amount: _____ Fees/Commissions Assessed on Award: _____

3. The undersigned will sublet and/or award _____ of work bid to a non-DBE firm.

Firm Name(s): _____

4. The undersigned will sublet and/or award _____ of work to another certified DBE firm. (Attach signed DBE affidavit.)

Firm Name(s): _____

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Angela Newton, Principal confirm that Newton Environmental Consulting
 (Authorized DBE firm officer, print name and title) (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe above for a DBE credit of \$ 6,046.93

(Total Amount Toward DBE Goal)

Angela Newton

Digitally signed by Angela Newton
Date: 2023.03.10 13:50:10 -07'00'

03/10/2023

(Authorized DBE firm officer, Signature)

(Date)



City of Chandler
PROFESSIONAL SERVICES
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit

Refer to instructions
on Page 2

Prime Contractor: Kimley-Horn and Associates, Inc. Project Name: Kyrene Branch & Highline Canal SUP
 Contract No.: TP2202-201CHN0252D TRACS No.: T038703D Mod No.: N/A Task No.: N/A
 DBE Firm Name: MakPro Services, LLC AZ UTRACS Registration No.: 10670
 Type of Firm: ☐ Consultant ☐ Subconsultant ☒ Lower-tier Subconsultant ☐ Vendor ☐ Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

- **Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order**
- **DBE firm listed above must complete at least 30% of its own contract amount**

A	B	C	D	E
NAICS Code	Work Description	Total Contract/ Task Amount	Adjustments	Total Amount Toward DBE Goal
541820	Public Involvement TP2202-201 CHN0252D T038703D	\$ 14,800.00		\$ 14,800.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total Amount Toward DBE Goal:				\$ 14,800.00

2. **(Broker Only)** The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Contract Amount: \$ 14,800.00 Fees/Commissions Assessed on Award: \$ 0.00

3. The undersigned will **sublet** and/or award \$ 0.00 of work bid to a **non-DBE firm**.

Firm Name(s): N/A

4. The undersigned will **sublet** and/or award \$ 0.00 of work to another **certified DBE firm**. (Attach signed DBE affidavit.)

Firm Name(s): N/A

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Teresa Makinen, Principal confirm that MakPro Services, LLC
 (Authorized DBE firm officer, print name and title) (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe above for a DBE credit of \$ 14,800.00

(Total Amount Toward DBE Goal)

04/11/2023

(Date)

Teresa Makinen
 (Authorized DBE firm officer, Signature)



City of Chandler

CERTIFICATION OF FINAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENTS

Professional Services Contracts

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

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

DBE FIRM AZ UTRACS Vendor Registration # _____

Name of DBE Firm _____ was paid the amount of _____

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

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

Consultant Company Name: _____

Check One: ☐ Prime Consultant ☐ Sub Consultant

Name: _____

Title: _____

Signature: _____

Date: _____

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

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

DBE Firm Name: _____

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

Name: _____

Title: _____

Signature: _____

Date: _____



City of Chandler
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
TERMINATION/SUBSTITUTION/REDUCTION (TSR) REQUEST

Contract/TRACS No.: _____ Mod: _____ Task Order: _____

Prime: _____ DBE Firm: _____

Requestor: _____ Email: _____ Phone Number: _____

Type of request: ☐ Termination ☐ Substitution ☐ Reduction

1. Is this request due to an ADOT reduction of work?

- ☐ Yes, explain the change or reduction impact on DBE participation
☐ No, select below the fact(s) and the reason(s) for the request (see attached instructions).

- DBE: ☐ Fails or refuses to execute written contract
☐ Fails or refuses to perform work in accordance with normal industry standards
☐ Fails or refuses to meet prime contractor's reasonable, nondiscriminatory bond requirements
☐ Becomes bankrupt, insolvent or exhibits credit unworthiness
☐ Is ineligible to work because of suspension or debarment proceedings
☐ Is not a responsible contractor
☐ Voluntarily withdraws from the project and provides to the Department written notice of its withdrawal
☐ Is ineligible to receive DBE credit for the type of work required
☐ Owner dies or becomes disabled resulting in inability to complete its work on the contract
☐ Other documented good cause (Attach documentation)

Attach a brief statement of facts describing the situation and any supporting documentation to substantiate selection above

2. Date determined the DBE is unwilling, unable or ineligible to perform: _____

3. Date of Written Notice to DBE: _____ *Attach notice with this request, along with the DBE response*

4. a. Original DBE affidavit amount: \$ _____ **b. Amount of work completed to date: \$** _____

c. Remaining DBE amount: \$ _____

For DBE Substitution only, answer questions 5 thru 7:

5. Proposed DBE Name(s): _____

6. Proposed DBE dollar amount to be substituted: \$ _____

7. Projected date for substitute DBE to commence work: _____

Good Faith Effort Documentation to be submitted with this request or within 7 calendar days from approval of this request:

- DBE Affidavits and/or
- Other documentation to substantiate efforts made to replace the same amount of DBE work

All signatures must be obtained before request is submitted.

Prime Contractor Signature

Date:

Original DBE Subcontractor Signature

Date:

Agency RE/PM Signature

Date:

FOR BECO USE ONLY

Request is: Approved ☐ Not Approved ☐

BECO Representative: _____

Signature: _____

Date: _____



City of Chandler

**PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS**

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any)

General

Complete all sections of the form and include all back-up documentation. Incomplete forms will be returned unprocessed. For the purpose of this form, project specific contracts shall be evaluated on a contract basis and on-call contracts will be evaluated on a task order by task order basis. **For on-call contracts, consultants must complete this form by detailing efforts made to find additional DBEs if their current DBEs are unable to perform the work needed for this task order.** If the information does not relate to the task order in review, this GFE will be denied. The Agency reserves the right to request further documentation from the Consultant/ Subconsultant(s) to support and validate actions undertaken to secure DBE participation to meet the DBE goal for this contract/task order.

Attestation

I, (Name) _____, do hereby acknowledge that I am the (Title) _____
of (Name of Firm) _____ and the Consultant selected for the Agency project listed below:

Contract No.	Mod No.	Task Order No.	TRACS No.	Project Name	Total Contract/Task Amount *	DBE Percentage	
						Contract Goal	Committed Goal

* Total Contract/Task Amount must include any previous amounts of the Contract or Task Order.

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this contract/task order. Attach additional pages if necessary.

I hereby certify I demonstrated comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract/task order in accordance with Section 14.0 of the LPA DBE Contract Specifications by my responses to the following:

GFE Activities

1. Contacting Agency and BECO For Assistance

Date contacted: _____ Agency Staff contacted: _____ Phone Number: _____

Prime Contact Name: _____ BECO Staff contacted: _____ Phone Number: _____

Brief summary of discussion and resolution:

Was a DBE Supportive Services Solicitation Request submitted? Yes No Submission Date _____



PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any

2. Market Research and Soliciting Through All Reasonable Means

List all DBE solicitations made for this contract/task order.

Solicitation Activity	Date	Name of Interested DBEs	Follow-Up Date

3. Selecting Portions of Work to be Performed by DBEs

List work items needed to be performed and include how work items were broken down into economically feasible units to facilitate DBE participation.

4. Provide Interested DBEs With Project Information

Explain how interested DBEs were provided with access to project information.

--



PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any

5. Negotiate In Good Faith With Interested DBEs – When a non-DBE is selected over a DBE, attach copies of the DBE and non-DBE firms' quotes.

A. Identify DBE firms in which negotiations were considered but were unsuccessful.

DBE Firm Name & Contact Person	Address	Phone Number

B. Explain why negotiations above were unsuccessful.

DBE Firm Name	Explanation

6. Having Sound Reason For Rejecting DBEs

Explain why any DBE(s) was rejected for being unqualified.

DBE Firm Name	Explanation



PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any)

7. Assisting Interested DBEs – Bonding, Credit, Insurance

Identify interested DBE firms in which assistance was provided in obtaining bonding, credit or insurance.

DBE Firm Name	Assistance Offered

8. Assisting Interested DBEs – Equipment, Supplies, Materials, Related Services

Identify interested DBE firms in which assistance was provided in obtaining necessary equipment, supplies, materials, or related assistance or services.

DBE Firm Name	Assistance Offered

9. Minority/Women Community Organizations

Identify minority/women community organizations used for providing assistance in the recruitment and placement of DBEs.

Organization Name	Contact Person	Assistance Requested



**PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS**

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any

This is not intended to be a mandatory checklist nor is it intended to be an exclusive or exhaustive list of good faith efforts. Other factors or types of efforts may be relevant on a case-by-case basis as determined by ADOT BECO.

10. Other comments or information you want the Agency and ADOT BECO to consider as part of your good faith effort.

Affidavit

The undersigned, (Name) _____, attest and declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the information provided on this certificate is true and correct to the best of my knowledge and belief.

Signature: _____
Consultant Representative/DBE Liaison

Date: _____

Note: *The GFE form must be signed by an authorized signatory for the Consultant/Subconsultant.*

AGENCY/BECO INTERNAL USE ONLY	
Date Received: _____ Date Approved / Denied: _____ (Circle one)	Received by: _____ Signature: _____
Date Received: _____ Date Approved / Denied: _____ (Circle one)	Received by: _____ Signature: _____
Comments: 	

PROFESSIONAL SERVICES/DESIGN

CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any

APPENDIX A TO PART 26 — GUIDANCE CONCERNING GOOD FAITH EFFORTS

Note: *“YOU” means the Agency (ADOT) in the following sections of this requirement.*

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
 - (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

PROFESSIONAL SERVICES/DESIGN

CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit 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 to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation



PROFESSIONAL SERVICES/DESIGN CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any

to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

- VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Note: Contacting ADOT BECO (602 712-7761) for assistance in identifying certified DBEs that can perform work on a contract or task order is also considered a strong factor in making good faith efforts.

CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any)

Good Faith Efforts Tips

The intent of the Good Faith Effort Form is to document the good faith efforts undertaken by the Consultant in soliciting and utilizing DBE firms to meet the DBE participation requirements for the contract/project. The completed form will assist the Agency and ADOT in determining if the Consultant performed its due diligence, took all necessary and reasonable steps to secure DBE participation for the referenced contract/project and resulted in obtaining comprehensive good faith efforts. The Agency and ADOT Business Engagement & Compliance Office (BECO) will determine if the Consultant made satisfactory good faith efforts to secure sufficient DBE participation to meet the DBE goal. The burden of proof rests with the Consultant. **Failure to provide good faith efforts to ADOT BECO's satisfaction will result in the rejection of the proposal/modification.** However, ADOT BECO will reconsider Consultant's GFE resubmittal if Consultant has adequately and sufficiently documented its good faith efforts in obtaining DBE participation.

Tips for Documenting Good Faith Efforts

1. Review Scope of Work (SOW) for subcontracting opportunities.
2. Make reasonable efforts to designate economically feasible and meaningful units of work for a DBE(s) that meets or exceeds the DBE goal.
3. Keep in mind that selected DBEs must perform *commercially useful function* (CUF) as required by [49 CFR §26.55](#).
4. Determine if there are DBE firms on the contract team that can do the work. If not, the Consultant must solicit other DBEs through the DBE Directory to perform work to meet or exceed the goal.
5. Some projects may be too small or do not provide meaningful units of work for subcontracting opportunities. Any reason for this must be thoroughly explained.
6. When providing good faith documentation, it is not good enough to say that project is too small to include DBEs. Consultants must explain the project SOW and why no subcontracting opportunities are possible.
7. Consultants must keep in mind that DBEs must be utilized when developing their SOWs and cost proposal. Arranging and planning work items to circumvent the utilization of Subconsultants and DBEs violates the federal regulations.
8. For on-call contracts, consultants must complete this form by detailing efforts made to find additional DBEs if their current DBEs are unable to perform the work needed for this task order.
9. When providing good faith documentation, Consultants must include:
 - a. Date, contact name of staff they contacted at BECO for assistance
 - b. List of DBE firms contacted to do the work
 - c. Any evidence of negotiations with the DBE firms
 - d. Evidence of efforts to reach out to DBE firms
10. Assistance provided to DBEs should include efforts to assist the DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project-related assistance.

11.0

PAY REQUESTS

- PAYMENT APPLICATION
- SUBCONSULTANT SUMMARY FORM



**PROFESSIONAL SERVICES AGREEMENT
APPLICATION AND CERTIFICATION FOR**

PAYMENT # _____

Check if FINAL payment: _____

**Official City of Chandler
Use Only**

Date Rec'd: _____

Record ID: _____

Date Recorded: _____

Project Name: _____

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

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

Total Time Elapsed: _____ %

Consultant Information:

Name: _____ Invoice #: _____

Remit to Address: _____

Contact Name: _____ Phone: _____ Email Address: _____

Contract Amendment Summary

No.	Date	Amount	Calendar Days
		\$	
		\$	
		\$	
		\$	

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

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

1. Original Contract Price: \$ _____

2. Contract Amendments to Date: \$ _____

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

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

Work Completed to Date: _____ %

5. Total Previous Certificates for Payment: \$ _____

6. Federal Penalties if Applicable (per City): \$ _____
Deduct Penalties (-) or Credit Reimb (+)

7. Current Payment Due (Line 4 - 5 - or +6): \$ _____

Contract Time Summary

(applicable milestones per contract)

Notice to Proceed (NTP) Date:	
Original Contract Duration:	Calendar Days
Contract Amendments:	Calendar Days
Revised Contract Duration:	Calendar Days
Contract Expiration Date:	

Consultant's/Engineer's Certification

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

Authorized Signature

Date

Official City of Chandler Use Only PO #:

Approved By:

Budget Account #'s:

Project Manager

Date

CIP Supervisor

Date

Email PDF Signed Payment Application to: CapitalProjects.Payables@chandleraz.gov

Revised: 4/14/23

Or Submit to: City of Chandler, Capital Projects MS 407, PO Box 4008, Chandler, AZ 85244

12.0

SUBCONSULTANT SUBCONTRACTS REQUIREMENTS

SUBCONSULTANTS – PROFESSIONAL SERVICES REQUIREMENTS AND SUBCONTRACTS

1. Subconsultants will be required to be approved by the City. Required forms will be provided.
2. Subconsultants must have a current AZUTracs registration 5-digit number and current profile.
<https://utracs.azdot.gov/>
3. Subconsultants must be registered/have a current/up to date profile in the DOORS reporting system for Payment Reporting, DBE Reporting, and Prompt Pay Reporting. (link is on the AZUTracs web page).
4. Subconsultants (including lower tiers) will be required to report into the DOORS system on a monthly basis during the life of their subcontract.
5. No Consultant/Subconsultant can work on a federal funded contract if they have been debarred and/or have unresolved federal tax liens.
6. The “Joint Check” process – where a Prime pays a subconsultant’s lower tier or vendor is not allowed on FHWA Federal Funded Professional Services Contracts.
7. DBE Subconsultants subcontract tasks must be applicable to their registered NAICS code(s).
8. Subconsultants for QA/QC/IA Testing – must be on the ADOT Accredited Laboratories / ADOT Accredited Material Testing Laboratories List.
<https://azdot.gov/business/engineering-and-construction/materials/materials-quality-assurance/adot-accredited>
9. Subconsultants will be required to submit timely/monthly invoices to the Prime on a calendar monthly basis. The Prime Consultant’s monthly pay application to the City must include all work performed during the work period the pay application is being submitted for.
10. No work can be started prior to the Prime’s Contract Notice to Proceed date.

SUBCONTRACTS

All Subcontracts:

1. There are specific federal documents that must be included in all subcontracts.
2. A set of these federal documents will be provided by the City. There will be a required set of federal documents for a DBE Subconsultant Subcontract and a Non-DBE Subconsultant Subcontract.
3. Subcontract tasks must be applicable to/related to the Prime’s Contract Task Detail with the City.
4. DBE Subcontract Task Detail must show breakdown pricing for each task item.
5. Subcontract must show both parties name and address.

END OF FEDERAL DOCUMENTS SECTION

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/04/2023

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

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

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co of Pittsburg NAIC # 19445 INSURER B : Allied World Assurance Co (U.S.) Inc. 19489 INSURER C : New Hampshire Insurance Company 23841 INSURER D : Lloyd's of London 085202 INSURER E : INSURER F :
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	

COVERAGES

CERTIFICATE NUMBER: 23-24

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000			03127930	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2304949	04/01/2023	04/01/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Kyrene Branch and Highline Canal Shared Use Path, City Project #TP2202-201, Federal #CHN0252D, ADOT #T038703D, Anne DeBoard. The City of Chandler, its officers, officials, agents, and employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Chandler P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

written notice (except 10 days for nonpayment of premium) to the Certificate Holder. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Contractual Liability & X-C-U is included under the General Liability Policy Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Separation of Insureds applies to the General Liability Policy.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023 forms a part of

Policy No. CA4489663 (AOS) issued to Kimley-Horn and Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.