



**PROFESSIONAL SERVICES AGREEMENT  
CONSTRUCTION MANAGEMENT SERVICES  
RUNWAY 4R-22L PAVEMENT REHABILITATION  
CITY PROJECT NO.: AI2202.451; FAA AIP NO.: 3-04-008-032-2023  
Council Date: June 26, 2025**

**THIS AGREEMENT** ("Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and Dibble CM LLC, a Delaware limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

**RECITALS**

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

**AGREEMENT**

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

**SECTION I--CONSULTANT'S SERVICES**

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

## 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 180 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 \$146,415 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<br>Attn: CIP City Engineer: Daniel Haskins, P.E.<br>P.O. Box 4008, Mail Stop 407<br>Chandler, AZ 85244-4008<br>Phone: 480-782-3335      Email: Daniel.Haskins@chandleraz.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| With a copy to:                                       | City of Chandler - Public Works & Utilities Department<br>Attn: Raymond Potts, Project Manager<br>P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008<br>Phone: 480-782-3326      Email: Raymond.Potts@chandleraz.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| To Consultant:                                        | <table border="1"> <tr> <td colspan="2"><b>LEGAL COMPANY NAME:</b></td><td>Dibble CM LLC</td></tr> <tr> <td>Mailing Address:</td><td colspan="2">3020 East Camelback Road, Suite 201<br/>Phoenix, AZ 85016</td></tr> <tr> <td>Physical Address:</td><td colspan="2">3020 East Camelback Road, Suite 201<br/>Phoenix, AZ 85016</td></tr> <tr> <td>Statutory Agent Name:</td><td colspan="2">KC Brandon</td></tr> <tr> <td>Statutory Agent Mailing Address:</td><td colspan="2">3020 East Camelback Road, Suite 201<br/>Phoenix, AZ 85016</td></tr> <tr> <td>Statutory Agent Physical Address:</td><td colspan="2">3020 East Camelback Road, Suite 201<br/>Phoenix, AZ 85016</td></tr> <tr> <td colspan="3"><b>CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</b></td></tr> <tr> <td>Name:</td><td colspan="2">KC Brandon</td></tr> <tr> <td>Title:</td><td colspan="2">President</td></tr> <tr> <td>Phone:</td><td colspan="2">602-957-3936</td></tr> <tr> <td>Email:</td><td colspan="2">kcbrandon@dibblecm.com</td></tr> </table> |               |  | <b>LEGAL COMPANY NAME:</b> |  | Dibble CM LLC | Mailing Address: | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016 |  | Physical Address: | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016 |  | Statutory Agent Name: | KC Brandon |  | Statutory Agent Mailing Address: | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016 |  | Statutory Agent Physical Address: | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016 |  | <b>CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</b> |  |  | Name: | KC Brandon |  | Title: | President |  | Phone: | 602-957-3936 |  | Email: | kcbrandon@dibblecm.com |  |
| <b>LEGAL COMPANY NAME:</b>                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Dibble CM LLC |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| Mailing Address:                                      | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| Physical Address:                                     | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| Statutory Agent Name:                                 | KC Brandon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| Statutory Agent Mailing Address:                      | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| Statutory Agent Physical Address:                     | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| <b>CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| Name:                                                 | KC Brandon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| Title:                                                | President                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| Phone:                                                | 602-957-3936                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |
| Email:                                                | kcbrandon@dibblecm.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |               |  |                            |  |               |                  |                                                          |  |                   |                                                          |  |                       |            |  |                                  |                                                          |  |                                   |                                                          |  |                                                       |  |  |       |            |  |        |           |  |        |              |  |        |                        |  |

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

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

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

**5.4 Termination.** City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and

the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

**5.5 Indemnification.** To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

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

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

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

**5.9 Disputes.** In any dispute arising out of an interpretation of this Agreement or the duties

required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.30 Severability.** If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this

Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

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

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

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

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

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

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

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

**Exhibit A** - Scope of Services / Schedule

**Exhibit B** - Compensation and Fees

**Exhibit C** - Insurance Requirements

**Exhibit D** - Special Conditions

**Exhibit E** - Subconsultant Documents with Consultant (if applicable)

**Exhibit F** - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth

in **Exhibit “D”**, which is attached to and made a part of this Agreement.

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"**  
**DIBBLE CM LLC**

\_\_\_\_\_  
Mayor

KC Brandon May 29, 2025  
Signature Date

**RECOMMENDED BY:**

Daniel Haskins May 29, 2025  
Daniel Haskins, P.E.  
CIP City Engineer

KC Brandon  
Print Name

president  
Title

kcbrandon@dibblecm.com  
Signer Email Address

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney *JMB*

**ATTEST:**

\_\_\_\_\_  
City Clerk Seal

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

**EXHIBIT "A"**

**CONSTRUCTION MANAGEMENT  
SCOPE OF SERVICES  
Runway 4R22L Pavement Rehabilitation  
CITY PROJECT NO. AI2202.451  
FAA AIP No.: 3-04-008-032-2023**

**PROJECT TASKS**

**1. PRE-CONSTRUCTION ASSISTANCE**

**A. Task 1.1 Preconstruction Assistance**

- i. Consultant must attend the pre-construction meeting.

**2. CONSTRUCTION MANAGEMENT**

**A. Task 2.1 Weekly Construction Meetings**

- i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes **17** weekly meetings will be held.

**B. Task 2.2 CPM Schedule**

- i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
- ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to city regarding those tasks. Consultant assumes **4** reviews of updated CPM schedule.

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

- i. Consultant must review, prepare, and maintain a log of all RFI's.

**D. Task 2.4 Shop Drawing Submittals**

- i. Consultant must review, prepare, and maintain a log of all submittals.

**E. Task 2.5 Requests for Proposal (RFP)**

- i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFPs. Consultant assumes **5** RFPs.

**F. Task 2.6 Field Directives (FD's)**

- i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FDs. Consultant assumes **5** FD's.

## **G. Task 2.7 Contractor Payment Applications**

- i. Consultant must review and evaluate Contractor monthly payment applications.
  1. Review payment applications and verify everything on the CM services checklist is completed. Consultant assumes a maximum of **4** payment applications, with **2** reviews each.
    - a. CPM Schedule is updated
    - b. Photos are uploaded
    - c. CM services Quantity Report matches contractor's request
    - d. Allowance draws are recorded
    - e. Time and Materials requests have proper backup
    - f. Payments are made to the agreed lump sum schedule
    - g. Submit checklist to the City of Chandler
  2. Review contractor's red lines are up to date
  3. Verifying last month's payment application is accurately shown.
  4. Recommendations will be based on consultant's knowledge, information, and belief, and will state whether in consultant's opinion, contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check contractor's work have been exhaustive, extended to every aspect of contractor's work, or have involved detailed inspections.

## **3. CONSTRUCTION ADMINISTRATION**

### **A. Task 3.1 Federal Compliance Administration**

- i. Consultant must conduct Contractor and Sub-contractor laborer interviews, as necessary, per Federal Requirements.
- ii. Inspector must document on daily reports each day; list of subcontractor's and identify their employees, the task classifications, and equipment subcontractors are utilizing on site.
- iii. Consultant must collect, review, and verify material certifications are met including "Buy America" and "Build America, Buy America" (BABA) requirements; prepare and maintain material certificates and "Buy America" and "Build America, Buy America" (BABA) requirements submittal log. **NO PAYMENTS FOR MATERIALS WITHOUT APPROVED MATERIAL CERTIFICATIONS.**

### **B. Task 3.2 Federal Compliance Administrative Support**

- i. Consultant must provide administrative support to City staff for federal reporting requirements. Consultant assumes **1** administrative assistant **5** hours per week for the duration of the project.
  1. Documenting/logging subcontractor onsite
  2. Reviewing certified payrolls
  3. General federal compliance support

#### **4. CONSTRUCTION INSPECTION**

##### **A. Task 4.1 Inspection Services**

- i. Consultant must provide construction inspections to verify materials and installations conform to construction documents and current Advisory Circulars; prepare **daily** inspection reports documenting Contractor construction activities and progress during field inspection visits with associated pictures and descriptions; and perform intermittent erosion control inspections. Consultant assumes **1** inspector full time **40** hours per week for the duration of the project.
- ii. Consultant must prepare and submit FAA Form 5370-1 **monthly**, Construction Progress and Inspection Reports that include clear photographs of work activities with descriptions of each.

##### **B. Task 4.2 Project Closeout**

- i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.
- ii. Consultant must schedule and conduct the Final Completion inspection; and complete and distribute Final Completion certificates.
- iii. Consultant must provide all documents in an electronic version that matches the City's filing system, so it can be imported into the city's files.
- iv. Warranty – Services after completion of the construction phase, including inspections upon request during the 12-month warranty period, reporting discrepancies under guarantees in the construction contract documents, and providing assistance for resolution of defects to be corrected under warranty.

#### **5. MATERIALS TESTING**

##### **A. Task 5.1 Quality Control (QC) Test Program**

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

##### **B. Task 5.2 Material Certifications**

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

#### **6. RECORD DRAWINGS**

##### **A. Task 6.1 Record Drawings**

- i. Review and monitor Contractor's weekly final submittal of red line drawing set.



### **ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS**

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.
4. Contract work must be performed in accordance with Exhibit D Title VI Assurances Appendix A and Exhibit E Title VI Assurances Appendix E.

**EXHIBIT “B”  
COMPENSATION AND FEES**



**EXHIBIT "B"**  
**CONSTRUCTION MANAGEMENT**  
**SCOPE OF SERVICES**  
**FEE SCHEDULE**  
**Runway 4R22L Pavement Rehabilitation**  
**AI2202.451 (AIP: 3-04-008-032-2023)**

| Task     | Description                               | Cost                |
|----------|-------------------------------------------|---------------------|
| <b>1</b> | <b>PRE-CONSTRUCTION ASSISTANCE</b>        |                     |
| 1.1      | Pre-Construction Assistance               | \$ 860.00           |
|          |                                           |                     |
|          | <b>SUBTOTAL TASK 1:</b>                   | <b>\$ 860.00</b>    |
| <b>2</b> | <b>CONSTRUCTION MANAGEMENT</b>            |                     |
| 2.1      | Weekly Construction Meetings              | \$ 10,350.00        |
|          |                                           |                     |
| 2.2      | CPM Schedule                              | \$ 1,050.00         |
|          |                                           |                     |
| 2.3      | Requests for Information (RFI)            | \$ 1,975.00         |
|          |                                           |                     |
| 2.4      | Shop Drawing Submittals                   | \$ 1,975.00         |
|          |                                           |                     |
| 2.5      | Requests for Proposal (RFP)               | \$ 2,300.00         |
|          |                                           |                     |
| 2.6      | Field Directive (FD)                      | \$ 2,300.00         |
|          |                                           |                     |
| 2.7      | Contractor Payment Applications           | \$ 2,630.00         |
|          |                                           |                     |
|          | <b>SUBTOTAL TASK 2:</b>                   | <b>\$ 22,580.00</b> |
| <b>3</b> | <b>CONSTRUCTION ADMINISTRATION</b>        |                     |
| 3.1      | Federal Compliance Administration         | \$ -                |
|          |                                           |                     |
| 3.2      | Federal Compliance Administrative Support | \$ 9,350.00         |
|          |                                           |                     |
|          | <b>SUBTOTAL TASK 3:</b>                   | <b>\$ 9,350.00</b>  |
| <b>4</b> | <b>CONSTRUCTION INSPECTION</b>            |                     |
| 4.1      | Inspection Services                       | \$ 92,800.00        |
|          |                                           |                     |
| 4.2      | Project Closeout                          | \$ 4,800.00         |
|          |                                           |                     |
|          | <b>SUBTOTAL TASK 4:</b>                   | <b>\$ 97,600.00</b> |

|                          |                         |               |
|--------------------------|-------------------------|---------------|
| 5 MATERIALS TESTING      |                         |               |
| 5.1                      | QC Test Program         | \$ 3,175.00   |
|                          |                         |               |
| 5.2                      | Material Certifications | \$ 1,425.00   |
|                          |                         |               |
| SUBTOTAL TASK 5:         |                         | \$ 4,600.00   |
| 6 RECORD DRAWINGS        |                         |               |
| 6.1                      | Record Drawings         | \$ 1,425.00   |
|                          |                         |               |
| SUBTOTAL TASK 6:         |                         | \$ 1,425.00   |
| SUBCONSULTANTS           |                         |               |
| Subconsultant Name       |                         | \$ -          |
| Subconsultant Name       |                         | \$ -          |
| Subconsultant Name       |                         | \$ -          |
| Subconsultant Name       |                         | \$ -          |
| SUBTOTAL SUBCONSULTANTS: |                         | \$ -          |
| ALLOWANCES               |                         |               |
| Direct Expense Allowance |                         | \$ -          |
| Owner's Allowance        |                         | \$ 10,000.00  |
| SUBTOTAL ALLOWANCES:     |                         | \$ 10,000.00  |
| PROJECT TOTAL:           |                         | \$ 146,415.00 |

## **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 DOCUMENTS WITH CONSULTANT**

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

**N/A**

**EXHIBIT "F"**  
**FEDERAL REQUIREMENTS**

## **FAA FEDERAL DOCUMENTS**

### **IMPORTANT NOTES:**

#### **DBE Goal:**

**The City of Chandler has a Race Neutral DBE Goal of 3.30% for 10-01-2024 through 09-30-2027. The City of Chandler recommends the utilization of DBE's.**

**TABLE OF CONTENTS**



**TABLE OF CONTENTS**  
**FAA FEDERAL DOCUMENTS**  
**PROFESSIONAL SERVICES RFQ AND CONTRACT**

**SECTION 1: FAA FEDERAL GUIDE**

**SECTION 2: BIDDERS LIST (SUBMIT)**

**SECTION 3: VERIFICATION STATEMENT (SUBMIT)**

**SECTION 4: FAA FEDERAL PROVISIONS (29 pages)**

Access to Records and Reports .....Pg 1 of 29

Breach of Contract Terms .....Pg 2 of 29

Buy American Preference / Build America-Buy America (BABA) FAA.....Pg 3 of 29

Civil Rights .....Pg 4 of 29

Civil Rights – Title VI .....Pg 5 of 29

Clean Air and Water Pollution Control .....Pg 7 of 29

Contract Work Hours and Safety Standards Act Requirements .....Pg 8 of 29

Copeland “Anti-Kickback” Act.....Pg 9 of 29

Debarment and Suspension .....Pg 10 of 29

Disadvantaged Business Enterprise/ Prompt Pay Provisions .....Pg 11 of 29

Distracted Driving.....Pg 12 of 29

Domestic Preferences for Procurements.....Pg 13 of 29

Equal Employment Opportunity (EEO): Clause .....Pg 14 of 29

EEO Specification.....Pg 15 of 29

Federal Fair Labor Standards Act (Federal Minimum Wage).....Pg 19 of 29

Lobbying and Influencing Federal Employees.....Pg 20 of 29

Occupational Safety and Health Act of 1970 .....Pg 21 of 29

Prohibition of Segregated Facilities .....Pg 22 of 29

Seismic Safety .....Pg 23 of 29

Tax Delinquency and Felony Convictions .....Pg 24 of 29

    Certification of Offeror/Bidder Regarding No Tax Delinquency and  
    No Felony Convictions .....Pg 25 of 29

Telecommunications/Video Surveillance Serv/Equip Prohibition.....Pg 26 of 29

Termination of Contract.....Pg 27 of 29

Trade Restrictions .....Pg 28 of 20

Veteran’s Preference.....Pg 29 of 29

**SUBMIT WITH SOQ: (or in preparation of Contract for Direct Select)**

Bidders List  
Verification Statement

# **SECTION 1**

## **FAA FEDERAL GUIDE**



## **Federal Funded Contract Guide for Professional Services**

### **This is an FAA federal funded contract**

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

**SECTION 2**  
**BIDDERS LIST**

## Jennifer Drury

---

**From:** ADOT Business Engagement and Compliance Office <AZUTRACS-Support@azdot.gov>  
**Sent:** Tuesday, May 20, 2025 2:55 PM  
**To:** Jennifer Drury  
**Cc:** contractorcompliance@azdot.gov  
**Subject:** Bidders List for Dibble CM, LLC

You don't often get email from azutracs-support@azdot.gov. [Learn why this is important](#)

**Dibble CM, LLC**, AZUTRACS Number: [10280](#) has submitted a Bidder/Proposer list for **AI2202-401** on 05/20/2025 at 2:55 PM MST (UTC - 07:00).

Dibble CM, LLC submitted a blank bidders/proposers list. This means that they did not list any firms that they reached out to or were contacted by during the preparation of this bid/proposal. NOTE: Subbing out work is encouraged, where applicable. Under some circumstances, no subbing opportunities are available.

**SECTION 3**  
**VERIFICATION STATEMENT**  
**FOR**  
**DEBARMENT AND SUSPENSION**  
**CERTIFICATION**  
**AND**  
**TAX DELINQUENCY AND FELONY CONVICTIONS CERTIFICATION**



**VERIFICATION STATEMENT  
(Professional Service)  
FOR  
NO FEDERAL TAX LIENS,  
NO DEBARMENTS,  
USE OF E-VERIFY FOR EMPLOYMENT HIRING  
UTRACS REGISTRATION/STATUS  
FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN)**

This form represents certifying compliance for items listed below:

- a) This company has no outstanding unresolved federal tax liens.
- b) This company has not been suspended or debarred from working on a federal funded contract, does not have a proposed debarment pending, has not been indicted, convicted, or had a civil judgement rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specified by Code of Federal Regulations 49 CFR.
- c) This company uses E-Verify for employment verifications.
- d) This company has a current UTracs Registration (<https://utracs.azdot.gov>)
- e) EIN: Company must have an Employer Identification Number (EIN) if you are the Prime Contractor. If you are a subcontractor, you need the EIN number if required by Law / Federal Requirements. If you are a subcontractor and not required by Law to have an EIN number, you may write in "not applicable" below.

**\*\*It is recommended that all companies working on a federal funded contract be registered on the SAM website. ([www.sam.gov](http://www.sam.gov))**

**If unable to certify to the statements above, company is ineligible to enter into an agreement for federal funded contracts with the City of Chandler.**

|                                 |                                                                                     |
|---------------------------------|-------------------------------------------------------------------------------------|
| <b>Company Name:</b>            | Dibble CM                                                                           |
| <b>Company UTracs No:</b>       | 10280                                                                               |
| <b>EIN:</b>                     | 86-1013996                                                                          |
| <b>Name of Person Signing:</b>  | KC Brandon                                                                          |
| <b>Title of Person Signing:</b> | President                                                                           |
| <b>Signature:</b>               |  |
| <b>Date of Signature:</b>       | 5/20/2025                                                                           |

## **SECTION 4**

### **FAA FEDERAL PROVISIONS**

## **ACCESS TO RECORDS AND REPORTS**

:2 CFR § 200.334; 2 CFR § 200.337; FAA Order 5100.38

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

## **BREACH OF CONTRACT TERMS**

### **2 CFR**

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

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

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

## BUY AMERICAN PREFERENCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxi lanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

## FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

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

certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxi lanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

**CIVIL RIGHTS - GENERAL**

49 USC § 47123

**GENERAL CIVIL RIGHTS PROVISIONS**

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

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

## CIVIL RIGHTS TITLE VI ASSURANCE

49 USC § 47123; FAA Order 1400.11

### Title VI Solicitation Notice:

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

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the 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:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

## Compliance with Nondiscrimination Requirements:

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 Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Nondiscrimination Acts and Authorities, 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 Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration, 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 Sponsor will impose such contract sanctions as it or the Federal Aviation Administration 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 respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration 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 Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**CLEAN AIR AND WATER POLLUTION CONTROL**

2 CFR Part 200, Appendix II(G); 42 USC § 7401, et seq; 33 USC § 1251, et seq

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

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

## **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

2 CFR Part 200, Appendix II(E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 USC §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

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

## **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **1. Overtime Requirements.**

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

### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

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

### **3. Withholding for Unpaid Wages and Liquidated Damages.**

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

### **4. Subcontractors.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**COPELAND “ANTI-KICKBACK” ACT**

2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

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

**COPELAND “ANTI-KICKBACK” ACT**

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

**DEBARMENT AND SUSPENSION**

2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

**CERTIFICATION OF OFFEROR/BIDDER/CONSULTANT REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Note: This requirement applies to all subconsultants and a Certification Form will be required (form will be included in the Subconsultant Request Packet from the City of Chandler).

## **DISADVANTAGED BUSINESS ENTERPRISE**

### **49 CFR Part 26**

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

### **Contract Assurance**

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

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

### **Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –**

The prime contractor must not terminate a DBE subcontractor without the approval of The City of Chandler.. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a on-DBE firm, or with another DBE firm.

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

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

Before transmitting to The City of Chandler its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to The City of Chandler, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise The City of Chandler and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why The City of Chandler should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), The City of Chandler may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for **DBE Firms put forward by offerors in negotiated procurements.**

### **PROMPT PAY PROVISION**

#### **49 CFR § 26.29**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract **NO LATER THAN 14 DAYS** from the receipt of each payment the prime contractor receives from The City of Chandler. The prime contractor agrees further to return retainage payments to each subcontractor **within 30 days** after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of The City of Chandler. This clause applies to both DBE and non-DBE subcontractors.

## **DISTRACTED DRIVING**

Executive Order 13513; DOT Order 3902.10

## **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**DOMESTIC PREFERENCES FOR PROCUREMENTS - CERTIFIATION**

2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

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

## **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

2 CFR Part 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## EEO SPECIFICATION

### 1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq; 2 CFR § 200.430; APPLICABILITY

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES CERTIFICATION**

49 CFR Part 20, Appendix A

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

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

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

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**  
29 CFR Part 1910

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

**PROHIBITION OF SEGREGATED FACILITIES**

2 CFR Part 200, Appendix II(C); 41 CFR Part 60-1

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

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

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

## **SEISMIC SAFETY**

### **49 CFR Part 41**

#### Professional Service Agreements for Design

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

#### Construction Contracts - SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

***\*\*THIS SECTION COVERS A REQUIREMENT BY FAA AND REQUIRES A VERIFICATION SIGNATURE. THE CITY OF CHANDLER PROVIDES A SEPARATE SIGNATURE REQUIRED DOCUMENT/PAGE THAT MUST BE FILLED OUT, SIGNED AND SUBMITTED. SEE “VERIFICATIONS STATEMENT”***

***ADDITIONALLY, THE “VERIFICATIONS STATEMENT” IS ALSO A REQUIRED DOCUMENT TO BE FILLED OUT, SIGNED AND SUBMITTED WITH ALL SUBCONTRACTS/LOWER TIER SUBCONTRACTS FOR REVIEW AND APPROVAL.***

#### **TAX DELINQUENCY AND FELONY CONVICTIONS**

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

#### **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

City of Chandler provides a Verification Statement that must be submitted with bid to cover the requirements of this section. Applicant/Bidder/Contractors/Subcontractors/Consultants/Subconsultants cannot have any been convicted of a criminal violation under any federal law within the preceding 24 months and cannot have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. Additionally, the Verifications Statement must be included, signed and submitted to the City of Chandler with all subcontracts and lower tier subcontracts for review and approval.

The City has provided in this bid a “Verifications Statement” that must be signed and submitted with bid.

#### **Note**

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

#### **Term Definitions**

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

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

**TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT PROHIBITION**

2 CFR § 200, Appendix II(K); 2 CFR § 200.216

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

## **TERMINATION OF CONTRACT**

2 CFR Part 200, Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09; Termination for Convenience

### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

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

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

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

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

**TERMINATION FOR DEFAULT**  
2 CFR Part 200, Appendix 11(B)

**TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

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

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

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

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

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

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

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

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

## **TRADE RESTRICTION CERTIFICATION**

49 USC § 50104; 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**VETERAN'S PREFERENCE**

49 USC § 47112(c)

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

**END OF  
FAA FEDERAL DOCUMENTS**

## Certificate Of Completion

Envelope Id: 37E77EC4-890C-442E-8CFA-329F98E559EA

Status: Sent

Subject: \*\*Council item-6/26\*\* AI2202.451 Runway 4R-22L Pavement Rehabilitation - CM SERVICES

EDMS Application: PWU\_CAPITAL\_PROJECTS\_CONTRACT\_MANAGEMENT

Source Envelope:

Document Pages: 66

Signatures: 2

Envelope Originator:

Certificate Pages: 7

Initials: 0

Chandler CIP

AutoNav: Enabled

PO Box 4008

Envelopeld Stamping: Enabled

Chandler, 85244

Time Zone: (UTC-07:00) Arizona

chandlercip@chandleraz.gov

IP Address: 198.241.2.1

## Record Tracking

Status: Original

Holder: Chandler CIP

Location: DocuSign

5/29/2025 | 09:37 AM

chandlercip@chandleraz.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Chandler

Location: Docusign

## Signer Events

## Signature

## Timestamp

KC Brandon

kcbrandon@dibblecm.com

president

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 98.186.16.186

Sent: 5/29/2025 | 02:23 PM

Resent: 5/29/2025 | 02:33 PM

Viewed: 5/29/2025 | 02:38 PM

Signed: 5/29/2025 | 02:38 PM

## Electronic Record and Signature Disclosure:

Accepted: 5/29/2025 | 02:38 PM

ID: 9f542fb3-dc4e-491b-a0c6-8580b9fb5a6b

Daniel Haskins

daniel.haskins@chandleraz.gov

CIP City Engineer

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 198.241.2.1

Sent: 5/29/2025 | 02:38 PM

Viewed: 5/29/2025 | 02:43 PM

Signed: 5/29/2025 | 02:44 PM

## Electronic Record and Signature Disclosure:

Accepted: 5/29/2025 | 02:43 PM

ID: 230ab757-e0b2-40e4-bd0e-2871ad163811

Daniel L Brown

Daniel.Brown@chandleraz.gov

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Accepted: 7/1/2021 | 08:17 AM

ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a

Kevin Hartke

kevin.hartke@chandleraz.gov

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Accepted: 6/28/2021 | 11:17 AM

ID: 2531f230-027c-41f7-9166-1189df6a8c8f

| Signer Events                                                                                                                                                                                                                         | Signature | Timestamp |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| Dana DeLong<br>Dana.DeLong@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 6/28/2021   01:03 PM<br>ID: e796186e-c533-4a41-978c-34d69e29778a |           |           |

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events                                                                                                                                                                                                                                                                             | Status | Timestamp                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------|
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Procurement Senior Specialist<br>City of Chandler<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 3/18/2025   10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 |        | Sent: 5/29/2025   02:44 PM |

Records Division

Signing Group: Records Division

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| Agent Delivery Events                                                                                                                                                                                                            | Status                                                   | Timestamp                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| KC Brandon<br>kcbrandon@dibblecm.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/29/2025   02:22 PM<br>ID: 465f4707-0175-44bc-9827-f1bbb2c38a8e | <div>VIEWED</div> <p>Using IP Address: 98.186.16.186</p> | Sent: 5/29/2025   09:54 AM<br>Resent: 5/29/2025   01:59 PM<br>Viewed: 5/29/2025   02:22 PM<br>Completed: 5/29/2025   02:23 PM |

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events                                                                                                                                                                                                                                                                                 | Status            | Timestamp                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------|
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Procurement Senior Specialist<br>City of Chandler<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 3/18/2025   10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | <div>COPIED</div> | Sent: 5/29/2025   09:54 AM |

|                                                                                                                                                       |                   |                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------------------------------------------|
| Hafiz Noor<br>Hafiz.Noor@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b> | <div>COPIED</div> | Sent: 5/29/2025   02:44 PM<br>Viewed: 5/29/2025   03:26 PM |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------------------------------------------|

| Carbon Copy Events                                                                                                               | Status | Timestamp |
|----------------------------------------------------------------------------------------------------------------------------------|--------|-----------|
| Accepted: 5/19/2025   01:41 PM<br>ID: 2a8493f3-0676-4860-8f5f-af6da80d7741                                                       |        |           |
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Security Level: Email, Account Authentication (None)                        |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 3/18/2025   10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 |        |           |
| Michelle Reeder<br>Michelle.Reeder@chandleraz.gov<br>Security Level: Email, Account Authentication (None)                        |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 3/18/2025   10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 |        |           |
| Raymond Potts<br>Raymond.Potts@chandleraz.gov<br>Security Level: Email, Account Authentication (None)                            |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 1/7/2025   10:12 AM<br>ID: ebb9cc7b-b8c5-406e-b2cc-8eb776ae036e  |        |           |
| Allan Zimmerman<br>Allan.Zimmerman@chandleraz.gov<br>Security Level: Email, Account Authentication (None)                        |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 3/10/2022   07:58 AM<br>ID: fa1c98a5-4381-4529-8f21-4c6629aed7b1 |        |           |
| Bridgette Rhodehouse<br>Bridgette.Rhodehouse@chandleraz.gov                                                                      |        |           |
| Jennifer Ekblad<br>jennifer.ekblad@chandleraz.gov                                                                                |        |           |
| Dorothy Hernandez<br>dorothy.hernandez@chandleraz.gov                                                                            |        |           |
| Vianka Enriquez<br>Vianka.Enriquez@chandleraz.gov                                                                                |        |           |
| Signing Group: Records Division                                                                                                  |        |           |
| Security Level: Email, Account Authentication (None)                                                                             |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via Docusign                                                   |        |           |
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Security Level: Email, Account Authentication (None)                        |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 3/18/2025   10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 |        |           |
| Donna Rygiel<br>donna.rygiel@chandleraz.gov<br>Security Level: Email, Account Authentication (None)                              |        |           |
| <b>Electronic Record and Signature Disclosure:</b>                                                                               |        |           |

| Carbon Copy Events                                                                                                               | Status           | Timestamp            |
|----------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|
| Accepted: 3/28/2025   11:23 AM<br>ID: 40e41fec-eb0c-46d0-b3fc-d151223d8411                                                       |                  |                      |
| Greg Hughes<br>ghughes@sunlandasphalt.com<br>Security Level: Email, Account Authentication (None)                                |                  |                      |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/29/2025   10:50 AM<br>ID: 7d8ccea6-4101-4390-965b-fb6cadf1db9d |                  |                      |
| Hafiz Noor<br>Hafiz.Noor@chandleraz.gov<br>Security Level: Email, Account Authentication (None)                                  |                  |                      |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/19/2025   01:41 PM<br>ID: 2a8493f3-0676-4860-8f5f-af6da80d7741 |                  |                      |
| Witness Events                                                                                                                   | Signature        | Timestamp            |
| Notary Events                                                                                                                    | Signature        | Timestamp            |
| Envelope Summary Events                                                                                                          | Status           | Timestamps           |
| Envelope Sent                                                                                                                    | Hashed/Encrypted | 5/29/2025   09:54 AM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   10:34 AM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   10:34 AM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   10:34 AM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   10:34 AM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   10:34 AM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   10:34 AM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   10:34 AM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   10:34 AM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   10:34 AM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   02:23 PM |
| Envelope Updated                                                                                                                 | Security Checked | 5/29/2025   02:23 PM |
| Payment Events                                                                                                                   | Status           | Timestamps           |
| Electronic Record and Signature Disclosure                                                                                       |                  |                      |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Chandler:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [esignature@chandleraz.gov](mailto:esignature@chandleraz.gov)

### **To advise City of Chandler of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [esignature@chandleraz.gov](mailto:esignature@chandleraz.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Chandler**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [esignature@chandleraz.gov](mailto:esignature@chandleraz.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Chandler**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [esignature@chandleraz.gov](mailto:esignature@chandleraz.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.