



**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES**

**CHANDLER BLVD (PRICE RD TO DOBSON RD) PRESERVATION IMPROVEMENTS
CITY PROJECT NO.: ST2604.201; FED NO.: CHN-0(257)D; ADOT NO.: T0720 03D**

Council Date: July 16, 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 Kimley-Horn and Associates, Inc., a North Carolina corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. City proposes to engage Consultant to provide design services for Chandler Blvd (Price Rd to Dobson Rd) Preservation Improvements 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 596 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 \$1,236,016 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: Ray Dovalina, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3314 Email: Ray.Dovalina@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Kimley-Horn and Associates, Inc.
	Mailing Address:	421 Fayetteville Street, Suite 600 Raleigh, NC 27601
	Physical Address:	1661 E Camelback Road, Suite 400 Phoenix, AZ 85016
	Statutory Agent Name:	Corporation Services Company
	Statutory Agent Mailing Address:	7955 South Priest Drive, Suite 102 Tempe, AZ 85284
	Statutory Agent Physical Address:	7955 South Priest Drive, Suite 102 Tempe, AZ 85284
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Zachary Schmidt
	Title:	Vice President
	Phone:	602-906-1116
	Email:	zachary.schmidt@kimley-horn.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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section,

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

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

harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

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

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

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

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

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

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

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

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

"CITY"
CITY OF CHANDLER

"CONSULTANT"
KIMLEY-HORN AND ASSOCIATES, INC.

Mayor

Zachary Schmidt June 18, 2026
Signature Date

RECOMMENDED BY:

Daniel Haskins June 18, 2026
Daniel Haskins, P.E.
CIP City Engineer

Zachary Schmidt
Print Name

Vice President
Title

zachary.schmidt@kimley-horn.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



June 3, 2026

Ray Dovalina, P.E.
Project Manager
City of Chandler

**RE: Scope of Work and Design Fee Proposal
Chandler Blvd (Price Rd to Dobson Rd) Preservation Improvements
City Project No.: ST2604.201, Federal Project No. CHN-0(257)D, ADOT Project No. T0720 03D**

Dear Ray,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope and fee proposal to perform professional design consulting services for the City of Chandler (City) for the Chandler Boulevard (Price Road to Dobson Road) Preservation Improvements project. We recognize and will comply with the City of Chandler's CA Agency Federal Requirements and Build America, Buy America Act (BABA) requirements. Our proposal was prepared based upon the information obtained during our initial scoping meeting held on April 27, 2026 and comments received on June 1, 2026 from City staff.

The professional services fee (total contract fee) for the project is \$1,236,016 including allowances, sub-consultants and direct expenses.

We are excited for the opportunity to partner with the City to help successfully deliver this project. Should you have any questions or need additional information, please contact me at 602-216-1224 or chris.woolery@kimley-horn.com

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in grey ink that reads "Chris Woolery". The signature is written in a cursive, flowing style.

Chris Woolery, P.E.
Project Manager

Enclosures



PROJECT DESCRIPTION

Chandler Boulevard is currently a six-lane arterial roadway that provides three lanes in each direction, separated by a raised median with protected left turn pockets. Chandler Boulevard supports commuting traffic to and from the Loop 101 Price Freeway as well as local traffic associated with homes and businesses between the Loop 101 Price Freeway and Dobson Road.

This project will repave 1 mile of Chandler Boulevard between Price Road and Dobson Road. Additionally, the project intent will make American with Disabilities Act (ADA) improvements on sidewalks, curb ramps and driveways. The project will conduct a Project Assessment including Road Safety Assessment (RSA) and will implement feasible outcomes. This is a federally funded project using FHWA funds. The design and construction will use Arterial Rehabilitation and Reconstruction Program (ARRP) Federal funds. This project will comply with Buy America, Build America Act (BABA) requirements. Public involvement for this project will comply with Certification Acceptance Agency Federal Requirements.

In addition to roadway preservation and ADA improvements, the project corridor includes water utility infrastructure that will require early evaluation. A preliminary utility study will be required to assess the feasibility of replacing the two existing 12-inch water mains with either a single 16-inch water main or two new 12-inch water mains, including impacts to service and lateral reconnections, traffic control requirements, and construction phasing needs. The selected alternative shall then be advanced through final design, specifications, bid-ready construction documents, bidding support, and a final engineer's opinion of probable construction cost.

DESIGN STANDARDS

DESIGN CONSULTANT shall perform the specific Project Tasks outlined below. All work shall conform to the latest edition and amendments of the City of Chandler's Unified Development Manual (UDM), MAG Uniform Standard Specifications and Details for Public Works Construction, Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD), and AASHTO Policy on Geometric Design of Highways and Streets unless specifically noted otherwise.

PROJECT TASKS

1. DATA COLLECTION

a. Task 1.1: Collect and Review Existing Records

- i. DESIGN CONSULTANT shall request and obtain, and CITY shall provide at no cost to DESIGN CONSULTANT the following, but not necessarily limited to, existing information as available: as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, crash data information, maintenance records, and drawings of developments planned within the project area.
- ii. DESIGN CONSULTANT shall keep a log and copy of all information collected through the duration of the project, including photos, as-builts, reports, and other documents provided from CITY, stakeholders, utility companies, external agencies, and developers.

2. PUBLIC UTILITY COORDINATION

a. Task 2.1: Utility Coordination

- i. DESIGN CONSULTANT will perform utility coordination in conformance with City Design Standards.
 1. DESIGN CONSULTANT will coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.
 2. DESIGN CONSULTANT will work with the CITY to coordinate the early determination of facilities that may be abandoned or deactivated.
 3. DESIGN CONSULTANT will send Utility Conflict Review letters to each utility company notifying them of the project and defining the project scope and timeline along with Project Plans at each submittal (30%, 60%, 95%, 100%, and Final) for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway and waterline improvements.
 4. For each submittal to the utility companies, DESIGN CONSULTANT will provide the CITY each with a written record of receipt.
 5. DESIGN CONSULTANT will create a utility inventory and conflict log for the project and maintain updates for all submittals.
- ii. DESIGN CONSULTANT will work with the CITY to facilitate utility coordination meetings following each design review submittal (30%, 60%, 95%, 100%). This task includes up to five (5) general utility coordination meetings. DESIGN CONSULTANT anticipates a maximum of three personnel attending the utility coordination meetings.
- iii. DESIGN CONSULTANT will work with the CITY to facilitate Salt River Project (SRP) meetings. This task includes up to four (4) coordination meetings which include the pre-design meeting, milestone meetings, and monthly meetings as needed. DESIGN CONSULTANT anticipates a maximum of three personnel attending the SRP coordination meetings.
- iv. DESIGN CONSULTANT will work with the CITY to facilitate individual private utility meetings. This task includes up to six (6) coordination meetings with individual private utilities (non-SRP) as needed. DESIGN CONSULTANT anticipates a maximum of two personnel attending the individual private utility coordination meetings.
- v. DESIGN CONSULTANT will assist the CITY with review of up to three (3) prior rights documents provided by private utilities that are in conflict with the project.
- vi. DESIGN CONSULTANT will review existing field conditions on-site prior to the 30% submittal to verify existing utilities identified in the survey.

b. Task 2.2: Utility Locating and Verification

- i. DESIGN CONSULTANT will be responsible for field verifying the horizontal locations of all utilities within the project limits prior to the 30% design submittal.

- ii. DESIGN CONSULTANT will prepare base maps detailing all existing utility data and transmitting to the utility companies for verification and comment concerning the utility locations. DESIGN CONSULTANT will incorporate the utility company comments into the base maps.
- iii. DESIGN CONSULTANT will verify the elevation of any utilities using potholing, which are identified as being in potential conflict with CITY's Improvements.
 - 1. During the 30% design phase, DESIGN CONSULTANT will develop a suggested pothole list that identifies stationing and offset. DESIGN CONSULTANT will provide a list to utility companies affected by the project and facilitate coordination of a master pothole list.
 - 2. Prior to completion of the 60% plans, DESIGN CONSULTANT will provide one hundred fifteen (115) vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. Pertinent pothole data shall be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the utility found, depth, horizontal and vertical location, size and material composition, and top and bottom elevation of the utility line exposed. Potholes shall be patched back with hot mix and backfilled with half sack slurry per MAG Detail 212.
 - 3. DESIGN CONSULTANT will be responsible for field surveys to initially stake the pothole location in white paint or white flagging for Blue Stake notification and as a reference point for the surveyed location of each pothole. DESIGN CONSULTANT will identify the pothole number, northing, easting and elevation of the staked location. DESIGN CONSULTANT will measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.
 - 4. Vacuum excavation potholing shall include mobilization, set-up, traffic control pavement cut and removal (if any), pavement patch as specified in Streetcut Permit (if any), excavation, backfill and compaction, all information requested, and clean up.
 - 5. DESIGN CONSULTANT will apply for and obtain permits for potholing.
 - 6. Subconsultant Summit Utility Locating and Consulting (Summit ULC) shall complete all services described in Task 2.2.iii. described above. DESIGN CONSULTANT will coordinate all work completed by subconsultant.
- iv. DESIGN CONSULTANT will conduct Subsurface Utility Engineering (SUE) per American Society of Civil Engineering (ASCE) publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level C" for public water, sewer, reclaimed water and overhead utilities.
- v. DESIGN CONSULTANT will conduct Subsurface Utility Engineering (SUE) per ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level B" for locatable existing underground utilities including private water, private sewer, private reclaimed water, gas, cable TV, telephone, fiber, and power.

c. Task 2.3: Utility Relocation Design Coordination

- i. DESIGN CONSULTANT will coordinate with the utilities to facilitate the design to relocate their facilities. DESIGN CONSULTANT will request a letter from each utility impacted by the planned roadway improvement identifying a timeline for relocating their facilities.
- ii. DESIGN CONSULTANT will specifically identify utility conflicts, with input from utility companies and CITY, which might affect alignment or grade and recommend alignment alternatives.
- iii. Prior to 30% plan submittal, DESIGN CONSULTANT will develop preliminary alignments of any utilities being relocated or replaced for which the CITY has requested an alignment design. DESIGN CONSULTANT will submit preliminary locations to each utility for review with a request for written response from each utility.
- iv. DESIGN CONSULTANT will identify utility easements and provide legal descriptions to the CITY (if requested through an owner's allowance) to facilitate land acquisition during the design phase.
- v. DESIGN CONSULTANT will review all utility relocation plans for constructability within the project limits. This task includes up to one (1) review of private utility relocation plans per utility (up to 4 reviews in total).
- vi. Prior to submitting Final (100%) construction documents, DESIGN CONSULTANT will work with private utilities to verify and report to the CITY that all utility relocations have been designed and coordinated with proposed CITY and private installations, and that such relocations shall not impact the proposed construction schedule of the CITY's project.

d. Task 2.4: Utility Clearance Letter

- i. DESIGN CONSULTANT will prepare a utility clearance letter, providing a review of proposed utility plans, including conflict evaluation, and general considerations.

3. PROGRESS MEETINGS**a. Task 3.1: Monthly Progress Meetings**

- i. This task includes up to fifteen (15) general progress meetings based on monthly meetings for up to 15 months. DESIGN CONSULTANT anticipates a maximum of four (4) personnel attending the Progress Meetings.
- ii. This task includes up to two half-hour phone call updates with City per month (30). DESIGN CONSULTANT anticipates a maximum of two (2) personnel attending the Phone Call Updates.
- iii. DESIGN CONSULTANT will prepare and distribute meeting minutes for each Progress Meeting, including Action Items to be reviewed and updated at each Progress Meeting.

b. Task 3.2: Comment Resolution Meetings

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

4. PUBLIC AND STAKEHOLDER MEETINGS

a. Task 4.1: Public Meetings

- i. DESIGN CONSULTANT will be responsible for the following public engagement related activities. For purposes of this project, public engagement refers to the community, area residents, area visitors, and locally adjacent businesses along the corridor. Public involvement for this project will comply with Certification Acceptance Agency Federal Requirements.
- ii. DESIGN CONSULTANT will design, develop and host a dedicated website for the project throughout design and construction. The website will be linked through the CITY’S website. The website will be reviewed and updated by the DESIGN CONSULTANT throughout the project to reflect the current stage of design/construction. The CITY will approve all developed content prior to posting on the website.
- iii. DESIGN CONSULTANT will assist the CITY in project outreach to property owners where temporary construction easements (TCEs) and other impacts are necessary on private property.
- iv. DESIGN CONSULTANT will produce all printed and online public engagement materials in English and translate the final public engagement materials into Spanish and Mandarin for use throughout the project.

5. PROJECT MANAGEMENT

a. Task 5.1: Project Monitoring

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

Notice To Proceed (NTP)	0
Data Collection/Survey	NTP + 5 Weeks
Submit Project Assessment/30% Plans	NTP + 17 Weeks

Submit 60% Plans, Specifications, and Estimate	NTP + 28 Weeks
Submit 95% Plans, Specifications, and Estimate	NTP + 39 Weeks
Environmental Clearance	NTP + 40 Weeks
Submit 100% Plans, Specifications, and Estimate	NTP + 50 Weeks
Submit Final Plans, Specifications, and Estimate	NTP + 59 Weeks

b. Task 5.2: Design Quality Control Plan

- i. DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan established for the project.

c. Task 5.3: Manage Sub-Consultants

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

6. DESIGN SURVEY

a. Task 6.1: Ground Survey

- i. DESIGN CONSULTANT will perform ground survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the CITY. Survey control for the project shall be in accordance with CITY requirements. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983 (NAD 83) 2011 epoch, and Arizona Central Zone, International Foot. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot, and in particular those NAVD 88 elevations assigned to benchmarks shown on published City of Chandler Benchmarks – Vertical Control map and list. Existing roadway centerline shall be established using existing street monumentation along with recorded surveys, plats and deeds available from the Maricopa County Recorder's Office and/or the MCDOT plat index.

b. Task 6.2: Topographic Survey

- i. DESIGN CONSULTANT will perform a full topographic survey of all existing features including but not limited to curb and gutter, striping, median curb, catch basins, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, shrubs, ground cover, mailboxes, public and private irrigation. DESIGN CONSULTANT shall take elevations as follows:
 1. Pavement along centerline of Chandler Boulevard at 50 foot intervals within the project limits from R/W to R/W.
 2. Gutter flow line and top of curb for all existing curb and gutter, at the pavement adjacent to median curb, at the outside edge of pavement (where there is no curb) and at existing ground at grade breaks and at least 20 foot intervals beyond the edge of pavement or back of curb to a distance of 20 feet outside of proposed ROW on each side of roadway, unless there is an existing fence or wall on private property within these distances, in which case, data will be collected only up to the fence or wall
 3. Pavement, gutter flow line, and top of curb for all existing curb and gutter, and sidewalk

4. Driveway locations at (at least) 10' intervals along the centerline and edges of each driveway beginning at the gutter flow line for a distance of 20 feet beyond the proposed or existing right-of-way, whichever is furthest from the centerline, as allowed by the property owner. DESIGN CONSULTANT shall document all grade breaks along each driveway centerline and edges.

5. Catch basins, manholes, pipes and water valve nuts (including inverts).

7. RIGHT-OF-WAY (ROW) COORDINATION

a. Task 7.1: ROW Base File (Existing)

- i. DESIGN CONSULTANT will prepare a right-of-way base map based on the Maricopa County Assessor's Website of the project limits, showing existing property lines and easements (if provided). The existing right-of-way base map is for the purpose of identifying property boundaries to determine if additional title reports or research are necessary due to proposed improvements (such as water infrastructure connections) encroaching beyond the existing right-of-way. If it is determined that additional land research is necessary, such as litigation reports, the CITY shall provide that information to the DESIGN CONSULTANT. The DESIGN CONSULTANT will submit an owner's allowance request for detailed right-of-way mapping and for the preparation of any legal descriptions and exhibits for property acquisition, temporary construction easements (TCE), and utility easements that may be necessary for the proposed improvements.

8. GEOTECHNICAL

a. Task 8.1: Geotechnical Subsurface Exploration and Laboratory Testing

- i. DESIGN CONSULTANT will conduct a visual geologic reconnaissance of the project area and review available geologic literature and aerial photographs of the project site and shall conduct a visual pavement reconnaissance of the roadway segment in question.
- ii. DESIGN CONSULTANT will obtain City and Maricopa County Encroachment permits, as necessary, to conduct work in the Right-of-Way. If needed, DESIGN CONSULTANT will arrange for and compensate for off-duty police officers.
- iii. DESIGN CONSULTANT will create a boring and coring plan to establish test locations in the field and arrange for the mark-out of underground utilities through Arizona Blue Stake.
- iv. DESIGN CONSULTANT will core the existing pavement of the roadway segment in question at up to twelve (12) locations to determine the existing structural (asphalt and aggregate base) section. The corings shall be combined with the test borings.
- v. DESIGN CONSULTANT will drill six (6) hollow-stem auger borings using a truck-mounted two-wheel drive drill rig. These borings shall be located within the existing roadway or in the shoulder whichever is more appropriate and shall extend up to 15 feet deep. DESIGN CONSULTANT will collect ring samples and bulk samples for laboratory testing and shall be responsible for preparation of field boring logs.
- vi. DESIGN CONSULTANT will perform laboratory testing to evaluate the index, compressibility, expansion and chemical characteristics of the subsurface soils encountered.

b. Task 8.2: Geotechnical Report

- i. DESIGN CONSULTANT will prepare a draft geotechnical report, to accompany the 30% submittal, which shall contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the new pavement and recommendations for construction. In addition, the reports shall contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics, bedding material, backfilling guidelines, subgrade support for new pavements, pavement design recommendations, pavement rehabilitation recommendations, and the re-use of on-site soils for engineered fill.
 - ii. DESIGN CONSULTANT will incorporate comments received on the draft geotechnical report into a final geotechnical report to accompany the 60% submittal.
- c. Subconsultant Ninyo & Moore will complete all services described in Task 8 above. DESIGN CONSULTANT will coordinate all work completed by subconsultant.

9. ENVIRONMENTAL SERVICES**a. Task 9.1: Public and Agency Environmental Scoping**

- i. DESIGN CONSULTANT shall prepare Public Scoping letters for all adjacent land owners, as applicable. DESIGN CONSULTANT shall prepare fieldwork access letters for all owners within the project limits, as applicable.
- ii. DESIGN CONSULTANT shall prepare Agency Scoping letters for all landowners, including Federal and State Agencies, and other offices/divisions within the proposed project area and/or that may have interest in the proposed project, as applicable.

b. Task 9.2: Biological Resources Evaluation

- i. DESIGN CONSULTANT shall prepare a Biological Evaluation Short Form (BESF) for the project area and submit to ADOT EP for review and approval.

c. Task 9.3: Cultural Resource Report

- i. DESIGN CONSULTANT shall conduct a Class I and Class III cultural resources survey and report for the project area. DESIGN CONSULTANT shall also prepare draft consultation letters for EP use in compliance with Section 106 of the National Historic Preservation Act.

d. Task 9.4: Preliminary Initial Site Assessment (PISA)

- i. DESIGN CONSULTANT shall prepare a Preliminary Initial Site Assessment (PISA) for the project area and submit to ADOT EP for review and approval.

e. Task 9.5: Lead Based Paint and Asbestos Testing

- i. DESIGN CONSULTANT shall conduct lead-based paint (LBP) testing for the project.
- ii. DESIGN CONSULTANT shall conduct Asbestos Containing Material (ACM) testing for the project.

f. Task 9.6: Phase 1 Environmental Site Assessment (ESA)

- i. DESIGN CONSULTANT will conduct a Phase I Environmental Site Assessment (ESA) in accordance with ASTM-1527-21 and submit a draft Phase I ESA report inclusive of each property requiring new acquisition and/or easements to the CITY at a reasonable timeframe prior to closing on the properties. A Phase I ESA (up to 15 parcels) shall be prepared for the project. The Phase I ESA reports shall document findings and provide opinions and recommendations regarding possible environmental impacts at the sites. DESIGN CONSULTANT will provide color photographs and figures in each report. Following review by the CITY, DESIGN CONSULTANT will review the CITY's comments and address those comments in the final Phase I ESA.
- ii. DESIGN CONSULTANT will perform up to 1 (one) update to the Phase I ESA report. Any additional updates or reports shall only be done with prior written direction from the CITY and shall be compensated utilizing the Owner's allowance.
- iii. DESIGN CONSULTANT will review lease records for the sites, to evaluate probable past site uses and their possible impact on the current environmental status of the sites.
- iv. DESIGN CONSULTANT will review readily available maps and reports pertaining to the sites to evaluate probable past site use and there possible impact on the current environmental status of the sites.
- v. CITY will obtain title commitments including Schedule B to show liens and a chain-of-title report for ownership back to 1940 or earlier for each property to be acquired and provide to DESIGN CONSULTANT. DESIGN CONSULTANT will review chain-of-title report for each parcel to evaluate probable past site use and there possible impact on the current environmental status of the sites.
- vi. DESIGN CONSULTANT will conduct interviews with the property representatives regarding the environmental status of the sites, as applicable.
- vii. DESIGN CONSULTANT will perform a site reconnaissance to visually identify areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls (PCBs), and possible risks of contamination from activities at the sites and adjacent properties.
- viii. DESIGN CONSULTANT will review available regulatory agency files, databases, and historical documents for the sites and adjacent properties to evaluate past and current site usage and the possible environmental impact to the site. Databases shall identify locations of known hazardous waste sites, landfills, and leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store or dispose of hazardous materials.
- ix. DESIGN CONSULTANT will review Arizona Department of Environmental Quality databases for deed restrictions such as Declaration of Environmental Use Restrictions and Voluntary Environmental Mitigation Use Restrictions.
- x. DESIGN CONSULTANT will perform visual observations limited to the surface area of the property and contiguous sites. Subsurface explorations, soil sampling, surface and groundwater sampling, and chemical analyses are not included in this proposal. The

reports shall be based solely on information gained from direct observation, personal interviews, and examinations of regulatory records.

10. PLANS, SPECIFICATIONS AND ESTIMATES

a. Task 10.1: Preliminary Design

i. Road Safety Audit

1. DESIGN CONSULTANT will conduct a Road Safety Assessment (RSA). The RSA will follow the typical RSA steps recommended by the Federal Highway Administration.
2. The RSA activities will include the following:
 - a. Form an independent RSA safety analysis team consisting of traffic engineers, human factors experts, roadway engineers, and emergency response staff.
 - b. Schedule, prepare for, and attend an RSA kick-off meeting.
 - c. Collect relevant data, including available traffic count data and crash analysis data.
 - d. Schedule, prepare for, and attend an RSA start-up meeting with associated field reviews.
 - e. Report RSA observations and develop actionable countermeasures.
 - f. Schedule, prepare for, and attend an RSA debrief meeting.
 - g. Develop crash modification factors, preliminary cost estimates, and a benefit/cost ratio, where applicable.
 - h. Prepare and submit the draft RSA Report electronically to the City for review.
 - i. Address comments received from the City on the draft RSA Report.
 - j. Prepare and submit the final RSA Report electronically to the City.

ii. Preliminary Utility Study

1. DESIGN CONSULTANT will provide preliminary design services for the replacement of existing dual 12-inch asbestos concrete pipe (ACP) waterlines (8,800 LF total) with new ductile iron pipe (DIP) along Chandler Boulevard between Loop 101 Price Freeway and Dobson Road.
2. DESIGN CONSULTANT will review existing utilities within the project limits to identify new waterline corridors for the following alternatives:
 - a. Replacement of the existing dual 12-inch ACP waterlines with a dual 12-inch DIP waterline system.
 - b. Replacement of the existing dual 12-inch ACP waterlines with a single 16-inch DIP waterline system.
3. DESIGN CONSULTANT will develop a decision matrix to evaluate the two alternative waterline replacements considering horizontal/vertical realignments, water service interruptions, constructability, traffic control, operations, and cost.
4. DESIGN CONSULTANT will create and submit a roll plot with alternatives to the CITY for review and approval prior to the 30% design submittal.

iii. Project Assessment

1. DESIGN CONSULTANT will prepare an ADOT Project Assessment in accordance with ADOT requirements for federal funding compliance.

2. The Project Assessment will summarize the RSA, Preliminary Utility Study, and ADA improvements. Project Assessment will also include an Engineer's Probable Cost Estimate and Alignment Plans (30% Level).

b. Task 10.2: Plans

- i. DESIGN CONSULTANT shall prepare plans for the project in accordance with City Standards.
- ii. DESIGN CONSULTANT shall submit plans in PDF and AutoCAD .DWG format and exports of each plan sheet and reference files and PDF of each plan sheet and PDFs of complete plans set at the 30%, 60%, 95%, 100%, and Final submittals.
- iii. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms. DESIGN CONSULTANT shall provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments shall be incorporated unless otherwise authorized by the CITY.
- iv. DESIGN CONSULTANT shall provide project plans to external agencies such as Maricopa County Department of Environmental Services, Arizona Department of Transportation and upon direction from City to adjacent project consultants and contractors as appropriate to assist with coordination of construction activities.

v. Task 10.2A: Paving Plans

1. DESIGN CONSULTANT shall prepare front end sheets per CITY standards which are listed below:
 - a. Cover Sheet
 - b. General Notes and Legend
 - c. Key Map and Index of Sheets
 - d. Survey Control
 - e. Typical Sections
 - f. Miscellaneous Details
 - g. Overall Paving Limits
2. DESIGN CONSULTANT shall perform work necessary to create Typical Roadway Sections, Geometric Layout and Paving Plan Sheets using design right-of-way needs for a major arterial (City of Chandler Standard Detail C-203.).
3. DESIGN CONSULTANT shall prepare paving plans at a scale of 1"=20' horizontal, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, construction notes, etc.
4. DESIGN CONSULTANT shall evaluate all existing sidewalk in the project limits for compliance with ADA cross-slope and curb ramp requirements. Any sidewalk or ramp that is not in compliance with ADA shall be incorporated into the plans.
5. DESIGN CONSULTANT shall prepare a brief drainage memo to document no change in existing drainage condition with the proposed improvements.

vi. Task 10.2B: Traffic Signal and Traffic Signal Interconnect Plans

1. Traffic Signal Upgrades

- a. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing traffic signals, traffic control equipment, etc.
- b. DESIGN CONSULTANT shall prepare traffic signal plans for the following locations:
 - i. Chandler Blvd and Coronado St
 - ii. Chandler Blvd and Ellis St
 - iii. Chandler Blvd and Carriage Ln
- c. Preliminary traffic signal layouts will be prepared and submitted at 30%. Full plan sets will be completed, including removals, new and relocated pole locations at the 60%, 95%, 100%, and Final plan stages. Traffic Signals will be designed in accordance with City of Chandler TDM #5. The Traffic Signal Plans shall be (1" = 20') and consist of the following sheets for each location:
 - i. Traffic Signal Removal Sheet
 - ii. Traffic Signal Layout Sheet
 - iii. Pole Schedule Sheet
 - iv. Conductor Schedule Sheet

2. Traffic Signal Interconnect

- a. DESIGN CONSULTANT shall design fiber interconnect plans along the project limits along Chandler Blvd from Price Rd to Dobson Rd at a scale of 1" = 40' (Double Stacked). Plan sheets shall show conduit runs and pull boxes and connection to signalized intersections within the project limits. Interconnect plans will be designed with 4-2" conduit, 144 SMFO, and in accordance with City of Chandler Standards.
- b. DESIGN CONSULTANT shall prepare preliminary design to be illustrated on a roll plot for coordination with City Staff at 30%. Full plan set will be completed, including removals, relocated pull boxes, and traffic signal connections at the 60%, 95%, 100% and Final plan stages.

3. Audit of Existing Fiber Conduit System Conditions:

- a. DESIGN CONSULTANT shall conduct an audit of the existing City owned fiber conduit system infrastructure within the project limits. The fiber conduit system items include pull boxes, splice vaults, manholes, conduits, innerducts, and associated pathways into designated buildings, field cabinets and poles. The DESIGN CONSULTANT's field audit shall include the following:
 - i. Field audit each pull box, manhole, and splice vault location identified on the as-built documents and observed in the field, and visual check of existing pull boxes and any visible conduit for dirt, concrete, or debris.
 - ii. Develop a "fold-flat" type detail (also known as butterfly detail) of the existing pull box, manhole, and splice vault locations showing the following:
 - iii. All four sides of the box with the associated conduits and innerducts entering the box from each side.
 - iv. All existing cables, pull rope or mule tape, and locator (tracer) wire entering the box from each associated conduit and innerduct.
 - v. Cables: Record the size, manufacturer name and manufactured date of the cable, as observed on the cable sheathing. Also include any information on labels attached to the cable(s).

- vi. All splice closures within the box, noting the type and size, which cables from which conduits/ducts are entering the splice case, the number of available cable entry points, and any visible damage. Do not open the splice case.
- vii. Identify the “Logo” marking used on the pull point lid, such as “City Traffic”, “Communications”, etc.
- viii. Identify the GPS coordinates of the box location, and include the associated station and offset relative in the plan set, for the OSP database.
- ix. Provide photos of any visible damage.
- b. DESIGN CONSULTANT shall prepare field Audit Notes (including sketched “fold-flat” type details, and notes on as-built plans, including raw field audit notes and folders), and photos of visible damage.
- c. DESIGN CONSULTANT shall incorporate audit findings and any recommended improvements into the interconnect plans including notes to clean out any visible dirt, concrete, or debris discovered in the field audit.

vii. Task 10.2C: Street Light Plans

1. DESIGN CONSULTANT shall design street lighting along Chandler Boulevard within the project limits in accordance with applicable City of Chandler Streetlight Technical Design Manual (TDM) #6.
2. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing street lighting, the existing lighting control equipment, existing underground conduit and conductor routes.
3. DESIGN CONSULTANT shall coordinate lighting design with Salt River Project (SRP) to define a power source to serve the lighting system.
4. DESIGN CONSULTANT shall prepare street lighting plans for approximately ~1-mile as necessary, including new and relocated pole locations at the 30%, 60%, 95%, 100%, and final plan stage. The street light design shall match the existing streetlights. The first existing street light on each side of the roadway beyond the limit of the paving shall be shown on the plans. Existing street lights within the project limits that are to remain shall be replaced with LED fixtures. The Lighting Plans shall be (1”=40’). and consist of the following:
 - a. Street lighting general notes and key map
 - b. Street lighting plans showing pole locations with station and offset
5. DESIGN CONSULTANT shall reference the TDM #6 standard details and drawings for the following:
 - a. Pole Assembly Detail (Pole, foundation, mast arm)
 - b. Junction Box detail
 - c. Trench detail
 - d. Connection details
6. SRP shall be responsible for providing detail drawings for the electrical details (Control center, wiring schematic, and cable schedule). These items on drawings

prepared by SRP shall be accounted for in project specifications and engineer's estimate.

viii. Task 10.2D: Striping and Signing Plans

1. DESIGN CONSULTANT shall develop preliminary traffic signing and striping plans for this project at the 30% plan stage. DESIGN CONSULTANT shall finalize the traffic signing and striping plans at the 60% plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale and shall include the following sheets:

- a. General Striping Notes sheet (including a striping quantities)
- b. General Signing Summary, Notes, and Index
- c. Striping and Signing plan sheets

2. Sub-consultant CA Group shall complete all services described in Task 10.2D above. DESIGN CONSULTANT shall coordinate all work completed by sub-consultant.

ix. Task 10.2E: Erosion and Sediment Control Plans

1. DESIGN CONSULTANT shall develop Erosion and Sediment Control Plans (ESCPs) that may be utilized by a contractor during construction as Storm Water Pollution and Prevention Plans (SWPPP), as required on all projects that have the potential to impact any adjacent drainage system, under the provisions of section 402(p) of the Clean Water Act (CWA) and regulations 40 CFR 121, to secure a cost for the Arizona Pollutant Discharge Elimination System (AZPDES) permit and to ensure that the contractor is held responsible for this effort.

2. ESCPs shall include cover sheet and index sheet in conformance with City requirements, erosion control details and erosion control plans in conformance with Arizona Department of Environmental Quality (ADEQ) and Environmental Protection Agency (EPA) requirements. Plans shall be submitted at the 95% plan submittal stage.

x. Task 10.2F: Water and Sanitary Sewer Plans

1. DESIGN CONSULTANT will provide design services for the replacement of existing dual 12-inch asbestos concrete pipe (ACP) waterlines (8,800 LF total) with new ductile iron pipe (DIP) along Chandler Boulevard between Loop 101 Price Freeway and Dobson Road.

2. DESIGN CONSULTANT will prepare waterline plan and profile construction documents. The following sheets are anticipated to be included:

- a. Waterline plan and profile sheets (18 sheets, 1"=20' scale)
- b. Lateral plan and profile sheets (14 sheets, 1"=20' scale)
- c. Detail Sheets (3 sheets)

3. DESIGN CONSULTANT will prepare construction documents and specifications for approximately 19 existing sewer manholes that have been identified by the City for rehabilitation. The City previously completed manhole assessments on sewer manholes within the project limits and identified 19 sewer manholes within the project limits that will need to be rehabbed. This work is anticipated to be the following:

- a. Rehabilitate 16 existing sanitary sewer manholes with bench repair, frame and cover replacement, new concrete collar.

- b. Rehabilitate one existing sanitary sewer manhole with epoxy coating, bench repair, frame and cover replacement, new concrete collar.
- c. Rehabilitate two existing sanitary sewer manholes with an insert, bench repair, frame and cover replacement, new concrete collar.
- 4. The City will confirm the sewer manhole rehab recommendations for 19 sewer manholes and provide to the DESIGN CONSULTANT to include in the project plans. The following sheets are expected to be needed:
 - a. Manhole replacement/rehabilitation detail sheet (2 sheets)
- 5. DESIGN CONSULTANT will prepare and submit the Maricopa County Environmental Services (MCESD) permit applications including the Approval to Construct (ATC) and Approval of Construction (AOC) applications, applicable design reports, and review fees (standard or expedited review at City discretion).

c. Task 10.3: Specifications

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

d. Task 10.4: Cost Estimates

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

11. DESIGN SUBMITTALS

DESIGN CONSULTANT will deliver submittals via electronic PDF unless requested otherwise by CITY.

a. Task 11.1: 30% Submittal

- i. DESIGN CONSULTANT shall provide the following at the **30% submittal** to the City:
 - 1. City Plan review and construction permit applications
 - 2. 30% preliminary plans including:
 - a. Cover sheet
 - b. Typical Roadway Sections
 - c. Geometric Configurations
 - d. Paving Plan
 - e. Utility (Water, Sanitary Sewer, Reclaimed) Plan and Profile
 - f. Traffic Signal and Traffic Signal Interconnect Layout
 - g. Signing and Striping Plans and Details
 - h. Street Light Plans and Details

3. 30% construction cost estimate
4. Draft drainage memo
5. Sealed geotechnical report

b. Task 11.2: 60% Submittal

i. DESIGN CONSULTANT shall provide the following at the **60% submittal** to the CITY:

1. City Plan review and construction permit applications
2. 30% submittal redlines and comments
3. 60% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Roadway Sections
 - d. Geometric Configurations
 - e. Paving Plan
 - f. Utility (Water, Sanitary Sewer, Reclaimed) Plan and Profile
 - g. Traffic Signal and Traffic Signal Interconnect Plans and Details
 - h. Signing and Striping Plans and Details
 - i. Street Light Plans and Details
 - j. Special Details
4. 60% technical specifications
5. 60% construction cost estimate
6. Final drainage memo
7. "Testhole Data Summary Sheet"

c. Task 11.3: 95% Submittal

i. DESIGN CONSULTANT shall provide the following at **95% submittal**:

1. City Plan review and construction permit applications
2. 60% submittal redlines and comments
3. 95% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Roadway Sections
 - d. Geometric Configurations
 - e. Paving Plan
 - f. Utility (Water, Sanitary Sewer, Reclaimed) Plan and Profile

- g. Traffic Signal and Traffic Signal Interconnect Plans and Details
- h. Signing and Striping Plans and Details
- i. Erosion & Sediment Control Plans
- j. Street Light Plans and Details
- k. Special Details
- 4. 95% technical specifications
- 5. 95% construction cost estimate

d. Task 11.4: 100% Submittal

- i. Upon acquisition of all right-of-way and easements necessary for construction, DESIGN CONSULTANT shall provide the following with the **100% submittal**:
 - 1. City plan review and construction permit applications
 - 2. 95% submittal redlines and comments
 - 3. 100% construction plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Roadway Sections
 - d. Geometric Configurations
 - e. Paving Plan
 - f. Utility (Water, Sanitary Sewer, Reclaimed) Plan and Profile
 - g. Traffic Signal and Traffic Signal Interconnect Plans and Details
 - h. Signing and Striping Plans and Details
 - i. Erosion & Sediment Control Plans
 - j. Street Light Plans and Details
 - k. Special Details
 - 4. Final specifications
 - 5. Final construction cost estimate and bid schedule

e. Task 11.5: Final Submittal

- i. Upon receipt of response from utility companies, DESIGN CONSULTANT shall provide following as the Final submittal:
 - 1. Construction plans including any private utility plans such as Salt River Project (SRP) plans to be performed by City's contractor
 - 2. Final specifications
 - 3. Final construction cost estimate and bid schedule

4. Utility Clearance Letter per Task 2.5

- ii. DESIGN CONSULTANT will be responsible for delivering to the CITY a complete set of constructible plans and will be responsible for constructability of such plans, including, but not limited to, completion of right-of-way documentation acquiring all necessary easements, and completion of utility relocation design. DESIGN CONSULTANT will be responsible for preparing and obtaining written approval of any design exceptions and/or variances to Design Standards.

12. ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

- a. Bioassay testing, archeology, soil fertility, and other tests to determine existing plant viability is excluded. Determination of existing plant viability to be based on professional opinions with considerations of typical construction activity impacts.
- b. Application fees for City reviews and permits shall be paid by City.
- c. It has been assumed that all agencies have a 15-working day review period.
- d. Application fees for other agencies other than the City shall be paid utilizing the Direct Expense Allowance.
- e. Post Design Services, construction management or observation, inspection, or participation in construction meetings is excluded.
- f. Reimbursable allowance is to be used for printing, mileage and other approved reimbursable expenses. Expenses will be reimbursed at cost.
- g. Owner's Allowance shall only be used with prior written approval from the City representative.
- h. Right-of-way map, utility map, legal descriptions, and exhibits are not included.
- i. Traffic analysis is not included.
- j. Paving profile design is not included.
- k. Drainage design or reports are not included.
- l. Street light photometric analysis is not included.
- m. Landscape and irrigation design are not included.
- n. Land acquisition services such as appraisals, developing offers, etc. are not included.
- o. Attending more meetings than specifically listed in this scope of services is not included.
- p. Additional submittals beyond those specifically listed in this scope of services are not included.
- q. Additional final design tasks, hours, items, or aspects not specifically listed in this scope of services are not included.

EXHIBIT "B"
COMPENSATION AND FEES

6/3/2026

Exhibit B-1 - Consultant Compensation and Fees

City of Chandler
Chandler Blvd (Price Rd to Dobson Rd)
ST2604.201
CHN-0(257)D
T0720 03D

		SR. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.		Department Funding Breakout		
		Chris Woodery Robert Lyons Zach Schmidt Anne DeBoard Michael Colombo	Julian Pasqueira Lina Bejaral Ryan Marks Joseph Cuffari Shane Johansson	Maxx Townsend Dan Iwchik Sarah Montgomery Jackson Modrak Bob Robinson	Brock Bomar Evan Orta Emma Legg Paige Helfinstein Rachael Gervasio	Samara Hamsideh Isaac Witherspoon Logan Legg Zac Schanrow	Nakole Newton Cheryl Ohnie Jared Kempf Brenden Miller				
TASK DESCRIPTION	SUBTOTAL	\$ 295.00	\$ 255.00	\$ 215.00	\$ 185.00	\$ 160.00	\$ 110.00	Total Hours	STREETS	WATER	WASTEWATER
TASK 1 - DATA COLLECTION	\$ 10,470	-	2	10	18	6	32	68	\$ 2,094	\$ 8,376	\$ -
As-Built and Past Report Research	\$ 6,000		2	6	12		18	38			
Utility Data Collection - Collect and Log As-Built	\$ 2,690			2	4	4	8	18			
Review, PDF, and Log As-Built/Past Reports	\$ 1,780			2	2	2	6	12			
TASK 2 - PUBLIC UTILITY COORDINATION											
TASK 2.1 - UTILITY COORDINATION	\$ 31,825	26	8	35	66	8	10	153	\$ -	\$ 31,825	\$ -
Develop and Maintain Utility Inventory and Conflict Log	\$ 4,840		4	4	16			24			
General Utility Coordination Meetings - up to five (5)	\$ 3,555	5	2	3	5			15			
General Utility Coordination Meeting Notes	\$ 1,515	2			5			7			
Individual SRP Meetings - up to four (4)	\$ 2,860	4	2	2	4			12			
Individual SRP Utility Meeting Notes	\$ 1,330	2			4			6			
Individual Utility Meetings - up to six (6)	\$ 2,880	6			6			12			
Individual Utility Meeting Notes	\$ 1,995	3			6			9			
Review Prior Rights Documentation (Up to 3 reviews)	\$ 2,175	3		6				9			
Utility Notification Letters (30%, 60%, 95%, 100%, Final)	\$ 2,470	1		5			10	16			
Prepare CADD files to Transmit to Utilities	\$ 3,405			3	8	8		19			
Field Review	\$ 4,800			12	12			24			
TASK 2.2 - UTILITY LOCATING & VERIFICATION	\$ 26,640	-	6	22	60	58	-	146	\$ 5,328	\$ 21,312	\$ -
Utility Locating Field Marking (SUE Level B)	\$ 13,270		4	10	20	40		74			
Prepare Utility Base File (SUE Level C)	\$ 11,150			10	40	10		60			
Pothole Coordination - Develop Pothole List (SUE Level A)	\$ 2,220		2	2		8		12			
See Subconsultant - Utility Potholing - Summit ULC	\$ -										
TASK 2.3 - UTILITY RELOCATION DESIGN COORDINATION	\$ 9,170	-	8	10	20	8	-	46	\$ 1,834	\$ 7,336	\$ -
Utility Relocation Concept Development	\$ 3,360		4	4	8			16			
Review Utility Relocation Plans (up to 4 Reviews)	\$ 2,850		2	4	8			14			
Prepare Base Map for Utility Relocations	\$ 2,960		2	2	4	8		16			
TASK 2.4 - UTILITY CLEARANCE	\$ 1,600	-	-	4	4	-	-	8	\$ 320	\$ 1,280	\$ -
Prepare Utility Clearance Letter	\$ 1,600			4	4			8			
TASK 3 - PROGRESS MEETINGS											
TASK 3.1 - MONTHLY PROGRESS MEETINGS	\$ 46,275	47	15	67	60	-	28	217	\$ 9,255	\$ 37,020	\$ -
Progress Meetings (15 Mtgs)(Includes Comment Resolution Mtgs)	\$ 14,250	15	15	15	15			60			
Bi-Weekly Phone Call Update Meetings (30 Half Hour Mtgs)	\$ 7,650	15		15				30			
Prepare Meeting Agenda/Exhibits/Handouts	\$ 4,620	4		16				20			
Meeting Notes	\$ 5,325	5		5	15			25			
Summary of Comments for Comment Resolution Mtgs	\$ 8,200	4		8	12		28	52			
Maintain Action Item Log	\$ 6,230	4		8	18			30			
TASK 4 - PUBLIC & STAKEHOLDER MEETINGS	\$ 20,335	4	16	30	25	25	-	100	\$ 2,034	\$ 18,302	\$ -
Project Website Development/Management	\$ 7,725		10		15	15		40			
Property Owner Coordination	\$ 4,300			20				20			
Public Notification Translation (Mandarin and Spanish)	\$ 8,310	4	6	10	10	10		40			

6/3/2026

Exhibit B-1 - Consultant Compensation and Fees

City of Chandler
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T0720 03D

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.		Department Funding Breakout		
		Chris Woodery Robert Lyons Zach Schmidt Anne DeBoard Michael Colombo	Julian Pasqueira Lisa Beeral Ryan Marks Joseph Cuffari Shane Johansson	Max Townsend Dan Iwicki Sarah Montgomery Jackson Modrak Bob Robinson	Brock Bonar Evan Onita Emma Legg Paige Helfferline Rachael Gervasio	Samara Hamideh Isaac Witherspoon Logan Legg Zac Scharnow	Nakole Newton Cheryl Ohnie Jared Kempf Brenden Miller				
								Total Hours			
TASK DESCRIPTION	SUBTOTAL	\$ 295.00	\$ 255.00	\$ 215.00	\$ 185.00	\$ 160.00	\$ 110.00		STREETS	WATER	WASTEWATER
TASK 5 - PROJECT MANAGEMENT	\$ 64,640	91	82	33	-	-	89	295	\$ 12,928	\$ 51,712	\$ -
Monthly Progress Reports	\$ 6,075	15					15	30			
Budget Monitoring/Setup/Insurance/Invoicing	\$ 6,525			15			30	45			
Contract Management (15 Months @2 hrs/Month)	\$ 4,910	4	6				20	30			
Develop/Maintain Project Design Schedule	\$ 1,610	2	4					6			
Develop Quality Control Plan	\$ 1,610	2	4					6			
QA/QC	\$ 35,200	64	64					128			
Manage Sub-Consultants	\$ 4,780	4	4	12				20			
Project Documentation/Email/Document Filing (15 Months @ 2 hrs/Month)	\$ 3,930			6			24	30			
TASK 6 - DESIGN SURVEY	\$ 7,640	-	4	12	8	16	-	40	\$ 764	\$ 6,876	\$ -
Survey Coordination/Requests	\$ 2,740		4	8				12			
Review and Field Verify Topo Survey CAD Files	\$ 4,900			4	8	16		28			
See Subconsultant - Control & Topo Survey - S&F Land Services	\$ -										
TASK 7 - RIGHT-OF-WAY COORDINATION	\$ 5,460	12	-	-	-	12	-	24	\$ 1,092	\$ 4,368	\$ -
Prepare Existing Right-of-Way Base File Based on County Assessor Website	\$ 5,460	12				12		24			
TASK 8 - GEOTECHNICAL	\$ 1,880	-	4	4	-	-	-	8	\$ 376	\$ 1,504	\$ -
Coordinate Geotechnical Boring Plan	\$ 1,880		4	4				8			
See Subconsultant - Geotechnical Engineering - Ninyo & Moore	\$ -										
TASK 9 - ENVIRONMENTAL SERVICES	\$ 51,090	65	-	-	163	-	16	244	\$ 10,218	\$ 40,872	\$ -
Public and Agency Environmental Scoping and Field Access Letters	\$ 7,830	4			30		10	44			
Biological Evaluation Short Form (BESF)	\$ 3,920	2			18			20			
Preliminary Initial Site Assessment (PISA)	\$ 7,655	4			35			39			
Cultural Resources Sub Coordination	\$ 2,180				10		3	13			
Asbestos/Lead-Based Paint Testing Sub Coordination	\$ 2,180				10		3	13			
Plan Review/SOW updates, EP Coordination	\$ 13,275	45						45			
Phase I Environmental Site Assessment (Phase I ESA) and Update	\$ 14,050	10			60			70			
See Subconsultant - Cultural Resources - Desert	\$ -										
See Subconsultant - Asbestos/Lead Based Paint Testing -NEC	\$ -										
TASK 10 - PLANS, SPECIFICATIONS, & ESTIMATES											
TASK 10.1 - PRELIMINARY DESIGN											
ROAD SAFETY ASSESSMENT	\$ 40,670	-	43	59	92	-	-	194	\$ 40,670	\$ -	\$ -
Data Collection and Crash Analysis	\$ 3,905		3	6	10			19			
RSA Startup Meeting and Field Visit	\$ 16,375		25	25	25			75			
Debrief and Countermeasures	\$ 7,380		6	10	20			36			
CMFs, Cost Estimating, and B/Cs	\$ 4,960		4	8	12			24			
Draft and Final Report	\$ 8,050		5	10	25			40			
PRELIMINARY UTILITY STUDY	\$ 32,430	6	26	32	46	54	-	164	\$ -	\$ 32,430	\$ -
Waterline Alignment Evaluation	\$ 12,190	2	10	10	20	20		62			
Water System Evaluation Matrix	\$ 8,230	2	8	10	10	10		40			
Waterline Alignment Alternative Roll Plot	\$ 12,010	2	8	12	16	24		62			

6/3/2026

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								Total Hours			
TASK DESCRIPTION	SUBTOTAL	\$ 295.00	\$ 255.00	\$ 215.00	\$ 185.00	\$ 160.00	\$ 110.00		STREETS	WATER	WASTEWATER
PROJECT ASSESSMENT	\$ 11,000	4	8	8	12	24	-	56	\$ 2,200	\$ 8,800	\$ -
Project Assessment	\$ 11,000	4	8	8	12	24	-	56			
Task 10.2 - PLANS											
TASK 10.2A - PAVING PLANS	\$ 72,020	21	33	54	104	166	-	378	\$ 7,202	\$ 64,818	\$ -
Cover Sheet, Approvals, Vicinity Map (1 Sht)	\$ 2,640		2	2	4	6		14			
General Notes & Legend (2 Shts)	\$ 4,530			4	6	16		26			
Key Map & Index of Sheets (1 Sht)	\$ 2,335		1	2	2	8		13			
Survey Control/Geometric Sheet (1 Sht)	\$ 2,705		1	2	4	8		15			
Typical Sections, Pvmnt Sections, Pavement Legend (1 Shts)	\$ 3,000	1	1	2	4	8		16			
Miscellaneous Details Sheet (2 Shts)	\$ 5,410		2	4	8	16		30			
Overall Paving Limits (1 Sht)	\$ 2,960		2	2	4	8		16			
Chandler Blvd Paving Plan Shts (12 Shts) (1"=20' Scale)	\$ 46,080	12	24	36	72	96		240			
Drainage Memo	\$ 2,360	8						8			
TASK 10.2B - TRAFFIC SIGNAL/INTERCONNECT PLANS & FIELD AUDIT	\$ 85,875	10	51	110	50	230	2	453	\$ 85,875	\$ -	\$ -
Signal & Interconnect Field Review	\$ 3,710		2	8	8			18			
Chandler/Coronado Traffic Signal Plans (4 Shts)	\$ 15,440	2	10	20		50		82			
Chandler/Ellis Traffic Signal Plans (4 Shts)	\$ 15,440	2	10	20		50		82			
Chandler/Carriage Traffic Signal Plans (4 Shts)	\$ 15,440	2	10	20		50		82			
Interconnect Roll Plot and Coordination with City Staff	\$ 3,960		2	4	14			20			
Traffic Signal Interconnect Plans (Chandler Blvd - Price to Dobson)(4 Shts) (Double Stacked)(1"=40' Scale)	\$ 20,535	3	10	20		80		113			
Fiber Field Audit	\$ 4,220		4	8	8			20			
Audit Notes, Fold-Flat Details, As-built Markups & Photo Delivery	\$ 7,130	1	3	10	20		2	36			
TASK 10.2C - STREET LIGHT PLANS	\$ 25,755	7	-	27	69	32	-	135	\$ 25,755	\$ -	\$ -
Existing Street Light Field Review	\$ 555				3			3			
Lighting General Notes	\$ 2,525	1		2	8	2		13			
Lighting Plans (Double Stacked)(4 Shts)(1"=40' Scale)	\$ 19,045	6		15	50	30		101			
SRP Coordination	\$ 3,630			10	8			18			

6/3/2026

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								Total Hours			
TASK DESCRIPTION	SUBTOTAL	\$ 295.00	\$ 255.00	\$ 215.00	\$ 185.00	\$ 160.00	\$ 110.00		STREETS	WATER	WASTEWATER
TASK 10.2D - STRIPING & SIGNING PLANS	\$ 4,660	-	12	4	4	-	-	20	\$ 932	\$ 3,728	\$ -
Signing and Marking Field Review and Inventory	\$ 1,600			4	4			8			
Design Coordination and Review	\$ 3,060		12					12			
See Subconsultant - Striping & Signing Design - CA Group	\$ -										
TASK 10.2E - EROSION & SEDIMENT CONTROL PLANS	\$ 16,635	9	-	22	50	-	-	81	\$ 3,327	\$ 13,308	\$ -
Erosion Control Cover Sheet (1 Sht)	\$ 1,465	1		2	4			7			
Erosion and Sediment Control Plan Index (1 Sht)	\$ 1,465	1		2	4			7			
Erosion Control Details (8 Shts)	\$ 8,200	4		12	24			40			
Chandler Blvd Erosion Control Plans (3 Shts)(1" = 40') (Double Stacked)	\$ 5,505	3		6	18			27			
TASK 10.2F - WATER AND SANITARY SEWER PLANS	\$ 214,830	41	124	256	355	315	-	1,091	\$ 202,295	\$ 12,535	
Chandler Blvd Waterline Plan and Profile Sheets (18 Shts) (1" = 20' Scale)	\$ 87,845	18	42	110	135	145		450			
Waterline Lateral Plan and Profile Sheets (14 Shts) (1" = 20' Scale)	\$ 80,810	14	46	70	140	150		420			
Waterline Details Sheets (3 Shts)	\$ 11,760	4	6	10	20	20		60			
Prepare ATC Permit Application	\$ 5,575		5	20				25			
Prepare Water Report (No Modeling Included)	\$ 7,330		8	16	10			34			
Address MCESD Comments	\$ 8,975		5	10	30			45			
Manhole Rehabilitation Detail Sheet (2 Sheets)	\$ 12,535	5	12	20	20			57			
TASK 10.3 - SPECIFICATIONS	\$ 16,540	12	24	32	-	-	-	68	\$ 3,308	\$ 13,232	\$ -
Technical Specifications (60%, 95%, 100%, Final)	\$ 12,620	8	20	24				52			
Review and Update General Conditions/Contract/Specifications (100% & Final)	\$ 3,920	4	4	8				16			
TASK 10.4 - COST ESTIMATES	\$ 17,925	10	25	40	-	-	-	75	\$ 3,585	\$ 14,340	\$ -
Quantities/Estimate (30%, 60%, 95%, 100%, Final)	\$ 17,925	10	25	40				75			

6/3/2026

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TASK DESCRIPTION	SUBTOTAL	\$ 295.00	\$ 255.00	\$ 215.00	\$ 185.00	\$ 160.00	\$ 110.00	Total Hours	STREETS	WATER	WASTEWATER
TASK 11 - SUBMITTALS	\$ 19,000	-	10	20	30	-	60	120	\$ 3,800	\$ 15,200	\$ -
30% Submittal Coordination	\$ 3,800		2	4	6		12	24			
60% Submittal Coordination	\$ 3,800		2	4	6		12	24			
95% Submittal Coordination	\$ 3,800		2	4	6		12	24			
100% Submittal Coordination	\$ 3,800		2	4	6		12	24			
Final Submittal Coordination	\$ 3,800		2	4	6		12	24			
SUBTOTAL DIRECT LABOR	\$ 834,365	365	501	891	1,236	954	237	4,184	\$ 222,897	\$ 598,934	\$ 12,535
SUBCONSULTANTS TASKS											
TASK 2.2 - UTILITY POTHOLING (SUMMIT ULC)	\$ 144,670								\$ -	\$ 144,670	\$ -
Utility Potholes (115 Potholes)	\$ 144,670										
TASK 6 - SURVEY (S&F LAND SERVICES)	\$ 39,200								\$ 7,840	\$ 31,360	\$ -
Topographic Survey and Monument Recovery	\$ 39,200										
TASK 8 - GEOTECHNICAL ENGINEERING (NINYO & MOORE)	\$ 29,000								\$ 5,800	\$ 23,200	\$ -
Geotechnical Engineering	\$ 29,000										
TASK 9 - ENVIRONMENTAL	\$ 23,031								\$ 4,606	\$ 18,425	\$ -
Cultural Resources (Desert)	\$ 14,568										
Asbestos/Lead Based Paint Testing (NEC)	\$ 8,463										
TASK 10.2D, 10.4 - SIGNING/MARKING & COST ESTIMATE REVIEW (CA GROUP)	\$ 58,450								\$ 5,845	\$ 52,605	\$ -
Signing & Marking	\$ 58,450										
SUBTOTAL SUBCONSULTANTS	\$ 294,351								\$ 24,091	\$ 270,260	\$ -
EXPENSE											
EXPENSES	\$ 7,300								\$ 1,460	\$ 5,840	\$ -
ERIS (hazmat database package)	\$ 500										
Printing, Mailing, Notifications for Public Involvement	\$ 2,000										
Word Press Website (2-Year Duration) & Domain Name	\$ 1,800										
MCESD ATC Permit Fees	\$ 3,000										
ALLOWANCES											
OWNER'S ALLOWANCE	\$ 100,000								\$ 10,000	\$ 90,000	\$ -
Owner's Allowance	\$ 100,000										
TOTAL CONTRACT FEE	\$ 1,236,016								\$ 258,448	\$ 965,033	\$ 12,535

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.

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

EXHIBIT "E"
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.

ATTACHMENT A

Utility Potholes

Summit ULC



Phone: 602-363-3391

Email: Curtis@SummitULC.com

Website: www.SummitULC.com

SERVICE AGREEMENT

June 3, 2026

Summit ULC, LLC. a **Limited Liability Company (Summit ULC)**, 3835 W. Hayward Avenue, Phoenix, AZ 85051 proposes to furnish and provide all labor, material, and equipment necessary to provide the following services for **Kimley-Horn** (the "Client"):

Services to be performed: Potholing and Survey Services

Location of Service: City of Chandler Project No. ST2604.201 -Chandler Blvd. Dobson to Price
Federal Project No. CHN-0(257)D
ADOT Project No. T0720 03D

Scope of Work: See Attachment A

Payment Terms: Net 30 days

Any alteration or deviation from the specifications contained in this proposal involving extra cost for material, labor, or other expenses resulting from the alteration or deviation from the specification will only be executed upon written orders for same and will require extra charges over the sum quoted in this proposal. All agreements will be made in writing.

Summit ULC, LLC.

By: Curtis Zwar Date: 06/03/2026
Curtis Lee Zwar – Owner

Clients Acceptance:

Summit ULC LLC is hereby authorized to furnish all labor, equipment, and other resources required to complete the work described in this proposal as required by the Client, for which the Client agrees to pay the amount specified in said proposal and according to the terms thereof. Should either party to this Agreement be in default and the contract placed in the hands of a third party for collections, or if suit is brought thereon, the undersigned organization, or person or persons or either, agree to pay reasonable collection or attorney's fees, plus default interest at .5% per month in addition to the amount due thereon for the expenses of collection.

All parties agree that a facsimile transmission of the signature constitutes an original and binding document. The laws of the State of Arizona shall govern this Agreement, and suits may only be brought in Arizona courts.

Signature Corporate Officer: _____ Date: _____

Authorized to sign for: _____ (Print Company Name)

Print Name: _____ Title: _____

ATTACHMENT A

This attachment A is specifically incorporated into and made a part of the Service Agreement between Summit ULC LLC and the Client.

Scope of Work:

- 1- Provide survey to set control points and provide computerized pothole reports that are stamped by a Registered Land Surveyor (Level "A" S.U.E. Report)
- 2- 115 potholes as per Client's request along project alignment.
 - a. Backfill all potholes with CLSM ½ sac slurry per MAG 212
 - b. Asphalt and Concrete will be cored and patched using the Keyhole method.
 - c. Includes all required traffic control / uniformed officer per Chandler requirements.

Proposal

Item	Unit	Rate	Qty	Total
1- Potholing	EA	\$1,258.00	115	\$144,670.00
Total proposal				\$144,670.00

Comments:

1. For hourly projects, Summit ULC will keep daily logs and sign-off sheets for hours billed. The Client is responsible for having a representative on-site to sign off daily. If the Client does not have a representative on-site to sign off, then the Client agrees to accept all hours billed by Summit ULC backed up by the daily log.
2. Summit ULC reserves the right to subcontract any portion of the work listed in the scope and inclusions as needed to maintain the Clients schedule.
3. Mobilization of equipment and personnel for this project will be subject to availability of equipment on a first come served basis at the time of an executed subcontract.
4. Client understands and agrees that services performed using electronic utility locating may result in less than all buried lines, pipes, and other items from being located.
5. Summit ULC is not responsible for any holes that settle regardless of the backfill and restoration method.
6. A Pothole is defined as a 12" x 12" excavation, by Hydrovac, down to top of utility. If the utility is not located within the 12" x 12" hole, Summit ULC will clear 24" on each side of the locate marks prior to calling a "Dry Hole".
7. If additional potholes are requested, each request will have a minimum of 6 potholes per request.

Exclusions:

1. Replacement of any permanent concrete such as but not limited to sidewalk or driveways except for replacement of existing utilizing the "Keyhole" process.
2. Compaction testing on holes after backfilling.
3. Special Permits, bonds, and sales taxes.
4. Asphalt replacement other than Keyhole replacement.

ATTACHMENT B
Topographic Survey
S&F Land Services

S&F Land Services

Your Proven Geospatial Partner

1550 E Maryland Ave, Suite 1 - Phoenix, AZ 85014 | 602-805-8921

info@sflands.com - www.sflands.com

April 28, 2026

KIMLEY HORN

Attn: Chad Huber

Email: Chad.Huber@kimley-horn.com

Phone: 602.837.5511

RE: Chandler Blvd – Survey Proposal

Mr. Huber,

On behalf of S&F Land Services, I am pleased to submit this proposal to provide professional surveying services for Chandler Blvd from Price to Dobson, as shown on the enclosed Exhibit A.

Scope of Work:

1. Topographic Survey:
 - a. See limits of survey outlined in **PURPLE** on enclosed Exhibit A
 - b. Full topographic survey for design
 - i. Improvements
 - ii. All planimetric features
 - iii. Surface data to create contours at 1' intervals
 - c. Utilities:
 - i. Above ground evidence of utilities
 - ii. Structures (manholes/catch basins): pipe inverts, size, direction and material
 - iii. Kimley Horn will place utility locate marks – S&F will survey and map these marks.
 - d. *Trees: Individual tree mapping is NOT a part of this Task
2. Monument Recovery:
 - a. Search and survey centerline monuments and other Section corners.
 - b. This scope does NOT include searching for ALL subdivision Lot corner monuments.
 - c. This scope does NOT include right-of-way computations/surveying.

Assumptions:

- i. **NOT** included in this scope of work (these can be added if required)
 - a. On-site underground utilities
 - b. Wetland mapping
 - c. Boundary surveying
 - d. Easement mapping
 - e. Trees: Mapping individual trees
- ii. Client to supply Title Report
- iii. Underground Utilities:
 - a. Public Utility Notification Center (one-call) underground utility markings are assumed to have been completed prior to the date(s) of scheduled survey fieldwork - return trips related to incomplete one-call marking at the time of field survey (if requested) will be billed on a T&M basis.
 - b. S&F assumes no responsibility for the accuracy of the delineation of underground utilities by utility locating firms and/or the respective utility owners, nor for the existence of any buried objects. All utility locations should be field verified prior to construction.
- iv. S&F will have unobstructed access to the subject property to complete the above scope of work.
- v. DATUM: Horizontal Datum will be State Plane Coordinates or as otherwise directed. Vertical Datum will be per the jurisdiction in which the project is located or as otherwise directed.
- vi. All routing for signatures to execute the recording of plats is the responsibility of the client. S&F will complete this task on a time and materials basis if approved by the client.
- vii. The physical recording of plats with the controlling jurisdiction is the responsibility of the client. S&F will complete this task on a time and materials basis if approved by the client.



Your Proven Geospatial Partner

1550 E Maryland Ave, Suite 1 - Phoenix, AZ 85014 | 602-805-8921
info@sflands.com - www.sflands.com

Deliverables:

- i. AutoCAD .dwg drawing file.

Schedule:

- i. Deliverables could be furnished within 5 weeks of contracted notice to proceed.
NOTE: A more aggressive schedule may be available

Fees:

The fees for the scope of services as described above will be on a fixed fee basis. Additional services requested and approved by the Client not described herein will be billed as a Contract Addendum.

<u>FEES</u>	<u>\$39,200</u>
1. Topographic Survey	
2. Monument Recovery	

<u>EXPENSES</u>	<u>invoiced at cost plus 10%</u>
A. Plotting and Shipping (if hard copies requested)	

If this proposal is acceptable to you, please sign a copy of this letter and return it to us as our notice to proceed. Signing this document is a promise to pay for services as outlined above, and acknowledgment of our enclosed terms and conditions. I appreciate the opportunity to provide this proposal for your consideration. If you have any questions or concerns, please feel free to call me at the phone number listed above.

Sincerely,

Chris Sherby, PLS – Principal

S&F Land Services

_____ (Date Accepted)

_____ (Signature)

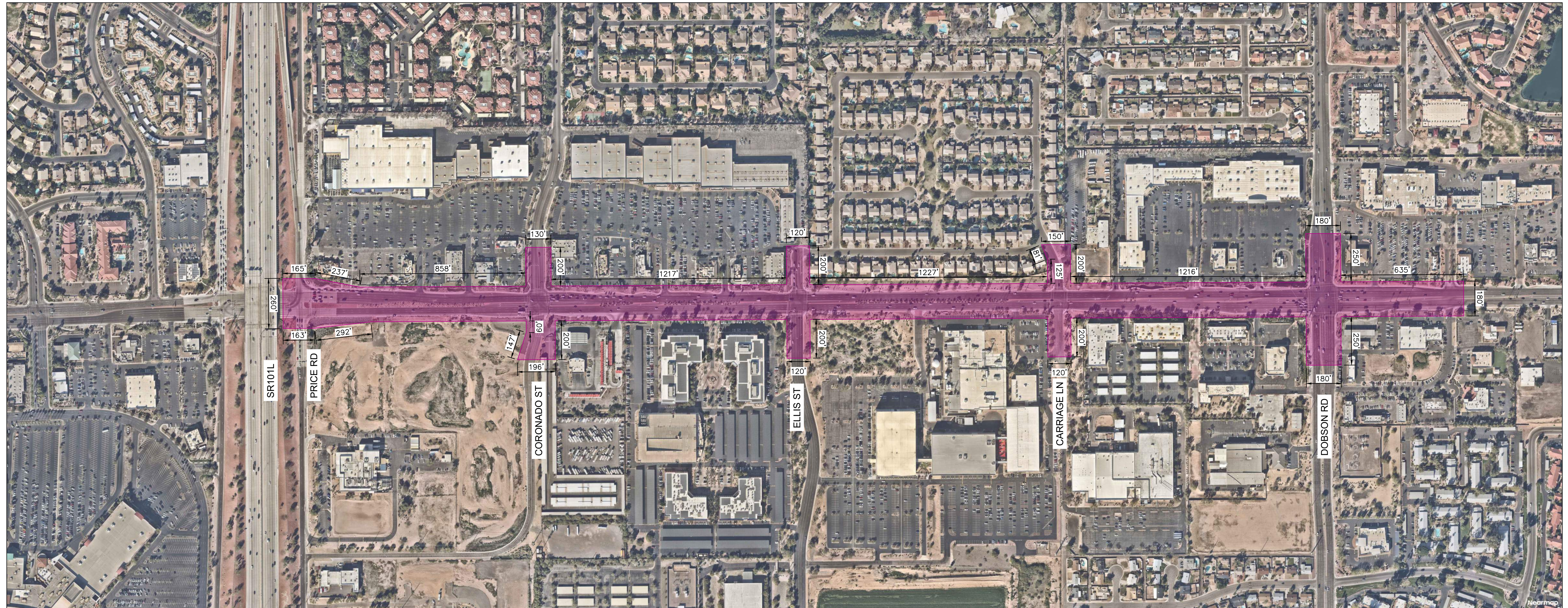
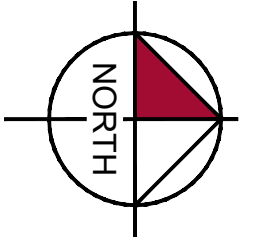
_____ (Name)

_____ (Title)

Exhibit A

CHANDLER BLVD
PRICE RD TO DOBSON RD
SURVEY LIMITS

GRAPHIC SCALE IN FEET
0 125 250 500
4/15/26



ATTACHMENT C

Geotechnical Ninyo & Moore

May 6, 2026
Proposal No. 12PHX02-07288

Mr. Chris Woolery, PE
Kimley-Horn
7740 North 16th Street, Suite 300
Phoenix, Arizona 85020

Subject: Proposal to Provide Geotechnical Engineering Services
Chandler Boulevard (Price Road to Dobson Road)
Preservation Improvements
Chandler, Arizona
City of Chandler Project No. ST2604.201
Federal Project No. CHN-0(257)D
ADOT Project No. T0720 03D

Dear Mr. Woolery:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office. It outlines our scope of services, project assumptions, anticipated schedule, and estimated fee for this phase of work.

SITE/PROJECT DESCRIPTION

Chandler Boulevard is currently a six-lane arterial roadway that provides three lanes of traffic in each direction, separated by a raised median with protected left turn pockets. Chandler Boulevard supports commuting traffic to and from the Loop 101 Price Freeway, as well as local traffic associated with homes and businesses between the Loop 101 Price Freeway and Dobson Road. This project will repave and/or rehabilitate 1-mile of Chandler Boulevard between Price Road and Dobson Road. Additionally, the project intent will make American with Disabilities Act (ADA) improvements on sidewalks, curb ramps and driveways. In addition to roadway preservation and ADA improvements, the project corridor includes water utility infrastructure that may be improved. A preliminary utility study will be needed to assess the feasibility of replacing the two existing 12-inch water mains with either a single 16-inch water main or two new 12-inch water mains, including impacts to service and lateral reconnections, traffic control requirements, and construction phasing needs. New underground utilities associated with this project (if needed) are assumed to extend 15 or less feet deep.

SCOPE OF SERVICES

The scope of services we will perform for the project are summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project area.
- Obtain City of Chandler permission to conduct the field work.
- Conduct a field trip to the site for geologic reconnaissance.
- Conduct a site visit to select and mark out the proposed exploration locations.
- Arrange for appropriate traffic control services to be implemented during our field work activities.
- Contact Arizona 811 to evaluate underground utility locations prior to our field work.
- Core the existing pavement at 12 locations using an electronic core machine. The recovered pavement cores will be measured, photo-documented and evaluated for pavement rehabilitation purposes.
- Perform a geotechnical exploration consisting of drilling, logging, and sampling of six exploratory borings to depths up to 15 feet below ground surface. The borings will be spaced about 1,000 feet apart, logged by a Ninyo & Moore employee and advanced with a truck-mounted drill rig using hollow-stem augers (HSAs).
- Collect soil samples in the borings for laboratory testing and analysis. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. Bulk samples will also be placed in large plastic bags. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Backfill the boreholes with drilling spoils and patch the surface of the cored holes with asphalt cold patch material.
- Perform laboratory testing that will evaluate the on-site soil's index, strength, and chemical characteristics.
- Prepare a geotechnical report for the project alignments that will include logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
 - Site vicinity map and boring location map;
 - Description of work scope, laboratory, and field procedures;
 - Encountered subsurface soil and groundwater conditions;
 - Geologic hazards;
 - Excavation characteristics of on-site soils;
 - Temporary soil sloping guidelines;

- Temporary vertical shoring guidelines;
- Bedding;
- Backfilling;
- Earthwork factors;
- Potential for re-use of on-site soils;
- Rehabilitated pavement structural section;
- New pavement structural section; and
- Discussion of soil corrosivity to steel and concrete.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- Our work will not need to follow Arizona Department of Transportation design and reporting guidelines.
- The field work will be performed during daytime hours.
- Field percolation testing is included as an allowance, if needed.
- The work can be accomplished using HSA operating at a normal rate of penetration.
- If auger refusal is encountered, we will terminate the drilling and notify your office.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

We are prepared to initiate this project immediately and could begin the field work within about four weeks after received right-of-entry permission and the fieldwork should be finished within two days. We anticipate issuing our report within about six weeks after the field work is finished. Preliminary geotechnical recommendations can be provided about one week after the field work is done.

ESTIMATED FEE

We propose to perform the work scope described above for an estimated fee of \$29,000. The estimated fee is based on the scope of services presented above and our understanding of the project. We will notify you if any additional services or charges are appropriate. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/tlp

Attachment: Work Authorization and Agreement

ATTACHMENT D
Cultural Resources
Desert Archaeology



DESERT ARCHAEOLOGY, INC.

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

Sarah Herr, Ph.D.

President

William H. Doelle, Ph.D.

Vice President

Project Name: Chandler Blvd. - Price Rd. to Dobson Rd.

Project Sponsor: City of Chandler

ADOT Project No.: T0720 01C

City of Chandler Project No. ST2604.201

Federal Project No. CHN-0(257)D

Scope of Work for Cultural Resources Services

Desert Archaeology is pleased to present this scope and fee proposal for cultural resources support to the City of Chandler as subconsultant to Kimley Horn. The City of Chandler, through ADOT, is planning federally funded (Arterial Rehabilitation and Reconstruction Program (ARRP)) improvements to Chandler Boulevard in Sections 25 and 36, Township 1 South, Range 4 East, and Sections 29, 30, 31, 32, Township 1 South, Range 5 East. The project is a federal undertaking subject to conditions of the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act, which provides the compliance framework for treatment of affected cultural resources under NEPA.

The City and ADOT propose to rehabilitate the roadway pavement and install ADA improvements within sidewalks, curbs and driveways on Chandler Blvd. between Price Road and Dobson Road. The APE for this project includes the roadway of Chandler Boulevard and extends between 190 and 250 feet to the north and south at the following cross-streets: N. Coronado St., S. Ellis St., N. 94th St., and N. Dobson St. No new ADOT Right-of-way (ROW) is needed to complete the project; however, some new temporary construction easements (TCE) are required. The project may include updating street lights and traffic signals, geotechnical boring, landscape and irrigation adjustments and updates to signage that may involve ground disturbance. However, all work will take place within the existing roadway prism.

The project's location is on City of Chandler and private lands. A review of AZSite's Map Application viewer indicates that no archaeological sites are known within the APE, though multiple canals are present and several historic structures are within the viewshed. The Project Environmental Data Sheet (PEDS), dated November 13, 2025, mentions the prehistoric Howard Canal, which can be seen on AZSite in the Howard Canal Maps map layer, at the west end of the APE. Several segments of Muertos system Classic Hohokam canals (as seen in the LSRV Hohokam Canals map layer) also intersect the APE, as well as four historic (see BOR 1902-1903 layer) canals. The project APE has been previously surveyed, but not within the past 20 years. Following current AZ SHPO and Federal guidelines, it is recommended that the project area be resurveyed.

Desert Archaeology will provide the City with cultural resources support in the form of meetings and coordination, a records search, Class III survey and report, mapping, and consultation

support. It is anticipated that multiple avoidance and/or mitigation commitments may be needed for the project to move forward.

Tasks

1. Desert Archaeology will attend project meetings, coordinate with the Historic Preservation Specialist for guidance, and with Kimley Horn's design team to communicate compliance recommendations and attain avoidance commitments. This task will be performed as needed throughout the length of the project.
2. Desert Archaeology will conduct a records search of known cultural resources within the Area of Potential Effects (APE) and a defined buffer zone (0.5-mile perimeter around the APE). Relevant information related to previous projects and known archaeological sites in the vicinity of the APE will be gathered from a variety of sources, including the HPT portal, AZSITE, General Land Office (GLO) records and historic USGS topographical quadrangle maps, historic aerial photographs, the Arizona Register of Historic Places (ARHP), the National Register of Historic Places (NRHP), and relevant reports for past projects conducted in and adjacent to the project area. We will evaluate the adequacy and degree of coverage of reports for past projects conducted in and adjacent to the APE to confirm the requirement of a Class III survey within the APE.
3. Desert Archaeology will conduct a Class III of the project area, if determined necessary following the records search and consultation with the City. The results will be reported in a format approved by the City, ADOT, ASM, and SHPO. The report will be sent to the aforementioned parties for review and all comments addressed.
4. Desert Archaeology will provide up to 40 hours of mapping support by reviewing design plans and producing project figures and maps, as needed.
5. Desert Archaeology will facilitate Section 106 consultation through preparation of draft consultation letters and other tasks as needed. This task may include several rounds of revisions to the Class III report and/or letters.

Exclusions:

The proposal does not include site flagging for avoidance or cultural resources monitoring.

Project Cost

Project costs are outlined in the attached derivation sheet. This budget assumes travel to and from the project location.

Schedule

Desert Archaeology will attend meetings and coordinate with the THE CITY OF CHANDLER HPT and design team (Task 1) as needed. Desert Archaeology can begin the records review (Task 2) within two weeks of receiving notice to proceed. Survey/Report Preparation (Task 3) will be conducted within four weeks of the completion of the records search. Figures and tables (Task 4) will be produced by our Mapping department, as needed. Up to 60 hours of consultation support (Task 5) will be ongoing throughout the project, as needed.



Lindsay Doyle
Projects Manager

5/13/2026

Date



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

Project Name: Chandler Blvd: Price Rd to Dobson Rd
Sponsor: City of Chandler
ADOT TRACS No: T0720 01C
Contract Type: Not to Exceed
Date: 5/12/2026

	Meetings/Coordination	Records Search	Class III Survey	Report Preparation	Mapping	Consultation Support	
DIRECT LABOR RATES							
<u>Classification</u>							<u>Hours</u>
Cultural Principal Investigator	4	0	0	0	0	0	4
Environmental Coordinator/Program Manager	0	0	0	8	0	0	8
Archaeologist-Sr.	8	0	8	20	0	44	80
GIS Analyst/Technician-Sr.	0	0	0	0	12	0	12
GIS Analyst/Technician	0	2	0	0	28	0	30
Cultural Resource/Archaeological Technician	0	4	0	0	0	0	4
Total Direct Labor							138



Firm: Desert Archaeology, Inc.

Address: 3975 N. Tucson Blvd., Tucson, AZ

Phone: 520-881-2244

Project Name: Chandler Blvd: Price Rd to Dobson Rd

Project Sponsor: City of Chandler

ADOT TRACS No: T0720 01C

Contract Type: Not to Exceed

Date: 5/13/2026

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR RATES

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Cultural Principal Investigator	4.00	\$128.04	\$512.16
Environmental Coordinator/Program Manager	8.00	\$95.04	\$760.32
Archaeologist-Sr.	80.00	\$108.24	\$8,659.20
Archaeologist	0.00	\$96.36	\$0.00
Associate Archaeologist	0.00	\$84.48	\$0.00
GIS Analyst/Technician-Sr.	12.00	\$110.88	\$1,330.56
GIS Analyst/Technician	30.00	\$96.36	\$2,890.80
Cultural Resource/ Archaeological Technician	4.00	\$68.64	\$274.56

Direct Labor Subtotal:

\$14,428

DIRECT EXPENSES

<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Lodging - Per ADOT Travel Policy	0.00	\$160.00
Meals - Per ADOT Travel Policy	0.00	\$86.00
Mileage - Per ADOT Travel Policy	194.00	\$0.73

Direct Expenses Subtotal:

\$140.65

Total Lump Sum Costs:

\$14,568.25

DBE Certification

Yes

Sarah Herr

5/13/2026

Sarah Herr

Date

President

ATTACHMENT E
Asbestos/Lead Based Paint
NEC



May 8, 2026

Jennifer Simpkins
Kimley-Horn
1661 East Camelback Road, Suite 400
Phoenix, AZ 85016

City of Chandler Project No.: ST2604.201
ADOT TRACS NO.: T0720 01C
Federal ID.: CHN-0(257)D
Project Name: Chandler Blvd: Price Rd to Dobson Rd

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

Dear Ms. Simpkins:

Newton Environmental Consulting, LLC (NEC) is pleased to submit for your consideration our Scope-of-Services and Cost-Estimate for the completion of a Hazardous Materials Sampling (HMS) report for lead-based paint (LBP) and asbestos containing material (ACM) for this City of Chandler and Arizona Department of Transportation (ADOT) project. This roadway rehabilitation project is along Chandler Boulevard between Price Road and Dobson Road in Maricopa County, Arizona. The project is anticipated to be within the transportation ROW.

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

Sincerely,

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

Angela Newton Principal

Attachments: Cost Derivation Sheets



NEC SCOPE-OF-SERVICES

Chandler Blvd: Price Road to Dobson Road

The scope of work includes the design of roadway rehabilitation and ADA improvements on Chandler Blvd between Price Road and Dobson Road. This project will repave one mile of Chandler Boulevard between Price Road and Dobson Road. Additionally, the project intent will make American with Disabilities Act (ADA) improvements on sidewalks, curb ramps and driveways. The Project will conduct a Project Assessment including Road Safety Assessment (RSA) and will implement feasible outcomes. The design and construction will use Arterial Rehabilitation and Reconstruction Program (ARRP) Federal funds. The project may include the following scope items:

- Update Street Lights
- Update existing signals
- Provide for Intelligent Transportation Systems
- Geotechnical Subsurface Exploration, Laboratory Testing, and Report
- Adjust existing Landscaping and Irrigation as needed
- Update Signing and Striping

NEC assumes the number of ACM and LBP samples are based on information provided by KHA and current Google Earth imagery. NEC will not conduct a Preliminary Initial Site Assessment for this project. We understand that all work will take place in existing ROW. State and Vicinity Maps, as well as scope of work (SOW) will be provided by KHA.

TASKS DESCRIPTIONS

1. Project Management

- Scheduling and billing services.

2. Coordination

- Coordination with Kimley-Horn, City of Chandler, and ADOT.

3. Hazardous Materials

- Pre- and post-field activities including COC preparation, lab drop off, and equipment clean-up. Pre- and post-field operations.
- Conduct a site visit to review the project limits and collect samples for the ACM and LBP analysis.

4. Report

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

Chandler Project No. ST2604.201
ADOT Project No. T0720 01C
Project Name: Chandler Blvd: Price Rd to Dobson Rd
Federal Aid No.: CHN-0(257)D

May 8, 2026

NEC Project No.: 2026-KH_T0720

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR

<u>Classification</u>	<u>Labor Hours</u>	<u>Average</u>	<u>Labor Cost</u>
Project Manager - Sr.	10	\$186.64	\$1,866.40
Environmental Planner/Scientist, Sr.	39	\$142.43	\$5,554.77
Administrative	2	\$76.38	\$152.76
Total Hours:	51	Total Labor Cost:	\$7,573.93

OTHER DIRECT COSTS

(Listed by item at estimated actual cost - NO MARKUP)			
Mileage (Fiberquant Lab)			\$35.51
Auto Rental (Standard Pick-Up)			\$162.80
Auto Rental (fuel)			\$9.56
Meals (full day)			\$0.00
Lab Testing			\$594.00
Total Other Direct Costs:			\$888.87

TOTAL COST: \$8,462.80



Angela Newton
Principal

5/8/26

Date

Chandler Project No. ST2604.201

ADOT Project No. T0720 01C

Project Name: Chandler Blvd: Price Rd to Dobson Rd

Federal Aid No.: CHN-0(257)D

May 8, 2026

NEC Project No.: 2026-KH_T0720

TASK NO.	TASK DESCRIPTION	Project Manager - Sr.	Environmental Planner/Scientist, Sr.	Administrative	Task Hour
		\$186.64	\$142.43	\$76.38	
	100- PROJECT MANAGEMENT				
1	Scheduling and billing services. Project supervision and close-out.	4	8	2	14
	200- COORDINATION				
2	Coordination with Kimley-Horn and ADOT.	3	3		6
	300- HAZARDOUS MATERIALS				
3	Pre- and post-field activities including COC preparation, lab drop off, and equipment clean-up.		8		8
	Travel to and from project site and lab. (2-person team)		3		3
	Site visit including sampling. (2-person team)		8		8
	400- SAMPLING REPORT				
4	Prepare and submit a draft sampling report for the internal team to review.	2	8		10
	Address comments per internal team review and revise the sampling report for final submittal.	1	1		2
Total Hours		10	39	2	51

Are you a loyalty member?

Sign in to earn points and speed through the form below.

Rental Details

Dates & Times

Edit

Mon, Jan 15, 2024 @ 12:00 PM

Tue, Jan 16, 2024 @ 12:00 PM

Pick-up & Return Location

Edit

Scottsdale Greenway Loop
16275 N Greenway Hayden Loop
Scottsdale, AZ 85260

Additional Details

Edit

Renter Age: 25+
Corporate Account Number: -

Standard Pickup

Chevrolet Colorado or similar
Automatic



Vehicle

Edit

Time & Distance 1 Day(s) @ \$ 139.98 / Day
Unlimited Mileage

\$ 139.98*
Included

Extras

Add

Personal Effects Coverage	>
Refueling Service	>
Roadside Protection	>
Supplemental Liability Protection	>

Save Time At The Counter

Provide more rental details and **spend less time at the counter.**

- You won't be charged right now
- You can cancel at any time
- It should only take a couple of minutes

Would you like to save time at the counter?

- ☐ Yes, I'd like to save time
- ☐ No, I'll provide my information at the counter

Complete Your Booking

You will be charged when you pick up your rental.

\$162.80

Drive 52.7 miles, 1 hr 3 min





Angie Newton
Newton Environmental Consulting, LLC

1/22/2026

Dear Ms. Newton

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Breu', written in a cursive style.

Michael Breu
Technical Manager
Fiberquant Analytical Services

ATTACHMENT F
Signing/Pavement Marking
CA Group



May 21, 2026

Chris Woorley

Kimley-Horn

1661 East Camelback Road, Suite 400

Phoenix, AZ 85016

Subject: *Scope and Fee for Chandler Boulevard Preservation Improvements project #*
ST2604.201; CHN-0(257)D; T0720 03D.

Dear Mr. Woorley,

We thank you for the opportunity to be a part of the Chandler Blvd improvements project. Attached please find the scope and fee breakdown for performing the following task:

1. Pavement marking and signing design and plan production; update to the specifications as required, pertaining to pavement marking and Signing design (\$ 58,450).

The requested fee for performing this task is **\$ 58, 450**. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sriram Bala', is positioned above the printed name.

Sriram Bala, PE

702-279-5423



a. Task 1: Pavement Marking and Signing Plans

1. CA Group to develop preliminary pavement marking and signing plans for this project at the 30% plan stage. CA Group to finalize the traffic signing and pavement marking plans at the 60% plan stage. Subsequent submittals include 95%, 100% and bid set. The pavement marking and signing design Plans shall be produced at 1" = 40' scale and shall include the following sheets:
 - i. General pavement marking notes sheet (including pavement marking quantities) (1 sheet)
 - ii. General signing summary, notes, and index (1 sheet)
 - iii. Pavement marking and signing plan sheets < 5 sheets>
2. The existing sign inventory to be provided by Kimley-Horn.
3. CA Group will assist with the cost estimates, specifications for the necessary pavement marking and signing bid items.
4. CA Group will attend review meetings at each stage of the submittal.

Task 1 - Pavement Marking and Signing Plans

Hours and Rates



		PM	Sr. Engr./QC	PE/Prof	Engr / Designer	Tech	Admin	< PROJECT ROLE
		\$ 300.00	\$ 260.00	\$ 210.00	\$ 160.00	\$ 150.00	\$ 120.00	< HOURLY RATES
TASK DESCRIPTION								TOTAL HOURS PER TASK
Task 1.a Programming & Schematic Design (30%)		4	2	6	10	20	0	42
1.a.1	Prepare CAD Base Plans	2	2	5	8	20	0	37
1.a.2	Prepare 30% SD & ROM Cost Estimate	1	0	1	2	0	0	4
1.a.3	Attend Review Meeting	1	0	0	0	0	0	1
Task 1.b Design Development (60%)		12	12	16	28	48	0	116
1.b.1	Prepare 60% CAD Base Plans	2	3	4	12	24	0	45
1.b.2	Prepare 60% Plans & Outline Specs	8	8	8	12	24	0	60
1.b.3	Cordinate 60% Cost Estimate	1	1	3	4	0	0	9
1.b.4	Attend Review Meeting	1	0	1	0	0	0	2
Task 1.c Construction Documents (95% & 100%)		16	8	31	33	52	6	146
1.c.1	Prepare 95% CAD Base Drwgs	0	0	4	8	20	0	32
1.c.2	Prepare 95% Plans & Draft Tech Specs	4	4	8	12	20	0	48
1.c.3	Cordinate 95% Cost Estimate	1	1	2	4	0	0	8
1.c.4	Attend 95% Review Meeting	1	0	1	0	0	0	2
1.c.5	Prepare 100% Plans & Final Tech Specs	4	2	8	8	12	0	34
1.c.6	100% Deliverables, Plan Review & Permit	4	0	6	0	0	6	16
1.c.7	Attend 100% Review Meeting	1	0	0	0	0	0	1
1.c.8	100% Engineer's Cost Estimate	1	1	2	1	0	0	5
Task 1.d Contractor Coordination / Bidding		2	0	4	0	0	4	10
1.d.1	Coordinate & Issue Bid Documents	2	0	4	0	0	4	10
Total Labor Hours for Task 1		34	22	57	71	120	10	314
Total Labor Cost for Task 1		\$ 10,200	\$ 5,720	\$ 11,970	\$ 11,360	\$ 18,000	\$ 1,200	\$ 58,450

EXHIBIT "F"
FEDERAL REQUIREMENTS

FEDERAL CONTRACT DOCUMENTS

FOR

PROFESSIONAL SERVICES

DBE Goal 0% – Race Neutral

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

FEDERAL DOCUMENTS

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TABLE OF CONTENTS

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2.0	City SOQ Proposal Certifications Form
3.0	Lobby Certification Form
4.0	Federal Requirements
5.0	Verifications Statement
6.0	Forced Labor of Ethnic Uyghurs Ban Certification Form
7.0	Prompt Pay Provisions
8.0	Title VI Assurance, Appendix A and E
9.0	Records Retention
10.0	Federal Immigration and Nationality Act
11.0	Buy America / Build America-Buy America Requirements
11.1	Buy America / BABA Final Rule Waiver Guide-Project Specific
11.2	Buy America / BABA Data FHWA Requirements
12.0	DBE EPrise
13.0	DBE Documents
13.1	DBE Documents Instructions / Guide
13.2	ADOT On-Line Bidders-Proposers List
14.0	Payment Requests
14.1	Pay Application Request Form
14.2	Subconsultant Summary Form
15.0	Subconsultant / Subcontract Requirements

1.0

CA AGENCY CONSULTANT REQUIREMENTS

1.0 CONSULTANT REQUIREMENTS FOR SOQ SUBMITTAL

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

1.1 REQUIRED LICENSURE AND REGISTRATION

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

1.2 PRE-QUALIFICATION

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

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

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

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

1.3 AUDIT & ANALYSIS REQUIREMENTS

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

<https://azdot.gov/about/audit-and-analysis>

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

The items outlined above represent the information needed to begin the audit review process. Additional information and supporting documentation may be requested. Failure to comply with audit requirements within the established timeframes may be considered failed negotiations. Questions regarding ADOT's audit requirements or related information must be directed to ADOT A&A at (602) 712-7042.

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

1.4 STATE OF ARIZONA LOCAL OFFICE REQUIREMENTS

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

1.5 NOT ALLOWED IN SOQ SUBITTAL

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

1.6 BIDDERS-PROPOSERS LIST EMAIL VERIFICATION

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

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

2.0

SOQ CERTIFICATION FORM



CITY OF CHANDLER
SOQ PROPOSAL CERTIFICATION FORM

CONSULTANT NAME: Kimley-Horn and Associates, Inc.

PROJECT NAME	Chandler Boulevard (Price Road to Dobson Road) Preservation Improvements				
CITY PROJECT NO	ST2604.201	FEDERAL NO	CHN-0(257)D	ADOT NO	T0720 03D

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

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

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

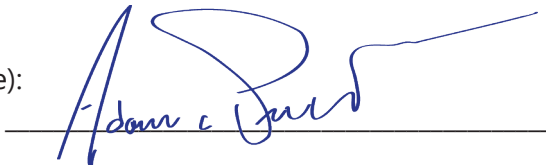
11. Due to the project having federal aid funds, the Consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full and fair opportunity to submit proposals/bids in response to this invitation and shall not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

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

Name (Print): Adam Perillo, PLA

Title: Senior Vice President

Name (Signature):

A handwritten signature in blue ink, appearing to read "Adam Perillo", is written over a horizontal line.

Date: 3/17/2026

3.0

LOBBY CERTIFICATION FORM

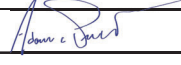
DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☒ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: Kimley-Horn and Associates, Inc. 1661 E. Camelback Rd, Suite 400 Phoenix, AZ 85016 Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: Adam Perillo, PLA Title: Sr. Vice President Telephone No.: 602.944.5500 Date: 3/17/2026		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

4.0

FEDERAL REQUIREMENTS

PROFESSIONAL SERVICES FEDERAL REQUIREMENTS SUMMARY/GUIDE

1. CA Agency Requirements
 - a. The City of Chandler has strict federal requirements to maintain the federal funds.
 - b. Reoccurring Federal Requirement Discrepancies without correction may result in contract termination.
2. 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.
3. 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.
4. Title VI
 - a. Must adhere to Title VI Compliance - related topics: No Discrimination.
 - b. Citizen complaints related to Title VI must be handed over to the City of Chandler Federal Compliance.
5. Buy America AND Build America-Buy America
 - a. Requirements apply to this contract/project and must follow requirements. Please see the Buy America section.
6. Prompt Pay & Payment Reporting in DOORs
 - a. Payments to 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 Consultant.
 - b. All Consultants and Subconsultants for this contract must be registered and have a current up to date profile in ADOT DOORs Payment Reporting System. This includes "Users" and Users' contact information. This system sends out auto notifications.
 - c. Monthly reporting of payment made/received is a requirement by Consultant and all Subconsultants.
 - d. Payment Reporting includes: verify payments, amounts, Prime to Subconsultant paid within seven (7) days from receiving payment from the City, Prime payments to Subconsultants within seven (7) days of receipt of payment.
 - e. There are penalties for 1) non-reporting, and, 2) non-payment.
7. 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.
8. Documentation Requirements
 - a. All documents, emails, reports, invoices, back up documents to pay applications MUST have the Project Name and Project Numbers (City, Federal, ADOT).
9. 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. Expenses submitted must be for the same working month as the Prime's pay application.
 - e. Prime will include Subconsultants' invoices for the same work period as the Prime's pay application,
 - f. Pay Application will include the City provided Subconsultant Payment Summary Form with each pay application.
 - g. 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).
10. DBE Subconsultants / Subcontracts
 - a. No DBE Subconsultant Subcontract can be deleted, cancelled, reduced, or terminated without the required process which includes notification to the City. The City will then provide instructions, forms, and the process.
11. Documents/Files Retention Requirements for this Project-Contract
 - a. Federal required retention is to maintain contract documentation for three (3) years from contract completion.

5.0

VERIFICATION STATEMENT



CITY OF CHANDLER
SOQ PROPOSAL CERTIFICATION FORM

CONSULTANT NAME: Kimley-Horn and Associates, Inc.

PROJECT NAME	Chandler Boulevard (Price Road to Dobson Road) Preservation Improvements				
CITY PROJECT NO	ST2604.201	FEDERAL NO	CHN-0(257)D	ADOT NO	T0720 03D

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

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

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

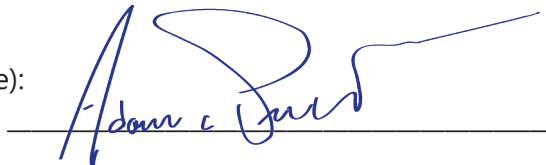
11. Due to the project having federal aid funds, the Consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full and fair opportunity to submit proposals/bids in response to this invitation and shall not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

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

Name (Print): Adam Perillo, PLA

Title: Senior Vice President

Name (Signature):

A handwritten signature in blue ink, appearing to read "Adam Perillo", is written over a horizontal line.

Date: 3/17/2026

6.0

FORCED LABOR OF ETHNIC UYGHURS

CERTIFICATION FORM



FORCED LABOR OF ETHNIC UYGHURS BAN Certification Form

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Consultant, then the Offeror shall select the "Exempt Consultant" option below:

- Consultant is a sole proprietorship;
- Consultant has fewer than ten (10) employees; OR
- Consultant is a non-profit organization.

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.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select **one** of the following:

☒	The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: • 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; or • 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.
☐	The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
☐	Exempt Consultant. Indicate which of the following statements applies to this Consultant (may be more than one): ☐ D Consultant is a sole proprietorship; ☐ Consultant has fewer than ten (10) employees; and/or ☐ Consultant is a non-profit organization.

Kimley-Horn and Associates, Inc.

Company Name

1661 E. Camelback Road, Suite 400

Address

Phoenix

AZ 85016

City

State

Zip

Signature of Person Authorized to Sign

Adam Perillo, PLA

Printed Name

Senior Vice President

Title

7.0

PROMPT PAY PROVISION

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

**** FOR USE ON LPA FEDERAL AID PROJECTS ****

(07/24/2023)

MEASUREMENTS AND PAYMENT:

(A) Partial Payments:

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

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

The contractor shall pay to the contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment the respective amounts allowed the contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest.

No contract for construction services may materially alter the rights of any contractor, subcontractor, or material supplier to receive prompt and timely payment.

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

(B) No Retainage on Progress Payments:

- (1) This is a federally-funded project. Therefore, notwithstanding A.R.S. § 34-221, the LPA/Subrecipient Procurement Office will not withhold retainage from progress payments. Neither the contractor, nor the subcontractor of any tier, may withhold any retainage on progress payments to subcontractors or suppliers of any tier.
- (2) This provision does not prevent the LPA/Subrecipient Procurement Office from withholding retainage or reducing payments where otherwise provided in the contract. These cases may include, but are not limited to:
 - (a) Delayed work;
 - (b) Work that is not satisfactorily performed; or
 - (c) A failure to submit necessary reports, certifications, or documents to the LPA/Subrecipient Procurement Office.

(C) Subcontractor Payments:

(1) No Retainage:

- (a) This is a federally-funded project. Therefore, notwithstanding A.R.S. § 34-221, neither the contractor, nor the subcontractor of any tier, may withhold any retainage on progress payments to subcontractors or suppliers of any tier.
- (b) Pursuant to Subsection (B)(2) of this Specification, the contract does not prevent the LPA/Subrecipient Procurement Office from withholding retainage or reducing payments where otherwise provided in the contract. These cases may include, but are not limited to:
 - (i) Delayed work;
 - (ii) Work that is not satisfactorily performed; or
 - (iii) A failure to submit necessary reports, certifications, or documents to the LPA/Subrecipient Procurement Office.
- (c) When the LPA/Subrecipient Procurement Office withholds retainage or reduces payments under Subsection (B)(2) of this Specification, the contractor may withhold retainage on progress payments to subcontractors or suppliers of any tier. However, the contractor may only withhold a reasonable amount of retainage.
- (d) For the purpose of this section, a “reasonable amount” of retainage is based on the subcontractor’s involvement or the supplier’s involvement in the cause for the LPA/Subrecipient Procurement Office’s reduction of payment. The final amount retained from all subcontractors and suppliers shall not be higher than the amount retained by the LPA/Subrecipient. However, tier subcontracts shall include provisions that comply with this section.

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

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

(3) Partial Payment:

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

(4) Final Payment:

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

(5) Payment Reporting:

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

The requirements of this subsection apply to all Reportable Contracts.

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

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

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

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

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

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

(a) Sanctions for Inadequate Reporting:

For each month that the contractor fails to submit timely and complete payment information the LPA/Subrecipient Procurement Office will retain \$5,000 as sanctions from the monies due to the contractor. After 90 consecutive days of non-reporting, the sanctions will increase to \$10,000 for each subsequent month which the contractor fails to report until the information is provided. These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(6) Completion of Work:

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

(7) Disputes:

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

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

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

tier, in order to determine whether prompt payment requirements are met.

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

(8) Non-compliance:

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

- (a) Sanctions: These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract.
 - (i) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.
 - (iii) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as sanctions.
- (b) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the LPA/Subrecipient Procurement Office may, in addition, invoke the following remedies:
 - (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the sanctions described in paragraph (a) above,
 - (ii) Terminate the contract for default,
 - (iii) Disqualify the contractor from future bidding, temporarily or
 - (iv) permanently, depending on the number and severity of violations, if applicable.

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

8.0

TITLE VI

City of Chandler
Title VI / Non-Discrimination Assurances
DOT Order No 1950.2A

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

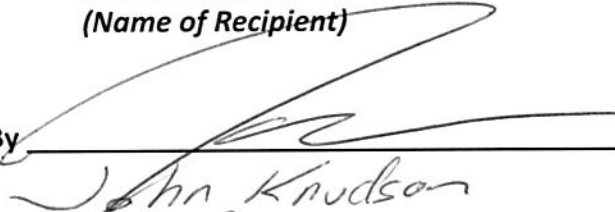
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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

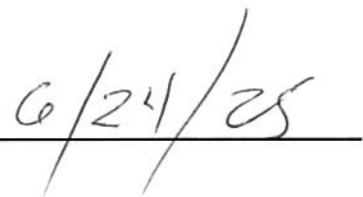
The **City of Chandler** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation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

City of Chandler
(Name of Recipient)

By


John Knudson
Public Works & Utilities Director

DATED


6/24/25

APPENDIX A

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

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the City of Chandler will accept title to the lands and maintain the project constructed thereon in accordance with *Title 23*, United States Code the Regulations for the Administration of *Federal Aid for Highways*, and the policies and procedures prescribed by the *Arizona Department of Transportation*, *Federal Highway Administration* and the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252;42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Chandler all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City of Chandler and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Chandler, its successors and assigns.

The City of Chandler, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will 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 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and]* (2) that the City of Chandler will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **City of Chandler** to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the **City of Chandler** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, The City of Chandler will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **City of Chandler** and its assigns*.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the City of Chandler pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the City of Chandler will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the City of Chandler will there upon revert to and vest in and become the absolute property of the City of Chandler and its assigns.*

Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

9.0

RECORDS RETENTION

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

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

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

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

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

10.0

FEDERAL IMMIGRATION

AND

NATIONALITY ACT

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

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

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

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

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

11.0

BUY AMERICA / BABA REQUIREMENTS



BUY AMERICA THE FINAL RULE, THE WAIVER, THE 55%, THE DATE DEADLINES

Project Name:	Chandler Blvd, Price Rd to Dobson Rd Preservation Improvements	Design Federal Funds Obligation Date:	02-05-2026
Project Numbers:	ST2604-201 / CHN0257D / T072003D	Item No Below To Follow:	2
Agency Rep:	Janece Ray, Sr. Federal Compliance Oversight		

****IMPORTANT:** The Buy America and BABA requirements action and process is for the construction phase but design must adhere to these requirements for design purpose. The requirements can change based on Construction Federal Funds Obligated Date and therefore, the requirements that are active now can possibly change from Item 2 currently, to Item 3 (shown below).

03/17/2025: FHWA FINAL RULE SIGNED - This has deadline phases for the Buy America Requirements.

The Final Rule amends FHWA's Buy America regulation to terminate FHWA's general waiver for manufactured products and establish Buy America requirements for manufactured products with respect to Federal-aid highway projects. The standards for applying Buy America to manufactured products are generally consistent with the Office of Management and Budget's (OMB) guidance implementing the Build America, Buy America Act (BABA) provisions of the infrastructure investment and Jobs Act (also known as the Bipartisan Infrastructure Law (BIL)).

Item No below to be marked by Agency with applicable requirement (X=Applicable, na=Not Applicable)				
	1	10/01/2025 Before this date	Federal funds officially obligated to Agency before this date.	Waiver is in effect
X JRay	2	10/01/2025 On and after this date (and before 10/01/2026)	Federal funds officially obligated to the Agency.	Final Assembly requirements
	3	10/01/2026 On and after this date	Federal funds officially obligated to Agency from this date forward.	All manufactured products permanently incorporated into the project must meet both the Final Assembly requirement and the 55% requirement .

DEFINITIONS / DETAILS

IRON/STEEL REQUIREMENTS:

FHWA is required, by statute, to ensure that all projects funded under Title 23 of the United States Code, use only steel, iron, and manufactured products that are produced in the United States. 23 U.S.C. 313, FHWA refers to these requirements as “Buy America” requirements. FHWA's Buy America requirement for manufactured products mandates that all such products used on Federal aid projects must be ‘produced in the United States.’. 23 U.S.C. 313 The Buy America requirements for manufactured products has existed in some form since the enactment of the Surface Transportation Assistance Act of 1978.

THE WAIVER

In 1983 following the passage of the 1982 STAA, FHWA determined that it would be in the public interest to waive the Buy America requirements for manufactured products, with that waiver known as the “Manufactured Products General Waiver”. Under the Manufactured Products General Waiver, manufactured products that were permanently incorporated into Federal-aid projects did not need to be produced domestically (in the US) apart from predominantly iron or steel components of manufactured products. The ‘waiver’ does not apply to Iron and Steel.

:

FINAL ASSEMBLY – effective 10/01/2025:

Defined as an article, material, or supply that has been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. **IF, however, an article, materials, or supply meets this definition BUT Could also be classified as an iron or steel product, excluded material, or other product category as specified by law or in 2 CFR part 184, that article, materials, or supply is not a manufactured product.

FINAL RULE AND THE 55 PERCENT REQUIREMENT – effective 10/01/2026

Through this rule, FHWA is establishing specific dates on which the Manufactured Products General Waiver will be terminated and is amending its Buy America regulation at 23 CFR 635.410 to establish standards regarding Buy America requirements that will apply to manufactured products on Federal aid projects. These standards are substantially similar to those established by OMG that apply to manufactured products subject to “BABA”. This means that to be considered “Produced in the United States”, and therefore Buy America-compliant, manufactured products must be manufactured in the United States (“final assembly requirement” and have greater than 55% of the manufactured products components by cost, be mined, produced, or manufactured in the United States.

ON OR AFTER 10-01-2025 (AND BEFORE 10/01/2026)

FHWA requirement that the final assembly requirement will become effective for Federal aid projects obligated on or after 10-01-2025.

ON OR AFTER 10/01/2026

All manufactured products permanently incorporated into the project must both be manufactured in the United States and have the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States be greater than 55percent of the total cost of all components of the manufactured product.

Reference:

Federal Highway Administration
Federal Register / Buy America Requirements
Title 23 U.S.C.
OMB (Office of Management and Budgets)
Surface Transportation Assistance Act of 1978 (1978 STAA) and Act of 1982 (1982 STAA)
Public Law 95-599 (1978)
Public Law 97-424 (1983)
48 FR 1946 (Jan 17, 1983)
48 FR 63099 (Nov 25, 1983)
2 CFR Part 184
NPRM (Notice of Proposed Rulemaking – a formal announcement by a U.S. Federal Agency)

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

<https://www.federalregister.gov/documents/2025/01/14/2024-31350/buy-america-requirements-for-manufactured-products>

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

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

A. REGULATIONS

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

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

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

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

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

B. PROCEDURE FOR MATERIAL CERTIFICATION REQUIREMENTS – CITY OF CHANDLER

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

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

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

ADOT SPECIFICATION – BUILD AMERICA BUY AMERICA (106CMATLS, 10-20-22)

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

106.17 Construction Materials

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

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

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall

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

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

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

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

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

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

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

ADDITIONAL INFORMATION FOR THE BUILD AMERICA, BUY AMERICA ACT

Bipartisan Infrastructure Law – Build America, Buy America Act

Questions and Answers

Updated 2/1/2023

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

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

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

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

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

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

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

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

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

Contact

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

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

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

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

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

6. What is a construction material?

According to preliminary guidance in OMB Memorandum M-22-11, "construction materials" includes an article, material, or supply — other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives — that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

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

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

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

12.0

DBE EPRISE

FOR DBE GOAL 0% RACE NEUTRAL

PROFESSIONAL SERVICES DBE PROVISIONS

(PROJECT SPECIFIC - CONTRACTS)
FOR USE ON LPA/SUBRECIPIENT FEDERAL AID PROJECTS WITHOUT DBE GOALS

(LPA PS EPRISE, 10/24/2025)

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 Code of Federal Regulations Part 26 (49 CFR Part 26), as revised by the USDOT DBE Interim Final Rule (IFR) issued October 3, 2025 (hereinafter referred to as IFR). The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26, as revised by the IFR.

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

- (A) To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- (B) To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
- (C) To ensure that the DBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;
- (D) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- (E) To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
- (F) To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
- (G) To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

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

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

2.0 Assurances of Non-Discrimination:

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

- (A) Withholding monthly progress payments;
- (B) Assessing sanctions;
- (C) Liquidated damages;
- (D) Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible;
- (E) Cancellation, termination, or suspension of the Contract, in whole or in part.

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

3.0 Definitions:

- (A) **Commercially Useful Function (CUF):** Commercially Useful Function is defined in 49 CFR 26.55. That definition is incorporated herein by reference.
- (B) **Disadvantaged Business Enterprise (DBE):** A DBE, as defined in 49 CFR Part 26.5, is a for-profit small business concern which meets both of the following requirements:
 - (1) Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged; and,
 - (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- (C) **NAICS Code:** The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
- (D) **Non-DBE:** any firm that is not a DBE.
- (E) **DBE-Conscious (DC):** a measure or program that is focused specifically on assisting only DBEs.
- (F) **DBE-Neutral (DN):** a measure or program that is, or can be, used to assist all small businesses.
- (G) **Small Business Concern (SBC):** a business that meets all of the following conditions:
 - (1) Operates as a for-profit business;

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

(I) Socially and Economically Disadvantaged Individuals: Socially and Economically Disadvantaged Individuals is defined in 49 CFR Part 26.5, as revised by the IFR. That definition is incorporated here.

- (1) Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on an individual basis.
- (2) A determination that an individual is socially and economically disadvantaged must not be based in whole or in part on race or sex. For that reason, all applicants shall qualify as socially and economically disadvantaged if they can demonstrate that they can meet the relevant criteria described in 49 CFR Part 26.67.
- (3) Being born in a particular country does not, standing alone, mean that a person is necessarily socially and economically disadvantaged

4.0 Working with DBEs:

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

Arizona Department of Transportation
Business Engagement and Compliance Office
1801 W. Jefferson St, Suite 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
Email: lpacontractorcompliance@azdot.gov
Website : <https://azdot.gov/business/business-engagement-and-compliance>

4.01 Business Development Program

The Department has established the Business Development Program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The Department is committed to providing new, emerging, developmental and transitional DBEs with general and firm-specific training and technical assistance. The Department intends for this assistance to aid DBEs to become competitive within the heavy highway and construction industry market places. In particular, the Department's DBE Supportive Services Program (DBE/SS) is designed to work in collaboration with stakeholder organizations (including departments and agencies of State and Federal Governments, small business organizations, tribal governments, profit and nonprofit corporations) to help DBEs to successfully compete for highway construction projects and become self-sufficient. The program provides educational opportunities for DBEs regarding current market conditions, federal regulatory compliance, and best business practices. These efforts are reinforced with one-on-one business counseling for DBEs certified in areas that directly support Federal-aid highway projects, small group workshops, conferences, business expositions, regular in-person training opportunities, and regular virtual training opportunities. For guidance regarding this program, refer to the Business Development Program Guidelines available on the BECO website at <https://azdot.gov/business/business-engagement-and-compliance/dbe-supportive-services/business-development-program/disadvantaged-business-enterprise-dbe-program/dbe>.

The Business Development Program is intended to increase legitimate DBE activities. The program operates in conformity with the Federal DBE rules and regulations. The Department's DBE/SS participants may not circumvent the Federal DBE rules or regulations.

5.0 Applicability:

During the transition period, the IFR provides that until the Arizona Unified Certification Program (UCP) completes the recertification process, the Department may not 1) set any DBE contract goals or 2) count any participation towards its overall DBE goal.

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

The DBE provisions are applicable to all consultants.

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

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

Application Submission. Applications for Disadvantaged Business Enterprise (DBE) certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://utracs.azdot.gov/Home/>.

Implementation of Revised Federal Standards. Effective October 3, 2025, all certification applications and renewals shall be reviewed and processed in accordance with the 49 CFR Part 26 as revised by the IFR. The revised rule modifies certification standards, documentation, and evidentiary requirements applicable to determinations of social and economic disadvantage, business size, ownership, and control.

Transition Period. During the transition period in which the Department and participating UCP agencies are updating internal procedures and the AZ UTRACS system to implement the revised rule, certification applications may continue to be submitted through the existing online platform. Applicants submitting applications during this period may be required to furnish additional or supplemental documentation consistent with the revised certification criteria upon system update or upon request by the certifying agency.

All applicants, whether filing initial or renewal applications, shall comply with any new or amended federal documentation requirements that become effective under 49 CFR Part 26 as revised by the IFR, including but not limited to personal narrative statements, financial disclosures, and supporting affidavits required to demonstrate eligibility under the revised standards.

The Department is a member of the AZ Unified Certification Program (AZUCP). During the transition period, the list of firms listed in AZ UTRACS were certified prior to October 3, 2025, not in accordance with the IFR, and therefore do not count for DBE credit, unless otherwise noted in AZ UTRACS. The list indicates contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, the Department does not guarantee the

accuracy and/or completeness of this information, nor does the Department represent that any licenses or registrations are appropriate for the work to be done.

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

6.02 SBC Registration:

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

While the SBC component of the DBE program does not require utilization of goals on projects, The Department and the LPA/Subrecipient strongly encourages consultants to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement in accordance with the IFR. However, SBCs that are not DBEs will not be counted toward the DBE participation.

SBCs can register online at the AZ UTRACS website at <http://utracs.azdot.gov/Home/>.

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

7.0 DBE Financial Institutions:

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

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

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

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

10.0 Consultant and Subconsultant Requirements:

10.01 General:

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

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

10.02 Blank:

11.0 DBE Goal:

During the transition period, the IFR provides that until the UCP completes the recertification process, the Department may not 1) set any DBE contract goals or 2) count any participation towards its overall DBE goal. The Department will not be counting any DBE conscious or DBE neutral efforts towards its overall DBE goal during this transitional period.

The Department has not established contract goals for DBE participation in this contract.

Consultants are still encouraged to employ reasonable means to obtain DBE neutral efforts. Consultants must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only DBE neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

All prime consultants, subconsultants, and DBEs listed in the SOQ and included on this contract or added to this contract shall:

- (1) register in AZ UTRACS, and
- (2) maintain their profile with current and accurate firm information. Proposers may verify that their firm and each subconsultant is registered using the AZ UTRACS website.

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

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

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

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

13.0 Payment Reporting:

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

14.0 Crediting DBE Participation:

14.01 General Requirements:

During the transition period, the IFR provides that until the UCP completes the recertification process, the Department may not count any participation towards its overall DBE goal. This applies to both DBE conscious and DBE neutral efforts.

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

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

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

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

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

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

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

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

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

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

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

14.02 Effect of Loss of DBE Eligibility:

If a DBE or a DBE prime consultant is deemed ineligible, decertified, or suspended by the Department in accordance with 49 CFR Part 26.87 and 49 CFR Part 26.88, the following provisions shall apply:

- (A) If a DBE firm loses its DBE eligibility because the DBE firm was acquired by a non- DBE firm, no work performed by the DBE firm after the Decision Date will be counted toward DBE participation.
- (B) If a subcontract, contract, or supplier arrangement has been executed before the Decision Date, no work performed by the DBE firm will be counted toward DBE participation.
- (C) If neither paragraph (A) nor paragraph (B) above applies, the work performed by the DBE firm after the Decision Date will be counted toward DBE participation.
- (D) If the consultant extends or adds work to the DBE firm's subcontract, that work will not be counted toward the DBE goal unless the consultant has obtained prior approval from the LPA/Subrecipient, with BECO concurrence for DBE credit. Any requests to extend or add work to the DBE firm's subcontract to count towards the DBE goal shall be submitted using the request form, made available on BECO's website at <https://azdot.gov/business/business-engagement-and-compliance/lpasubrecipient/contract-forms-specs>, to extend Decertified DBE contract for DBE credit.
- (E) The LPA/Subrecipient, with BECO concurrence will consent to such DBE credit only if the added work is within the foreseeable range of added work, given the circumstances of the original DBE contract.
- (F) For the purposes of this subsection, "Decision Date" means the date the Department notifies the DBE that it has become ineligible, decertified, or suspended under 49 CFR Part 26.87(c)(4), (g).

14.03 Notifying the Consultant of DBE Certification Status:

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

14.04 Police Officers:

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

14.05 Commercially Useful Function:

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

In conformity with 49 CFR Part 26.55(c), a DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the

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

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

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

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

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

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

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

15.0 Required Provisions for DBE Subcontracts:

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

Consultants executing agreements with subconsultants, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements,

through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the LPA/Subrecipient and ADOT deem appropriate as outlined in DBE Subsection 2.0.

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

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

The Consultant shall provide electronic copies of signed subcontract agreements for all DBE Subconsultants listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in Section 3.0 and 4.0 of the Contract. Each agreement and required attachment shall be dated and signed by the Subconsultant in order for the subcontract to be considered valid.

The Consultant shall be in breach of this Contract if the Consultant materially modifies the Federal Regulations and State statutes in its subcontract agreements terms and conditions with its Subconsultants. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the LPA/Subrecipient and the Department.

16.0 Contract Performance:

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

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

17.0 Certification of Final DBE Payments:

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

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

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

18.0 False, Fraudulent, or Dishonest Conduct:

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

13.0

DBE

FORMS/DOCUMENTS

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:

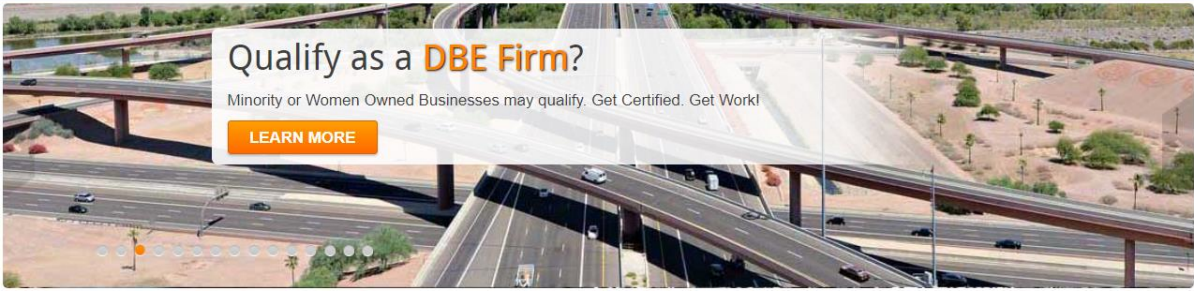
Call us: 602.712.8000 | Email: AZUTRACS-Support@azdot.gov



Arizona's Transportation Business Portal

[Search \(DBE\) Firm Directory](#) | [Log in](#)

[Home](#)
[Register / Renew](#)
[Contract Compliance](#)
[Tools / Resources](#)



Qualify as a DBE Firm?

Minority or Women Owned Businesses may qualify. Get Certified. Get Work!

[LEARN MORE](#)



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\(APP\)](#)



Arizona's Transportation Business Portal

[Search \(DBE\) Firm Directory](#) | [Log in](#)

[Home](#)
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[Contract Compliance](#)
[Tools / Resources](#)

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.

From: ADOT Business Engagement and Compliance Office <AZUTRACS-Support@azdot.gov>

Sent: Tuesday, March 17, 2026 8:17 AM

To: Alvarez, Melissa <melissa.alvarez@kimley-horn.com>

Cc: contractorcompliance@azdot.gov

Subject: Bidders List for Kimley-Horn and Associates, Inc.

Kimley-Horn and Associates, Inc., AZUTRACS Number: [10608](#) has submitted a Bidder/Proposer list for **T072003D** on 03/17/2026 at 8:16 AM MST (UTC - 07:00).

Bidders/Proposers for this firm include:

Firm Name	Address	Age of Firm	Annual Gross Receipts	DBE Status	NAICS Codes
C A Group Arizona, Inc.	8433 North Black Canyon Hwy. Phoenix, AZ 85201	10+ years	\$10 million to \$50 million	Non-DBE	541330
Ninyo & Moore Geotechnical and Environmental Sciences Consultants	3202 East Harbour Drive Phoenix, AZ 85034	10+ years	\$50 million to \$100 million	Non-DBE	10775

14.0

PAY REQUESTS



PROFESSIONAL SERVICES AGREEMENT APPLICATION AND CERTIFICATION FOR

PAYMENT # _____

Check if FINAL payment: ☐

**Official City of Chandler
Use Only**

Date Rec'd: _____

Record ID: _____

Date Recorded: _____

Project Name: _____

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

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

Total Time Elapsed: _____ %

Consultant Information:

Name: _____ Invoice #: _____

Remit to Address: _____

Contact Name: _____ Phone: _____ Email Address: _____

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

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

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

1. Original Contract Price: \$ 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: _____ %

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

Consultant	
Project Name	
Project Numbers	
Month	

[illegible]

15.0

SUBCONSULTANT SUBCONTRACTS REQUIREMENTS

SUBCONSULTANT FEDERAL REQUIREMENTS

Listed below are requirements for working on a federal funded contract. Subconsultant will be provided with the same document with a signature block – which is required to be signed and submitted with Subcontract and SARF (Subconsultant Approval Request Form) and Subcontract, to be reviewed for approval to work on this federal funded contract.

Requirements for Working on this Federal Funded Contract:

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. City of Chandler is a CA Agency and reports monthly.
 - c. This reporting is due by the Prime by the 10th and the Subconsultants by the 30th of each month.
 - d. As long as subcontract is open and work is not complete, this reporting also includes you report/verify for \$0 payments.
 - e. Consultant/Subconsultant WILL NOT upload any documents into this system for this project.
7. Subconsultant understands that all documents, emails, reports, invoices MUST have the Project Name and Project Numbers (City, Federal, ADOT). Ask your Prime Consultant if you do not have this information.
8. Invoicing: Federal funded contracts require **by calendar month** for all work occurred in that given calendar month.
 - a. Subconsultant must submit invoices to Prime monthly, no later than the 5th working day of the following month, if work occurred.
 - b. If an expense has been missed and needs to be added to the following month, FHWA requires that an explanation be added to that document explaining why it was not included in the previous month related to the payment and work period. (FHWA does not allow this on an on-going basis, please keep to minimum cases).
9. 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.
10. Subcontract includes Prompt Pay Provision, Title VI Assurance, Title VI Appendix A, Title VI Appendix E, Records Retention, Federal Immigration & Nationality Act, Buy America Requirements, Federal Compliance Acknowledgement.
11. Consultant cannot have debarments from working on a federal funded contract. (FHWA & 23 CFR 630.112(4) and 2 CFR 180)
12. Consultant cannot have unresolved federal tax liens. (FHWA & 23 CFR 630.112(4) and 2 CFR 180)
13. Consultant must use E-Verify for employment processes. This is an FHWA requirement to work on a federal funded contract.
14. If Consultant's work in Arizona requires an ROC license, the company must have an ROC license to work on a federal funded contract.
15. Forced Labor of Ethnic Uyghurs Ban: To work on a federal funded contract, the form provided must be signed and submitted with subcontract and SARF for review and approval. The 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.
16. Forms required to be submitted, reviewed and approved:
 - a. SARF (Subconsultant Approval Request Form) – the form must be filled out completely.
 - b. Subconsultant Federal Requirements Acknowledgement (this same document, with a signature line).
 - c. Verification Statement: Verifies No Outstanding Federal Tax Liens, No Debarments, and uses E-Verify for employment.
 - d. Forced Labor Ethnic Uyghurs Form
 - e. Subcontract must have project name, project numbers, contact information (address, telephone) for all parties, i.e. Prime, Subconsultant, and Lower Tier Subconsultant if applicable.

END OF FEDERAL DOCUMENTS SECTION