



**PROFESSIONAL SERVICES AGREEMENT
PRE-DESIGN SERVICES
ROADWAY SAFETY ACTION PLAN
PROJECT NO. TP2501.101**

Council Date: May 7, 2026

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2026, ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and Y2K Engineering, LLC, an Arizona company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

This is a federally funded project, using FHWA funds.

RECITALS

- A. City proposes to engage Consultant to provide pre-design services for Roadway Safety Action Plan 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 500 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 \$700,000 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:

City:	To	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov
With a copy to:		City of Chandler - Public Works & Utilities Department Attn: Alyssa Siqueiros, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: Alyssa.Siqueiros@chandleraz.gov
To Consultant:	LEGAL COMPANY NAME:	Y2K Engineering, LLC
	Mailing Address:	1921 South Alma School Road, Suite 204 Mesa, AZ 85210
	Physical Address:	1921 South Alma School Road, Suite 204 Mesa, AZ 85210
	Statutory Agent Name:	Yung Koprowski
	Statutory Agent Mailing Address:	1921 South Alma School Road, Suite 204 Mesa, AZ 85210
	Statutory Agent Physical Address:	1921 South Alma School Road, Suite 204 Mesa, AZ 85210
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Yung Koprowski
	Title:	Principal
	Phone:	602-837-4968
	Email:	ykoprowski@y2keng.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
- Exhibit F** - Federal Requirements

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"
Y2K ENGINEERING, LLC

Mayor

Yung Koprowski April 13, 2026
Signature Date

RECOMMENDED BY:

Daniel Haskins April 14, 2026
Daniel Haskins, P.E.
CIP City Engineer

Yung Koprowski
Print Name

Principal
Title

ykoprowski@y2keng.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney *JMB*

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



March 23, 2026 *revised*

Alyssa Siqueiros
Design Project Manager
City of Chandler | Capital Projects
480-782-3343
Alyssa.Siqueiros@chandleraz.gov

Subject: City of Chandler Roadway Safety Action Plan - TP2501.101

Dear Ms. Siqueiros:

Y2K Engineering, LLC. (Y2K) is pleased to submit this proposal to provide professional services to the City of Chandler (the "City") for professional services for its Roadway Safety Action Plan (RSAP). Our scope and fee to provide services are based on the request for qualifications (RFQ) issued by the City of Chandler in December 2025 and discussions with City staff on February 26, 2026. The services proposed in this scope of work shall be completed within **420 calendar days / May 31, 2027** for the total compensation not-to-exceed **\$700,000.00**.

We look forward to the successful completion of this important SS4A-funded safety project.

If you have any questions or need additional information, please contact me at (602) 837-4968.

Sincerely,

Y2K Engineering, LLC.

A handwritten signature in blue ink that reads 'Yung Koprowski'.

Yung Koprowski, PE, PTOE, RSP₂
Principal

Exhibit A: Scope of Work
Exhibit B: Fee
Exhibit C: Subconsultant Proposals

Ms. Alyssa Siqueiros
March 23, 2026
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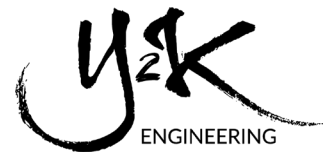


EXHIBIT A – SCOPE OF WORK (SOW)

Y2K Engineering, LLC. shall herein be referred to as the **Prime** and the **City of Chandler** shall herein be referred to as the **City**. Y2K will partner with **TYLin**, **Street Simplified** and **Engineering Map Solution (EMS)** as subconsultants.

Background

The City was awarded by the US Department of Transportation (USDOT) \$560,000.00 through the (FY) 2024 SS4A grant program to develop a Roadway Safety Action Plan (RSAP). The City understands this is a reimbursement grant with 80% grant funds/20% local match, meaning the City has a \$140,000.00 match. The reimbursements will follow the federal funding program requirements. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, and personal conveyance and micro-mobility users.

The RSAP will apply the USDOT Safe System Approach, recognizing that humans make mistakes and that roadway systems must be designed to prevent those mistakes from resulting in death or serious injury. The City of Chandler is committed to eliminating fatal and serious injury crashes and creating a transportation system that is safe and comfortable for everyone. The RSAP is an opportunity to apply Safe System principles in a way that reflects Chandler’s context.

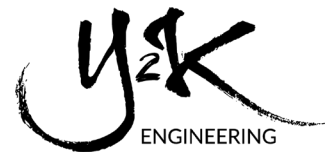
The RSAP will be the City’s program for eliminating traffic deaths and serious injuries. The RSAP will develop a process for identifying high-risk locations in the City’s street network, specific and broadly applicable countermeasures, and a system to prioritize the remedies based on effectiveness, efficiency, community priorities, and equity. It will also include a management structure that will take ownership of the RSAP and ensure that the City implements its recommendations. The RSAP will commit the City to achieve a percentage reduction of roadway fatalities and serious injuries by a specific date.

Upon completion of this project, the City will have a clear understanding of how to make investments in improving street safety. These investments will be made through changes in enforcement and education operations as well as in the built environment as identified projects.

Alignment with SS4A Self-Certification:

We understand the importance of meeting grant commitments as outlined in the SS4A Safety Action Plan Self-Certification Eligibility Worksheet. The eight eligibility requirements are listed below, and the seven tasks described in the following pages outline our recommended RSAP planning approach to fully meet them.

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SS4A Self-Certification Eligibility requirements:

1. Leadership Commitment — Tasks 1, 3, 6
2. Planning Structure and Safe System Framework — Tasks 1, 2, 3
3. Safety Analysis — Task 4
4. Engagement and Collaboration — Task 2
5. Policy and Process Changes — Tasks 4, 5
6. Strategy and Project Selections — Task 5
7. Progress and Transparency — Tasks 3, 5, 6
8. Adoption and Final Action Plan — Task 6

Task 1: Project Management and Stakeholder Engagement

Y2K will provide overall project management, coordination, and quality control to ensure the RSAP is delivered on schedule, within budget, and in compliance with SS4A requirements. This task establishes the project governance structure, communication protocols, and quality assurance procedures. Y2K will maintain a decision log to track project assumptions, emerging issues, and key decisions throughout the planning process.

Project management will emphasize transparency, predictable communication, and early identification of issues affecting scope, schedule, or budget. All meetings are anticipated to be held virtually, with the exception of the kick-off meeting, and an estimated eight core team meetings.

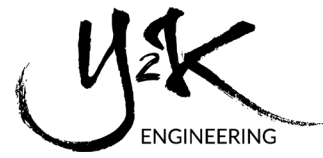
Assumed Level of Effort

- Project kickoff meeting: 1
- Project management coordination meetings: 2 per month (28)
 - Meeting cadence will be jointly evaluated by the City and Y2K throughout the project duration and reduced as appropriate
- Core project team meetings: 1 per month (14)
- Internal consultant coordination meetings: as needed, included
- 3-month quarterly project schedule: 4
- Monthly progress reports and invoices: 14

Task 1 Deliverables

- Monthly progress reports for FHWA reporting
- Monthly invoices per Chandler payment procedures
- Meeting agendas, summaries, and decision logs
- Quarterly Project Schedules

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Task 2: Engagement and Collaboration

Public and stakeholder engagement will be essential to the Chandler RSAP. Y2K will prepare a Public Engagement Plan (PEP) that outlines communications, messaging, timing, engagement tools, and documentation procedures. The PEP will define the three engagement phases, identify members of the Roadway Safety Task Force, and establish notification methods and deliverables for each activity. Y2K will partner with TYLin for support on the community touchpoints and roadway safety task force.

Engagement will focus on three groups: the community, the Roadway Safety Task Force, and the Transportation Commission and City Council.

Three Engagement Phases

Engagement will occur in three phases that align with SS4A expectations and integrate community input into the plan:

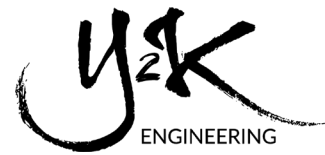
- Phase one will introduce the plan, its goals, and gather feedback on unsafe locations, behaviors, and roadway features.
- Phase two will present draft strategies and seek direction on priorities and implementation trade-offs.
- Phase three will share the draft RSAP and confirm that the recommendations reflect community values and priorities.

Per Engagement Phase

- **Work Plan:** Our team will manage all logistics for each phase of engagement. We will create a work plan for each phase that includes engagement goals, level of engagement (inform, consult, involve, collaborate, empower), any specific targeted outreach areas, workback schedule for all aspects of each phase including Task Force, roles and responsibilities, and logistics information.
- **Communications & Materials Development:** For each phase of engagement, communications and material content will be developed that reflects the uniqueness of each phase. This will include communication messaging, visuals and graphic direction, presentations, boards, graphics, etc.
- **Notification Plan:** Each phase will include a clear notification plan that uses City communication channels, that can include: social media, newsletters, flyers, posters, yard signs/outdoor signs, and emails. Messaging will use plain language, graphics, and Spanish translation as needed. Consultant work includes drop-off/placement and pick up of notification materials such as posters/flyers/yard signs.

The Prime will provide project content for the Chandler RSAP project website. Up to five (5) website updates will be provided: project kick off, phases 1, 2, and 3 of public engagement, and final plan/end of project. The project website will be hosted by the City. Translation of text posted on webpage will be provided through the website.

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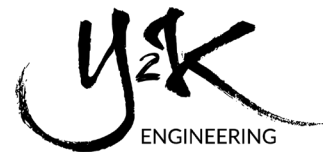


- **Online engagement** will center around Social Pinpoint, which supports interactive maps, surveys, prioritization exercises, multilingual options, and visually engaging content. Public facing materials and events will meet the City's accessibility guidelines to the greatest extent practical with the City providing available resources and support for written and oral translation and other accommodations typically provided for city events.
- **Community Touchpoints:** In person activities will include traditional meetings or Community Touchpoints at locations such as the Chandler Family Bike Ride, libraries, recreation centers, and community events to meet residents where they already are. The Prime will provide engagement materials that could include: boards, surveys, questionnaires, and/or info sheets) for three phases of community touchpoints. The Prime will provide attendance at up to four events for Phase 1, four events for Phase 2, and two for Phase 3 (10 total), with up to two staff per event for a period not lasting more than 4 hours. Pop up tents, tables, chairs, and booth décor (e.g. tablecloth) will be provided by the City or event organizer. Coordination of events and attendees, including vendor fees, will be the responsibility of the City. Costs for paid social media ads, mailed postcards, etc. will be the responsibility of the City outside of this project budget if determined to be included in public engagement in coordination with the City.
- **Task Force Meetings:** Up to four (4) Roadway Safety Task Force work sessions/meetings will be conducted and coordinated with each engagement phase. The Prime will develop all material, activities, agendas and notes, run of show, coordinate with any speakers, etc. Each work session is anticipated to be in person and up to 2 to 3 hours.
- **Transportation Commission:** The Prime will support material development for at least two (2) Transportation Commission meetings.
- **Council Briefing:** The Prime will support material development for at least one council work session/sub-committee meeting.
- **Public Engagement Expenses:** \$5,010 has been budgeted for Y2K direct expenses that will be used to support engagement efforts. Through the development of the public involvement plan, expenses will be identified that could include: materials (boards, printed materials, giveaways, activities, etc.) for community touchpoints, food for in-person meetings, etc. Additionally, TYLin has allocated additional budget for mileage and two virtual reality (VR) stations to support public engagement.

Task 2 Deliverables:

- Draft and Final Public Engagement Plan
- Three (3) phases of public engagement that includes:
 - Three (3) engagement work plans
 - Three (3) Communications & Materials Development
 - Up to five (5) website updates that include project kick-off, two (2) updates that coincide with the two phases of engagement, and an update for the final plan recommendations (Phase 3).

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- Three (3) notification efforts, which may include social media, newsletters, flyers, posters, yard signs/outdoor signs, and emails.
- Two (2) online engagement efforts
- Two (2) public involvement summaries. These will include the raw data from community engagement/feedback. The third phase of public engagement will be summarized directly into the draft RSAP report.
- Attendance by up to two staff at up to 10 total in-person events with a duration of not more than 4 hours each.

Task 3: Leadership Commitment and Goal Setting

Y2K will work with Chandler leadership to confirm a clear commitment to eliminate fatal and serious injury crashes and to define how that commitment will guide future decisions.

We will conduct a planning synthesis that reviews existing City transportation plans, design standards, operational practices, and enforcement approaches. These will be compared with Safe System guidance from FHWA, regional strategies from MAG, and safety practices from ADOT and peer communities. The planning synthesis will highlight where Chandler is already aligned with Safe System principles and where adjustments could further support systemic safety.

We will then facilitate a structured discussion with City leadership and the Roadway Safety Task Force to refine guiding principles, interim targets, and performance measures. These may include measures related to the rate of severe crashes, operating speeds on key corridors, improvements in high-risk locations, and progress on specific strategy areas. This work satisfies SS4A requirements for leadership commitment and sets the foundation for future monitoring and reporting.

Task 3 Deliverables:

- Excel model of up to three options for percentage reduction of roadway fatalities and serious injuries by a specific date. This model includes historical data of roadway fatalities and serious injuries by year and 5-year rolling average. A baseline year will be identified.
- Benchmark graphic illustrating historical fatality rate for the most recent and available 5 to 10 years of data for Chandler, Arizona, United States, and up to 3 benchmark cities in Maricopa County.
- Analysis of RSAP recommended projects and programs to estimate impact towards achieving the final goal selection.
- Presentation slide deck and in-person attendance at three (3) Transportation Commission meetings or work sessions in support of adopting the RSAP.
- Revised Presentation Slide Deck, as needed, and in-person attendance at one City Council study session or meeting.

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Task 4: Discovery Phase

Crash Profiles and Systemic Patterns

The Prime will perform an analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across Chandler's planning area. This analysis will include an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, people bicycling, people under 18, people over 65, etc.). Y2K will develop crash profiles that describe the predominant causes of severe crashes occurring in Chandler. These profiles will help focus strategies on the elements most associated with severe outcomes.

High Injury and High-Risk Networks

Based on our data-driven analysis, we will create a multi-layered geospatial High Injury Network (HIN) to identify hotspots for injury crashes in Chandler. Using geospatial data, the HIN will highlight areas with the highest frequency of serious injury and fatality crashes, weighted by an Equivalent Property Damage Only (EPDO) score. The assessment will include signalized and unsignalized intersections, arterial segments, and specific areas of interest. We will dynamically display the HIN using an online ArcGIS storymap or ArcGIS Experience Builder. Identifying these high-risk areas is important for making informed decisions about targeted safety improvements. Y2K will partner with EMS to support the development and delivery of GIS tools and analysis.

The Prime will collaborate with City staff to develop a methodology to develop a high-risk network (HRN). The methodology developed for this project will be based on best practices using a combination of roadway characteristics, operating speeds, geometry, multimodal activity, land use context, and demographic information, all layered in ArcGIS.

Because severe crashes are dispersed across the city, the HRN and its integration of predictive safety methods are especially important for identifying locations with elevated risk before severe crashes occur. We will use the region's MIST tool for intersections and SunCloud data portal for segments. MIST provides the expected number of crashes for each intersection type and reports excess crash values and a Level of Service of Safety (LOSS) ranking.

In addition to collision data, the HRN methodology uses the following contextual datasets:

- City of Chandler Centerline Feature Class (FC)
- USDOT ETC Disadvantaged Community data at the census tract level
- Roadway and contextual factors related to roadway segments, intersections, zoning, and locations of schools and parks from the City

Together, the High Injury Network (reactive analysis) and High-Risk Network (predictive systemic analysis) provide a comprehensive framework for identifying both locations with a history of severe crashes and locations with elevated risk before severe crashes occur.

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24 Hour Street Safety Analytics Studies

Y2K will partner with Street Simplified to conduct near miss analysis at 10 intersections. Street Simplified installs temporary cameras at high-risk locations and uses AI-based analytics to identify and classify risky behaviors before crashes occur. Conflict events are identified using surrogate safety measures such as Post Encroachment Time (PET) and Time to Collision. A 3 second PET is proposed. Each event is captured in short video clips ranging from 10 to 60 seconds and uploaded to a secure, web-based visualization platform.

Metrics provided include:

- Vehicle, bicycle, and pedestrian turning movement counts
- Pedestrian and bicyclist crosswalk counts
- Vehicle speed distributions, 50th and 85th percentile speeds
- Excessive speeding flags for vehicles traveling more than 10 mph over the posted speed
- Vehicle-vehicle, vehicle-pedestrian, and vehicle-bicycle near miss events
- Red light running and crosswalk encroachment
- Pedestrians crossing against conflicting signal phases

City staff will have secure access to the platform to review events, download raw CSV data, and view video clips. Data can also be delivered via external hard drive if desired.

Policy and Process Assessment

We will review Chandler's engineering standards, access management practices, school area procedures, traffic calming guidance, development review coordination, enforcement efforts, and safety education programs. This assessment will highlight opportunities to enhance alignment with Safe System principles such as consistent design speeds, simplified decision making, and creating more separation of travel modes.

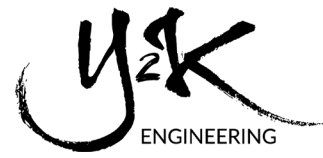
Equity Analysis

A transportation equity review will be conducted to assess the impact of current transportation systems on all users, particularly underserved and underrepresented communities. We will utilize tools such as the Arizona SunCloud or census areas of persistent poverty to identify disadvantaged areas and analyze related vulnerabilities. The findings will inform our public engagement activities in Task 2 and be integrated into the implementation of strategies.

Assumed Level of Effort

- Crash data compilation and validation: 1 dataset
- High Injury Network development: 1
- High-Risk Network development: 1
- Near-miss analysis locations: 10
- School Safety: integrated into HRN development
- Utilize existing meetings
- Policy and program document review: up to 20 documents

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Task 4 Deliverables:

- Safety Analysis Technical Memorandum
- Crash Dashboard
- High-Risk Network Methodology Memorandum
- HIN and HRN GIS online maps
- Vehicle, bicycle, and pedestrian turning movement counts for ten (10) study intersections.
- Ten (10) Safety Insight Reports delivered by Street Simplified as a web-viewable presentation and as a PowerPoint.
- Planning Synthesis Technical Memorandum
- Equity Technical Memorandum

Task 5: Strategies and Projects

Task 5 synthesizes the findings into strategies, project identification, and a prioritized set of improvements that reflect Safe System principles. Recommendations will focus on managing speeds, reducing exposure for people walking and bicycling, simplifying conflict points, and supporting safer behaviors. Infrastructure improvements will focus on spot locations—such as intersections, crossings, and short treatment segments—and systemic improvement locations where patterns or roadway characteristics suggest broader opportunities for low-cost safety enhancements. This approach supports near-term implementation opportunities.

Safe System Strategies

Strategies will be organized around the Safe System elements and tailored to Chandler’s context.

- **Safe Speeds:** refining design speed expectations and using tactical measures such as interim curb extensions or refuge islands to support safer operating speeds on priority corridors.
- **Safe People:** developing focused education campaigns on speeding, yielding, distraction, and visibility, complemented by coordinated outreach with schools and community partners.
- **Safe Roads:** identifying small-scale improvements that reduce conflict points or improve crossing comfort, such as protected left-turn phasing, enhanced crossings, interim refuge islands, and connected multimodal enhancements.
- **Safe Vehicles:** acknowledging Chandler’s leadership in autonomous vehicle operations through Waymo, identifying ways the RSAP can support safe integration of evolving vehicle technologies, and promoting transit as a safe and reliable travel option that reduces exposure and supports overall network safety.
- **Post-Crash Care:** coordinating with Chandler Regional Medical Center, Banner Desert Medical Center, Chandler Police Department, and Chandler Fire and Medical to understand trauma response patterns, support efficient incident management, and strengthen partnerships that improve post-crash outcomes.

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Education, Outreach, and Enforcement Campaigns

The RSAP will outline a coordinated set of non-infrastructure actions such as public safety campaigns, youth and school-based programming, and data-informed enforcement efforts focused on behaviors most strongly associated with severe crashes. The framework for non-infrastructure road safety strategies will focus on influencing human behavior, enforcing regulations, and improving post-crash outcomes rather than altering the physical roadway. These strategies are often structured around the *Safe System Approach*—specifically the "Safer People" and "Safer Speeds" elements—and are supported by the "5E's" framework: Engineering, Education, Enforcement, Evaluation, and Emergency Medical Services (EMS).

Project Development

We will utilize the HRN to identify the top 5% of high-risk areas as potential projects. High injury locations and near miss analysis locations may also be added. The team will develop a comprehensive project implementation matrix for Chandler's safety plan to categorize potential projects, applicable strategies, and recommendations. The implementation matrix will have information about time ranges for when projects and strategies will be deployed, and an explanation of the project prioritization criteria. Each project will be documented at a level sufficient to support future grant applications, capital programming discussions, and planning-level cost estimation. Y2K will partner with TYLin for enhanced multimodal integration and planning level cost-estimates.

Integration of Capital Program

Y2K will integrate City-provided data layers for pavement management schedules, water and sewer improvements, manhole locations, and capital project timelines into the same ArcGIS environment as the HIN and HRN. This crosscheck will help identify where safety improvements can align or be accelerated with upcoming City projects and where utility needs may limit near term construction.

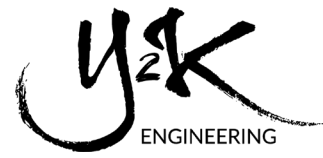
Deliverables:

- Project Implementation Matrix
- Safety Project Evaluation and Prioritization Criteria
- Non-Infrastructure Campaign Framework
- Capital Program Overlay Map and Table
- Project Development Technical Memorandum

Task 6: Transportation Safety Plan

The Final RSAP will bring together the analysis, engagement outcomes, strategies, prioritized projects, policy recommendations, and concept designs into a practical, well-organized document.

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The plan will include:

- A clear explanation of how Safe System principles apply to Chandler
- The High Injury and High-Risk Networks developed in ArcGIS
- Key findings from Street Simplified near miss analysis
- Recommended strategies and supporting rationale
- Policy and process updates that strengthen Safe System alignment
- The prioritized strategy and project list and priority concept designs
- An implementation plan with recommended time frames, responsible parties, and a monitoring approach consistent with SS4A requirements.
- Performance measures and monitoring procedures aligned with SS4A expectations

To support transparency and ongoing tracking, Y2K will help establish a Safety Assessment Portal using ArcGIS and Power BI so staff and the community can access maps, dashboards, and progress updates. The functionality, aesthetics, and length are anticipated to be similar to the following example from the RTA Local Planning 2022 Implementation Report:

<https://storymaps.arcgis.com/stories/dd710f1da0874533877eb7804b497b49>

The portal will promote data transparency and public accountability, allowing both City staff and the public to track safety conditions, priority locations, and implementation progress over time. Y2K will partner with EMS for the development of the ArcGIS Story Maps and the associated GIS analysis needs for the Safety Assessment Portal.

The completed RSAP will meet all eight SS4A Self-Certification requirements—including formal adoption—and will position Chandler for future grant applications, federal and regional funding opportunities, and a clear, actionable path to improving transportation safety citywide.

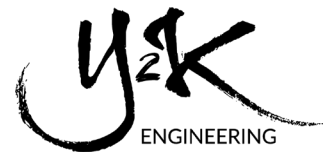
Key highlights of the finalized report will encompass:

- Clear and visually engaging content presentation using graphical elements and text
- A user-friendly format for easy comprehension
- Thorough exploration of broader implications across policies, programs, practices, strategies, infrastructure projects, funding recommendations, and other crucial aspects

Task 6 Deliverables:

- Performance Measures Framework
- Draft RSAP
- Draft Final RSAP with Appendices
- SS4A Eligibility Worksheet (preliminary)
- Final RSAP with Appendices (adopted)
- SS4A Eligibility Worksheet (final)
- Safety Assessment Portal

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Task 7: City Directed Allowance

To provide flexibility for emerging priorities identified during the planning process, the project budget includes \$70,000 (approximately 10 percent of the total budget) as a City-Directed Allowance. This allowance may be used to expand elements of the base scope of work or address needs that emerge during development of the Safety Action Plan.

Use of this allowance may be recommended by Y2K Engineering in coordination with City staff to support additional analyses, expanded deliverables, or other activities that enhance the project outcomes. Prior to beginning work on any task or charging towards the city's Owners Allowance, the consultant must receive written approval and authorization from the City's Project Manager.

Potential uses of this allowance may include, but are not limited to:

- **Additional Project Development Cards:** Preparation of project development cards for priority safety improvements, including conceptual diagrams, planning-level cost estimates, and implementation considerations.
- **Expanded Data Collection and Analysis:** Supplemental data collection or analysis to further evaluate safety trends, risk factors, or multimodal conditions.
- **Safety Assessment Portal Enhancements:** Expanded functionality, additional data integration, or troubleshooting related to the safety assessment portal or dashboard.
- **Supplemental Graphics or Materials:** Development of additional maps, visualizations, or technical memoranda to support decision-making and communication.
- **Grant Writing Assistance:** Support for preparation of safety-focused grant applications including needs assessment, strategy identification, application development, and coordination with City staff for submission.

Task 7 Deliverables:

- To be determined.

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT B – FEE ESTIMATE

Table 2 – Summary of Project Tasks and Fee

Tasks	Task Description	Fee
Task 1	Project Management and Stakeholder Engagement	\$84,185
Task 2	Engagement and Collaboration	\$88,770
Task 3	Leadership Commitment and Goal Setting	\$23,580
Task 4	Discovery Phase	\$120,320
Task 5	Strategies and Projects	\$65,995
Task 6	Transportation Safety Plan	\$97,150
Task 7	City Directed Allowance	\$70,000
	Y2K Labor Subtotal	\$550,000
	Direct Expenses	\$150,000
	Grand Total	\$700,000

FIRM:	Y2K Engineering, LLC.	
PROJECT:	City of Chandler SS4A Roadway Safety Action Plan (RSAP)	3/23/2026
PROJECT NO:		

ESTIMATED STAFF HOURS									
TASK	Principal	Project Manager / Engineer III	Engineer IV	Planner IV	Planner III	Designer III	Designer I	Graphic Designer	TOTAL FEES
	Yung Koprowski	Denise Baker, Rae Stephani, Melissa Gende	Chris Williams, Sagar Onta, Trevor Root	Eileen Yazzie	Jeremy Labenski	Kurt Larson, Sam Cole, Alan Berry	Madysen Kambich, Charlie Lederer	Petrina Lundy	
	\$265.00	\$210.00	\$225.00	\$210.00	\$180.00	\$165.00	\$135.00	\$120.00	
Task 1 - Project Management									\$84,185.00
1.1 Detailed Schedules (4), Invoices, Progress Reports	22	0	0	14	84	0	0	0	\$23,890.00
1.2 PMT Progress Meetings (Virtual) (28)	28	0	0	14	56	0	0	0	\$20,440.00
1.3 KO & Core Project Team Meetings (50% virtual) (17)	51	16	0	24	85	16	0	0	\$39,855.00
Task 2 - Engagement and Collaboration									\$88,770.00
2.1 PEP, Branding, Phase 1 Public Engagement (5 events)	6	8	0	138	0	50	0	16	\$42,420.00
2.2 Phase 2 Public Engagement (5 events)	6	8	0	90	0	40	0	16	\$30,690.00
2.3 Phase 3 Public Engagement	6	8	0	46	0	10	0	9	\$15,660.00
Task 3 - Leadership Commitment and Goal Setting									\$23,580.00
3.1 Goal Setting Model	12	24	0	0	0	0	0	0	\$8,220.00
3.2 Project Effectiveness Analysis	12	24	0	0	0	24	0	0	\$12,180.00
3.3 Transportation Commission & City Council Presentations	12	0	0	0	0	0	0	0	\$3,180.00
Task 4 - Discovery Phase									\$120,320.00
4.1 Crash Profiles and Systemic Patterns	8	32	0	0	24	30	60	0	\$26,210.00
4.2 High Injury and High-Risk Networks	12	64	0	0	48	108	60	0	\$51,180.00
4.3 24 Hour Street Safety Analytics Studies	20	60	0	0	8	32	0	0	\$24,620.00
4.4 Policy and Process Assessment	8	0	0	8	40	0	0	0	\$11,000.00
4.5 Equity Analysis	2	8	0	2	8	0	24	0	\$7,310.00
Task 5 - Strategies and Projects									\$65,995.00
5.1 Project Implementation Matrix	12	32	13	0	8	80	30	0	\$31,515.00
5.2 Safety Project Evaluation Criteria	4	8	0	5	7	0	0	0	\$5,050.00
5.3 Non-Infrastructure Campaign Framework	12	0	0	12	20	20	0	0	\$12,600.00
5.4 Integration of Capital Program	2	8	16	0	0	0	20	0	\$8,510.00
5.5 Project Development Memo	4	8	0	4	8	20	0	0	\$8,320.00
Task 6 - Transportation Safety Plan									\$97,150.00
6.1 Plan Framework and Draft RSAP	30	24	0	36	140	24	0	30	\$53,310.00
6.2 Performance Measures Framework	4	8	0	4	10	0	0	0	\$5,380.00
6.3 Safety Assessment Portal	6	32	0	34	8	0	60	16	\$26,910.00
6.4 Draft Final TSP and SS4A Eligibility Worksheet	6	6	0	8	24	12	0	6	\$11,550.00
Task 7 - City Directed Allowance									\$70,000.00
7.1 City Directed Allowance	61	60	12	32	26	99	80	0	\$70,000.00
TOTAL HOURS	346	438	41	471	604	565	334	93	2892
TOTAL FEES	\$91,690.00	\$91,980.00	\$9,225.00	\$98,910.00	\$108,720.00	\$93,225.00	\$45,090.00	\$11,160.00	\$550,000.00

Y2K Services \$550,000.00

TyLIN (Tasks 2 & 5)	\$50,000.00
Street Simplified (Task 4.3 - 10 camera sites, \$7,000 per site)	\$70,000.00
Engineering Mapping Solutions (ArcGIS Specialists, Tasks 4 & 6)	\$24,990.00
Direct Expenses (Public Involvement)	\$5,010.00

Subconsultants & Direct Expenses \$150,000.00

Total Not-To-Exceed Fee \$700,000.00

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.



March 23, 2026

Yung Koprowski
Principal
Y2K Engineering, LLC.
ykoprowski@y2keng.com

**Subject: Proposal for Professional Services
Roadway Safety Action Plan
City of Chandler Project No. TP2501.101**

Dear Mrs. Koprowski:

TY Lin International is pleased to present our proposal to provide supporting services to Y2K Engineering for the Roadway Safety Action Plan within the City of Chandler. This proposal includes the framework for our scope of work as directed via email on March 18, 2026.

For convenience, we have prepared the attached Scope of Services (Exhibit "A") and Professional Fees (Exhibit "B") that describes the various tasks and associated fees to complete the work.

We look forward to the opportunity to work with Y2K Engineering and the City on this exciting project and should you have any questions regarding the attached Proposal, please feel free to contact me at (480) 333-4152 or at christopher.milner@tylin.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Milner'.

Chris Milner, P.E., PTOE, RSP 1
Senior Project Manager

A handwritten signature in blue ink, appearing to read 'James Barr'.

James Barr, PE
Principal in Charge

Attachments: (Exhibit "A" – Scope of Services)
(Exhibit "B" – Professional Fees)

EXHIBIT "A"

SCOPE OF SERVICES

ROADWAY SAFETY ACTION PLAN TP2501.101

Project Description

The City of Chandler selected Y2K Engineering as prime consultant for their Roadway Safety Action Plan project. TYLin will provide services to Y2K Engineering and the City related to project management and stakeholder engagement, engagement and collaboration, and strategies and projects as detailed below.

Project Tasks

1. PROJECT MANAGEMENT AND STAKEHOLDER ENGAGEMENT

A. Task 1.1 Project Kickoff Meeting

- i. TYLin will have three (3) staff members attend the project kickoff meeting. The kickoff meeting is assumed to be held at the City of Chandler public works building.

B. Task 1.2 Core Project Team Meetings

- i. TYLin will have two (2) staff members attend core project team meetings to be held monthly during the project duration, assumed to be 15 months, resulting in 14 core project team meetings total. Core project team meetings are assumed to be conducted via a virtual meeting platform.

C. Task 1.3 Internal Consultant Coordination Meetings

- i. TYLin will have a maximum of two (2) staff members attend internal consultant coordination meetings to be held on an as needed basis. For budgetary purposes, TYLin assumes a maximum of 14 internal consultant coordination meetings. Internal consultant coordination meetings are assumed to be conducted via a virtual meeting platform.

D. Task 1.4 Monthly Invoices

- i. TYLin will submit monthly invoices throughout the duration of the project, assumed to be 15 months.

2. ENGAGEMENT AND COLLABORATION

Y2K Engineering engagement and collaboration task will focus on the community, the Roadway Safety Task Force, and the Transportation Commission and City Council. Engagement will occur in three phases that align with SS4A expectations and integrate community input into the plan as follows:

- Phase one will introduce the plan, its goals, and gather feedback on unsafe locations, behaviors, and roadway features.
- Phase two will present draft strategies and seek direction on priorities and implementation trade-offs.
- Phase three will share the draft RSAP and confirm that the recommendations reflect community values and priorities. TYLin is not anticipated to be involved in task 3.

A. Task 2.1 Community Touchpoints Support

- i. TYLin will support in-person Community Touchpoints by providing one (1) staff member per event (up to 10 total events across all phases). For budgetary purposes, TYLin has estimated 8 events between Phase 1 and Phase 2 up to 4 hours each and 2 more events such as city staff or Transportation Commission meeting up to 2 hours each.
- ii. At these events, TYLin will organize and host an interactive activity using virtual reality (VR) goggles to educate participants and provide an immersive non-motorized transportation experience. Each event shall have at least two VR goggles. This activity is intended to enhance public understanding of walking and bicycling safety and design concepts. TYLin staff will coordinate with Y2K Engineering to integrate the VR experience into the overall engagement setup and messaging. TYLin will prepare a survey to accompany the VR events and produce a summary deliverable for the engagement report documenting findings.

B. Task 2.2 Roadway Safety Task Force Participation

- i. TYLin will participate in up to two (2) of the four (4) Roadway Safety Task Force meetings. Participation will include attending meetings, contributing technical insight as appropriate, and supporting discussions related to multimodal safety and user experience. For budgetary purposes, TYLin assumes one staff member will attend the task force meetings.

5. STRATEGIES AND PROJECTS

a. Task 5.1 Enhanced Multimodal Integration

- i. TYLin will conduct a structured review of the project implementation matrix and identified projects to assess how effectively they address pedestrian, bicycle, and micromobility safety. This effort will include identifying gaps and opportunities to incorporate additional countermeasures such as crossing enhancements, separation strategies, speed management, and visibility improvements. TYLin will also support refinement of project descriptions to strengthen alignment with Safe System principles and improve competitiveness for future grant funding.

b. Task 5.2 Planning-Level Cost Estimating

- i. TYLin will develop a reference table of unit costs based on the strategies and actions identified for the City of Chandler, calibrated to local and regional conditions. [I am attaching an example] Using this table, TYLin will prepare high-level planning cost estimates for up to twenty-five (25) infrastructure projects. Estimates will be developed using a "stacked elements" approach (e.g., sidewalks, crossings, striping, traffic calming features), without preparation of plan sheets or preliminary design. TYLin will document key assumptions and provide cost ranges appropriate for planning, capital programming, and grant application purposes.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

1. Project development, preliminary design, and detailed cost estimating is excluded from this scope of services.
2. Utility mapping and/or coordination with Capital Improvement Program and/or High Risk Network is excluded from this scope of services.
3. TYLin will acquire headset, straps/batteries, and biking equipment as needed to provide 2 VR experience stations.



EXHIBIT "B"

**SCOPE OF SERVICES
FEE SCHEDULE**

Task	Description	Cost
1 PROJECT MANAGEMENT AND STAKEHOLDER ENGAGEMENT		
1.1	Project Kickoff Meeting	\$ 1,200.00
1.2	Core Project Team Meetings	\$ 5,300.00
1.3	Internal Consultant Coordination Meetings	\$ 5,300.00
1.4	Monthly Invoices	\$ 2,900.00
SUBTOTAL TASK 1:		\$ 14,700.00
2 ENGAGEMENT AND COLLABORATION		
2.1	Community Touchpoints Support	\$ 7,700.00
2.2	Roadway Safety Task Force Participation	\$ 7,200.00
SUBTOTAL TASK 2:		\$ 14,900.00
5 STRATEGIES AND PROJECTS		
5.1	Enhanced Multimodal Integration	\$ 9,600.00
5.2	Planning-Level Cost Estimating	\$ 9,300.00
SUBTOTAL TASK 3:		\$ 18,900.00
ALLOWANCES		
Direct Expense Allowance (Mileage and 2 VR stations)		\$ 1,500.00
SUBTOTAL ALLOWANCES:		\$ 1,500.00
PROJECT TOTAL:		\$ 50,000.00



Attn:

Yung Koprowski

Principal, Y2K Engineering

2/26/2026

RE: Proposed Street Safety Study

Dear Yung,

Street Simplified is pleased to provide the following proposal for professional services as discussed. Reports, study length, and other factors can be tailored to your needs per the attached pricing sheet. Please keep this information confidential. If you have any questions, feel free to reach out.

Best Regards,
Benjamin Griffard

Street Simplified LLC
2020 Centerline Ln, Georgetown, TX 78628
(314) 471-3511 | ben@streetsimplified.com



Attachment 1: Study Proposal

Item	Number of Studies	Price per study	Total
24 Hour Street Safety Analytics Study	10	\$7,000	\$70,000

An invoice for 50% of the proposal value will be sent upon completion of successful data collection. An invoice for the remaining 50% of the proposal value will be sent upon delivery of Street Safety Reports to the client via email.

Pricing & Validity: Quoted prices are valid through February 28th, 2026, unless extended by written agreement.

Taxes: State/local taxes are not included in the quote and will be applied upon invoicing.

Locations & Duration: Clients determine study locations and durations. If not set at proposal time, a formal review is required before scheduling, which may require a cost modification.

Attachment 2: Summary of Collection Locations - 24 hour data collection

Count	Address of Study Location	Study Duration	Install Notes
10	TBD	24 Hours	TBD

Street Simplified will collect data and provide analytics at the location(s) listed above.

Clients may substitute locations with Street Simplified approval.

Attachment 3: Deliverables

Data collection

- Data collection of raw video footage
- The duration of data collection is outlined in Attachment 2

Processing & Analytics

- **Analytics Metrics:**

- Turning Movement Counts
- Speed Analytics
- Crosswalk Counts - Peds / Cyclists
- Cyclist Turning Movement Counts
- Near-Miss Analysis (Post Encroachment Time)
- Excessive Speeding Analysis (20 MPH+ speed limit)
- Crossing Off Crosswalks
- Red Light Running
- Crossing on Conflicting Green
- **Platform Access**
 - Online dashboard with secure login.
 - CSV/video exports included.
 - Unlimited access – no subscriptions or annual fees.

Safety Report

- Road Safety Audit style report outlining:
 - Identifies priority safety risks
 - Proposes potential safety treatments
 - Reviews all analytics metrics generated
 - Reviews crash data if provided by the agency
 - Reviews roadway geometry
 - Includes interactive video content
 - Delivered as a web-viewable presentation and as a powerpoint.
-

Coverage & Data Quality Clarification

- **Signal/Light State Coverage:** Available only at signalized intersections; may be limited or unavailable at some approaches/times. Street Simplified currently does not support the extraction of pedestrian Walk/Don't Walk indications.
- **Data Quality Limitations:** Analytics may be affected by night conditions, adverse weather, or suboptimal mounting. Some metrics may not be available at certain locations or at certain times of day.



- **Field Conditions:** Data collection will proceed during the time period originally approved by the client. Construction/atypical conditions present during the study may affect results.
 - **Visualization platform:** Some metrics are not supported on our visualization platform and will be delivered as images, videos, or an Excel file.
 - Metrics not listed in Attachment 3 specifically are not within our proposal scope, and Street Simplified is under no obligation to deliver out-of-scope items requested by clients.
-

Attachment 4: Schedule of Services & Delivery

- **Order to Proceed → Data Collection:** Typically within 2 weeks, depending on installer availability and project demands. Projects are prioritized based on the order in which OTPs are received.
- **Platform Delivery:** Analytics results are generally available within 4 weeks of data collection. It is possible for analytics delivery to take longer, especially for large projects, projects with custom feature requests, and projects with complex geometry.
- **Safety Report:** Safety reports are generally available within 2 weeks of the data being available on the platform.
 - A complementary walk-through of the reports is available to every client but is not a scope deliverable. Walkthroughs are generally held via Zoom/Teams.
 - Report Walkthroughs are typically scheduled 2-4 weeks after the data is available on the platform
 - Safety report will be provided via a live-link as well as a downloadable Power Point

*City of Chandler | Y2K Engineering, LLC.
Proposal for City of Chandler Roadway Safety Action Plan
03/18/2026*

Engineering Mapping Solutions, Inc. Proposal for Professional Services

Engineering Mapping Solutions, Inc (EMS) appreciates the opportunity to provide this proposal for Professional Services in support of the City of Chandler Roadway Safety Action Plan.

Firm Contact Information

Phil Ponce, P.E., V.P.
1355 E. Northern Ave, Suite 1
Phoenix, AZ 85020

Office: 602-870-7811 x 14
Cell: 602-402-9878

Firm Information

Founded in 1999, EMS is the premier GIS Firm in the State of Arizona servicing cities across the country including the City of Phoenix. EMS provides a full range of GIS Consulting Services the supplement client resources.

Company principals are registered Civil Engineers and have worked with various departments at the City of Phoenix since 2000. EMS has intimate knowledge of the City's GIS infrastructure and unique requirements having successfully worked with several departments including projects related to the Street Transportation Department, Police Department, Storm Drain Mapping and Plans, Water Mapping, Real Estate, and Parcel Mapping Support.

Scope of Services

Engineering Mapping Solutions, Inc. (EMS) will provide GIS technical support to Y2K Engineering on a task-by-task, time-and-materials basis. EMS will not lead task delivery but will serve as the GIS specialist resource, supporting Y2K staff with data preparation, spatial analysis, and map production. The following describes examples of how EMS may contribute to each task.

Task 4: Discovery Phase – High Injury and High-Risk Networks

EMS will prepare and maintain the geospatial framework that supports development of both the High Injury Network (HIN) and High-Risk Network (HRN). Examples of GIS support include:

- Refining the City of Chandler street centerline feature class to ensure crashes are accurately assigned to the network, including resolving conflation issues, segment gaps, or attribute inconsistencies
- Assigning crash records to the network and attributing each record with relevant roadway characteristics such as functional classification, number of lanes, speed limit, presence of bicycle facilities, proximity to crosswalks, surrounding land use, and distance to the nearest intersection

City of Chandler | Y2K Engineering, LLC.
Proposal for City of Chandler Roadway Safety Action Plan
03/18/2026

- Building the HRN segment layer by identifying which risk factors are present on each segment, calculating the count of factors per segment, and applying threshold criteria developed by Y2K and the City to delineate the final network
- Supporting intersection-level analysis as a complement to the segment-based HRN, where applicable
- Producing ArcGIS map packages and exportable layers so that maps can be reproduced and updated throughout the project

EMS will also support development of an interactive public-facing display of the HIN and HRN. Examples may include an ArcGIS StoryMap or ArcGIS Experience Builder application that allows City staff and the community to explore crash patterns, network results, and key findings.

Task 6: Transportation Safety Plan – Safety Assessment Portal

To support transparency and ongoing tracking, Y2K will help establish a Safety Assessment Portal using ArcGIS and Power BI so staff and the community can access maps, dashboards, and progress updates. The functionality, aesthetics, and length are anticipated to be similar to the following example from the RTA Local Planning 2022 Implementation Report:

<https://storymaps.arcgis.com/stories/dd710f1da0874533877eb7804b497b49>

The portal will promote data transparency and public accountability, allowing both City staff and the public to track safety conditions, priority locations, and implementation progress over time.

EMS will support development of the Safety Assessment Portal using ArcGIS and Power BI. Examples of support include integration of spatial datasets, dashboard configuration, and troubleshooting to ensure the portal functions as intended for both staff and public users.

Key Personnel Information

Phil Ponce and Marty Shaeffer will be the EMS resources allocated to this project. Phil is the Owner and Vice President of Engineering Mapping Solutions, Inc., whose responsibilities include marketing, project management, and quality control adviser for all projects. Phil has expertise in infrastructure management and C#.NET programming targeted for the dissemination of engineering information and GIS mapping.

Other proposed team members from EMS include Su Ling Heydrich, and Jason Scovil.

City of Chandler | Y2K Engineering, LLC.
Proposal for City of Chandler Roadway Safety Action Plan
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Fee Table / Staff Rates

Tasks will be further identified by Y2K; the anticipated labor will be agreed upon prior to commencing. Depending upon the task, various resources will be employed at the following direct labor rates:

Phil Ponce	VP/Technical PM	\$180.00
Marty Shaeffer	President/Technical Lead	\$180.00
Su Ling Heydrich	Lead Cartographer	\$120.00
Jason Scovill	Senior Programmer	\$150.00

Example of hour allocation is shown below.

EXHIBIT "F"
FEDERAL REQUIREMENTS

FEDERAL SECTION

REQUIREMENTS, FORMS, PROVISIONS

PROFESSIONAL SERVICES

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

FEDERAL DOCUMENTS

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**TABLE OF CONTENTS
FEDERAL DOCUMENTS, FORMS, AND PROVISIONS
PROFESSIONAL SERVICES RFQ AND CONTRACT**

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- 2.0 VERIFICATION STATEMENT**
- 3.0 BIDDERS LIST**
- 4.0 SUBCONSULTANT REQUIREMENTS**
- 5.0 PAY APPLICATION REQUIREMENTS**
- 6.0 SECTION 6: FEDERAL PROVISIONS**
 - 6.1 Access to Records and Reports / Records Retention**
 - 6.2 Civil Rights**
 - 6.4 Debarment and Suspension**
 - 6.5 Federal Immigration and Nationality Act**
 - 6.6 Lobbying and Influencing Federal Employees**
 - 6.7 Prompt Pay**
 - 6.8 Tax Delinquency and Felony Convictions**

1.0

FEDERAL REQUIREMENTS SUMMARY GUIDE

**PROFESSIONAL SERVICES FEDERAL REQUIREMENTS SUMMARY/GUIDE
(FHWA Grant)**

1. UTracs Registration
 - a. All Consultants and Subconsultants working on a federal funded project must be registered on the UTracs.azdot.gov website / database which includes a 5-digit registration number. This will be verified. This is a requirement by US Department of Transportation. *On this website is where the “Bidders/Proposers List” task/process is located.
2. Federal Contract SAM Requirements (for Consultants, Subconsultants, Contractors, Subcontractors)
 - a. Cannot work on a federal funded contract if company has unresolved federal tax liens.
 - b. Cannot work on a federal funded contract if been debarred from a federal contract in the last three years.
 - c. Must use E-Verify for employment
 - d. Must have and maintain current ROC license ** if business type requires ROC license in Arizona.
3. Buy America AND Build America-Buy America
 - a. Requirements apply to all federal grant projects and contracts. Please take this requirement into consideration whether this contract is research & study, planning, design, construction, management of the project.
4. Prompt Pay / Payment Reporting in DOORs
 - a. Subconsultants must be paid within seven (7) days of receiving payment from the City. Subconsultants who have a lower tier subconsultant must pay lower tier within seven (7) days of receiving payment from the Prime.
 - b. All Consultants and Subconsultants for this contract must be registered in the ADOT DOORs System and have a current up to date profile. This includes “Users” and Users’ contact information. This system sends out auto notifications. Missing a notification can cause undue discrepancy issues, and/or penalties.
 - c. Monthly reporting of payment made/received is a requirement by Consultant and all Subconsultants.
 - d. Payment Reporting: Each month, the city reports the previous month’s payment made to the Prime. The Prime is then required to report all payments to subconsultants no later than the 10th each month. The Subconsultants will be required to then go in a verify what was reported. Discrepancies will need to be resolved in the same month.
 - e. The City will assess penalties for non-reporting and non-payments to subconsultants.
5. Subconsultants
 - a. Must be approved by the City PRIOR to any work by Subconsultant be conducted and paid for.
 - b. City will provide required forms and subcontract federal documents to be included.
6. Documentation Requirements
 - a. All documents, emails, reports, invoices, back up documents to pay applications MUST have the Project Name and Project Numbers.
7. Pay Applications / Invoicing / Billing
 - a. Pay Applications must be submitted by calendar month for all work for the previous month.
 - b. Prime Consultant agrees to submit Pay Applications by the 10th day of each month unless otherwise specified during the course of the contract/project.
 - c. No Prime Consultant work or Subconsultant work can be paid for that has a work performed date prior to the Prime Contract NTP date and no Subconsultant work can be paid for that has occurred prior to the Subconsultant being approved by the City.
 - d. Prime will include Subconsultants’ invoice and the expenses itemized on that invoice for the same work period as the Prime’s pay application. This is an FHWA requirement. If for some reason, a situation arises where this cannot occur, notify the City. Additionally, a written explanation will be required on that invoice/back up item when submitted with a pay application. FHWA has stated they do not want this to be an ongoing occurrence.
 - e. Pay Application will include the City provided Subconsultant Payment Summary Form with each pay application. This will be used to ensure backup subconsultant documents match, and the following month payment reporting is correct including prompt pay requirements.
8. Documents/Files Retention Requirements for this Project-Contract
 - a. Federal required retention is to maintain contract documentation for five (5) years from contract completion.

2.0

VERIFICATION STATEMENT



**VERIFICATION STATEMENT
FEDERAL FUNDED CONTRACTS
Professional Services and Construction**

**NO FEDERAL TAX LIENS, NO DEBARMENTS,
USE OF E-VERIFY FOR EMPLOYMENT HIRING,
AZUTRACS REGISTRATION/STATUS,
ROC LICENSE, FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN),
BUY AMERICA / BUILD AMERICA-BUY AMERICA COMPLIANCE,
FORCED LABOR OF ETHNIC UYGHURS BAN**

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 AZUTracs Registration (<https://utracs.azdot.gov>)
- e) ROC License: To work on a federal funded project, all contractors, subcontractors, consultants, subconsultants must have an ROC license (exception if business type does not require ROC license in Arizona). For bidding process, For Construction, Low Bidder will have 60 days from Bid Opening Day to obtain the required State ROC license. If your business type does not require an ROC License, please write in the box below, "not applicable". If applying for, write in "Pending" or "In Process".
- f) EIN: Must have an Employer Identification Number (EIN) if you are the Prime. For Subcontractors and Subconsultants - you are required only If required by Law / Federal Requirements.
- g) This company agrees to comply with this project's federal requirements for Buy America and Build America-Buy America (BABA).
- h) Forced Labor of Ethnic Uyghurs Ban: This company does not use and agrees not to use during the term of the contract, any Forced Labor of Ethnic Uyghurs in the People's Republic of China; any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and will ensure that all Consultants, Subconsultants, and Suppliers comply with this.

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

Company Name:	Y2K Engineering, LLC.
Company AZUTracs No:	15921
Company ROC No: (if applicable)	N/A ; AZ Board of Technical Registration Firm No. 20203-0
EIN:	81-4986688
Name of Person Signing:	Yung Koprowski
Title of Person Signing:	Principal / CEO
Signature:	
Date of Signature:	04/01/2026

3.0

BIDDERS PROPOSERS LIST

BIDDERS/PROPOSERS LIST

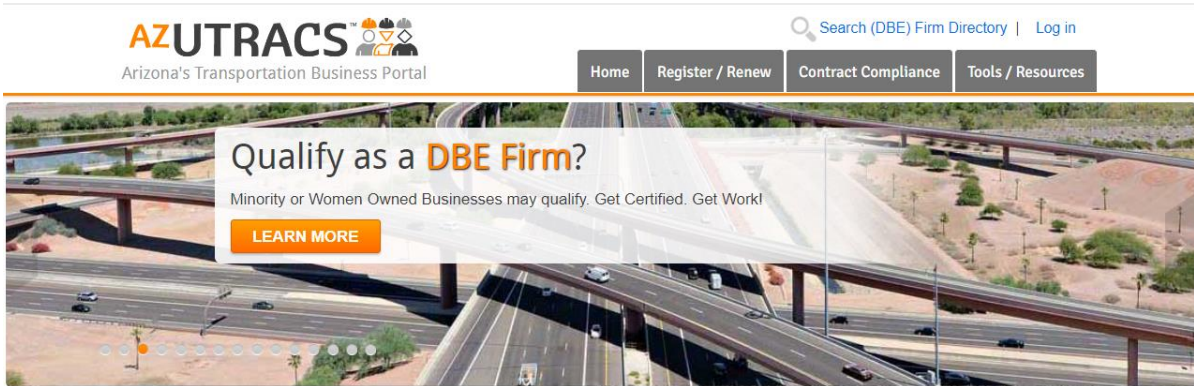
FEDERAL DOCUMENT REQUIRED: [Email Verification Print Out](#)

Email Verification Print Out Received from Utracs/AzDOT.gov confirms your electronic submittal Of Bidders/Proposers List. The email confirmation should be a submitted document. Do not forward the email.

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

WHERE TO CALL FOR QUESTIONS:

Call us: 602.712.8000 | Email: AZUTRACS-Support@azdot.gov

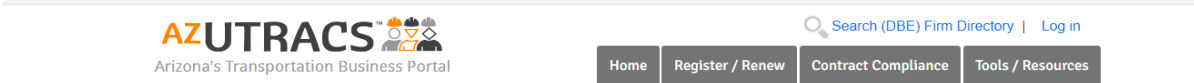


AZ UTRACS makes it easy to find qualified firms to bid on our projects all over Arizona—especially where we need certified DBE contractors to meet our federal requirements.

– ADOT's Prime Contractors and Consultants

Quick Links

- ✓ [Log in to the ADOT DBE and OJT Online Reporting System \(DOORS\), formerly known as the ADOT DBE System](#)
- ✓ [Log in to ADOT LPA DBE System](#)
- ✓ [Log in to AZ UTRACS registration](#)
- ✓ [Log in to Online Bidders/Proposers List](#)
- ✓ [Log in to ADOT DBE Certification System](#)
- ✓ [Log in to PHX DBE Certification System](#)
- ✓ [Log in to Tucson DBE Certification System](#)
- ✓ [Log in to the ADOT Certified Payroll System](#)
- ✓ [Log in to AZ Procurement Portal\(APP\)](#)



Bidders/Proposers List

[Start or Manage a Bidders/Proposers List](#)

In compliance with 49 CFR Part 26.11, ADOT requires contractors and consultants submitting a bid, proposal, or statement of qualifications to work on a federally funded transportation project, to provide ADOT with a list of every firm who expressed interest in or submitted a bid or proposal to work on the project. Each project's advertisement or solicitation will provide the specifics for meeting this requirement. Any firm being awarded work as a prime or sub, MUST be AZ UTRACS registered.

The AZ UTRACS system has an online Bidders/Proposers List application to assist firms in quickly and efficiently providing this information. Contractors and Consultants should encourage any firm who contacts them about a project to register in the AZ UTRACS Registration System. The Bidders/Proposers List application allows any AZ UTRACS registered firm to be added with just one click. Firms will have to manually enter information for any firm not AZ UTRACS registered.

A Bidders/Proposers List may be submitted by any employee in a firm, as long as the firm has an Active AZ UTRACS Registration.* See right-column box for more information.

Once access has been provided, a user can log into the AZ UTRACS system, quickly create a new Bidder's/Proposer's List, and submit it. The list can also be saved and submitted at a later time, so a user can add to it over time as they work with various firms. The system also boasts the ability to copy from an existing project list, to help save time when firms work with the same group of firms for a different project.

Once a list is submitted, the creator of the list will receive email verification and should follow any additional instructions in the specific advertisement /solicitation to ensure the requirement to submit a Bidders/Proposers list requirement is met. For help with this process, contact the Business Engagement and Compliance Office by email at AZUTRACS-Support@azdot.gov or call 602.712.8000.

AZ UTRACS - Login

Email

Password

[LOGIN](#) Go to our [Log In](#) page to create a new login and password

* Access to Bidders List

The AZ UTRACS Registration process requires a firm to establish a Primary and Secondary contact. These two individuals may provide access for other firm employees, as needed. Your [Firm profile](#) will show the Primary and Secondary contacts. Note: If you are the primary or secondary contact, you may [grant access](#) to other firm employees any time, as needed.

- ✓ [Search for Firm's profile](#)
- ✓ [Start a Bidders List](#)

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

Yung Koprowski

From: ADOT Business Engagement and Compliance Office <AZUTRACS-Support@azdot.gov>
Sent: Thursday, April 2, 2026 8:02 AM
To: Y2K Engineering, LLC
Cc: contractorcompliance@azdot.gov
Subject: Bidders List for Y2K Engineering, LLC.

Y2K Engineering, LLC., AZUTRACS Number: [15921](#) has submitted a Bidder/Proposer list for **TP2501-101** on 04/02/2026 at 8:01 AM MST (UTC - 07:00).

Bidders/Proposers for this firm include:

Firm Name	Address	Age of Firm	Annual Gross Receipts	DBE Status	NAICS Codes
Engineering Mapping Solutions	20820 N 25th Place Phoenix, AZ 85050	10+ years	\$500,000 to \$1 million	Non-DBE	541370
T.Y. Lin International	1475 N. Scottsdale Road Scottsdale, AZ 85257	10+ years	More than \$100 million	Non-DBE	541330

Unregistered Bidders:

Firm Name	Email Address	Phone Number	Address	Age of Firm	Annual Gross Receipts	DBE Status	NAICS Codes
Street Simplified LLC	ben@streetsimplified.com	971-255-2614	2020 Centerline Lane Georgetown, TX 78628	8-10 Years	\$1 million to \$2 million	DBE	488490

4.0

SUBCONSULTANT REQUIREMENTS

SUBCONSULTANT FEDERAL REQUIREMENTS

1. All subconsultants must be approved by the City to work on this federal funded contract.
2. No billable work related to this project can be conducted prior to the Prime Consultant's NTP and before Subconsultant is approved by the City of Chandler.
3. Buy America / Build America-Buy America (BABA) requirements apply to this contract/project.
4. If federal compliance discrepancies re-occur without correction, Subconsultant and Prime will be required to meet with the City to review federal requirements. If federal compliance discrepancies continue, subconsultant subcontract may be terminated..
5. Subconsultant MUST have a current, non-expired AZ UTracs Registration/5 Digit Number. (<https://utracs.azdot.gov>)
6. Must be registered with ADOT DOORs Payment Reporting System.
 - a. Subconsultant agrees to monthly payment reporting in the ADOT DOORs Payment Reporting System.
 - b. This reporting is due by the Prime by the 10th and the Subconsultants by the 30th of each month.
 - c. As long as subcontract is open and work is not complete, this reporting also includes you report/verify for \$0 payments.
 - d. Consultant/Subconsultant WILL NOT upload any documents into this system for this project.
 - e. Pay Applications: Federal funded contracts require invoices for work **by calendar month** for all work occurred in that given calendar month. This includes subconsultants' invoices to be attached and for the same work period. If an expense has been missed and needs to be added to the following month, FHWA requires that an explanation be added to that document explaining why it was not included in the previous month related to the payment and work period. (FHWA does not allow this on an on-going basis, please keep to minimum cases).
7. Prompt Pay Provisions – Payments by Prime to Subconsultants, and Subconsultant to Lower Tiers must be made within 7 days from the actual date that payment was received.
 - a. The Date the City pays the Prime – Prime has 7 days to process payment to Subconsultant.
 - b. The Date Subconsultant receives that payment from Prime, Subconsultant must pay lower tier within 7 days.
 - c. Consultant understands that penalties/sanctions can occur for non-compliance.
8. Consultant cannot have debarments from working on a federal funded contract. (FHWA & 23 CFR 630.112(4) and 2 CFR 180)
9. Consultant cannot have unresolved federal tax liens. (FHWA & 23 CFR 630.112(4) and 2 CFR 180)
10. Consultant must use E-Verify for employment processes. This is an FHWA requirement to work on a federal funded contract.
11. If Consultant's work in Arizona requires an ROC license, the company must have an ROC license to work on a federal funded contract.
12. Forced Labor of Ethnic Uyghurs Ban: The requirements are detailed on the "Verification Statement".

To work on a federal funded contract requirements are as follows:

Pursuant to A.R.S. 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, or use any consultants, subconsultants, 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.

13. Subconsultant Documents (provided by the City)
 - SARF (Subconsultant Approval Request Form)
 - Verification Statement Form
 - Federal Requirements Acknowledgement Form
 - Subcontract (with federal documents included that the City will provide); must include:
 - ✓ Project Name and Numbers
 - ✓ Subcontract Dollar Amount
 - ✓ Subconsultant Company Name, Address
 - ✓ Federal Documents (Provided by the City)

5.0

PAY APPLICATION

AND

SUBCONSULTANT SUMMARY FORM



**PROFESSIONAL SERVICES AGREEMENT
APPLICATION AND CERTIFICATION FOR**

**Official City of Chandler
Use Only**

PAYMENT # _____

Check if FINAL payment:

Date Rec'd: _____

Record ID: _____

Date Recorded: _____

Project Name: _____

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

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

Total Time Elapsed: _____%

Consultant Information:

Name: _____ Invoice #: _____

Remit to Address: _____

Contact Name: _____ Phone: _____ Email Address: _____

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

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

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

1. Original Contract Price: \$ 0.00

2. Contract Amendments to Date: \$ 0.00

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

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

Work Completed to Date: _____%

Contract Time Summary (applicable milestones per contract)	
Notice to Proceed (NTP) Date:	
Original Contract Duration:	Calendar Days
Contract Amendments:	0 Calendar Days
Revised Contract Duration:	0 Calendar Days
Contract Expiration Date:	

5. Total Previous Certificates for Payment: \$ _____

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

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

Consultant's/Engineer's Certification

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

Authorized Signature

Date

Official City of Chandler Use Only

PO #:

Approved By:

Budget Account #'s:

Project Manager

Date

CIP Supervisor

Date

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

Revised: 4/14/23

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

6.0

FEDERAL PROVISIONS

FEDERAL PROVISIONS PROFESSIONAL SERVICES CONTRACT

ACCESS TO RECORDS AND REPORTS / RECORDS RETENTION

FHWA requirement is three (3) years.

The Arizona Revised Statutes A.R.S. 35-214 is five (5) years.

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

BUY AMERICA PREFERENCE / BUILD AMERICA-BUY AMERICA (AKA BABA)

The Consultant must comply with FHWA's requirements for Buy America and Build America-Buy America.

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

www.fhwa.dot.gov

CIVIL RIGHTS

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

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

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

DEBARMENT AND SUSPENSION

By submitting and signing this document, the company certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in a federal funded contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor, including all subcontractors, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract during the duration of the contract. The Agency (City of Chandler) shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. By submission of a bid, the contractor warrants that the contractor and all proposed subcontractors are and shall remain in compliance with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees who perform services on the contract. The Agency may, at its sole discretion, require evidence of compliance from the contractor or subcontractor. Should the Agency request evidence of compliance, the contractor or subcontractor shall have ten (10) working days from receipt of the request to supply adequate information. The City of Chandler will accept, as evidence of compliance, a showing by the contractor or subcontractor, that it has followed the employment verification provisions of the Federal Immigration and Nationality Act as set forth in Sections 274A and 274B of that Act, including implementation of regulations and agreements between the Department of Homeland Security and the Social Security Administration's verification service. The contractor shall include the requirements of this provision in all subcontracts for this project.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Certification Regarding Lobbying

By submitting and signing this document, the company certifies this contract or proposal, to the best of his or her knowledge and belief, that: 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. 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. 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 31 U.S.C. § 1352. 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.

PROMPT PAY

The Prime Consultant agrees to pay each Subconsultant under this prime contract for satisfactory performance of its contract no later than **seven (7) days from the receipt of each payment the Prime Consultant receives from the City of Chandler**. Additionally, each Subconsultant, if that Subconsultant has a lower tier Subconsultant, must pay that lower tier within seven (7) days of receiving payment from the Prime Consultant. 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. Failure by the Prime Consultant or Subconsultants to comply with the Prompt Pay requirements and Prompt Pay Reporting can result in penalties assessed. Non-compliance of these requirements can result in penalties and/or can result in termination of this contract.

TAX DELINQUENCY AND FELONY CONVICTIONS

Consultant and all Subconsultants: Must indicate it's current status as it relates to tax delinquency and felony conviction. If awarded this contract, all applicable subconsultants must comply.

By signing this contract, it represents that this company does not 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.

By signing this contract, it represents that this company is not a company that was convicted of a criminal violation under federal law within the preceding 24 months, and has not be 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.

END OF FEDERAL SECTION