



**PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT SERVICES**

**KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATHS
CITY PROJECT NO.: TP2202.451; FEDERAL NO.: CHN-0(252)D; ADOT NO.: T0387-01C**

Council Date: August 13, 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 Dibble CM LLC, a Delaware company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide construction management services for Kyrene Branch and Highline Canal Shared Use Paths 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 700 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 \$689,574 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: Jason Garcia, Construction Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3453 Email: Jason.Garcia@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Dibble CM LLC	
	Mailing Address:	3020 East Camelback Road, Suite 201 Phoenix, AZ 85016	
	Physical Address:	3020 East Camelback Road, Suite 201 Phoenix, AZ 85016	
	Statutory Agent Name:	CT Corporation System	
	Statutory Agent Mailing Address:	3800 North Central Avenue, Suite 460 Phoenix, AZ 85012	
	Statutory Agent Physical Address:	3800 North Central Avenue, Suite 460 Phoenix, AZ 85012	
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Roger Teske	
	Title:	Vice President	
	Phone:	602-448-4981	
	Email:	rteske@dibblecm.com	

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant

agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

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

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

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses

(including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify 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"
DIBBLE CM LLC

Mayor

Roger Teske July 17, 2026
Signature Date

RECOMMENDED BY:

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

Roger Teske
Print Name

Vice President Sr. Resident Engineer
Title
rteske@dibblecm.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney *JMB*

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



June 30, 2026

City of Chandler

Attn: Mr. Jason Garcia
Construction Project Manager
Public Works and Utilities
Capital Projects Division

Re: Project No. TP2202.451 / CHN-0(25)D / T038701C
Kyrene Branch and Highline Canal Shared Use Paths
Construction Management and Inspection Services Proposal

Dear Mr. Garcia,

Dibble CM is pleased to submit our construction management and inspection services proposal for this project. This proposal is based on a 450-calendar day duration from NTP to final completion. Following is a summary of the services we will provide:

Pre-Construction Activities

- Attend pre-con meeting.

Construction Administration Activities

- Monitor job progress and document quantities of work completed.
- Review the contractor's pay requests and make recommendations to the city.
- Monitor the Contractor's progress in relation to the approved project schedule. Notify the Contractor and City of any deviations from the approved schedule which may cause a delay to the scheduled completion date. Request schedule recovery plans and revised schedules when needed, to show progress in conformance with contract requirements. Review and provide comments to schedule updates submitted by the Contractor.
- Evaluate Contractor requests for extra cost work, or construction contract time extensions and make recommendations to the City regarding approval or rejection. Prepare Request for proposals and "Contract Contingency Allowance" approval documents for processing and provide a current allowance usage log at all construction progress meetings.
- Conduct progress meetings to review the current schedule and work progress and to facilitate resolution of construction issues. Prepare minutes of the meetings and distribute to the attendees and project stakeholders.
- Maintain files and documentation of all information related to the project including correspondence, submittals, RFIs, inspection reports, test reports, pay applications, progress schedules, meeting minutes, change orders, and job photos.
- Federal compliance administration including first level certified payroll review, collecting material certifications and "Buy America" requirements.



Construction Inspection Activities

- Provide construction inspection and surveillance of the contractor's work.
- Measure and document pay quantities.
- Monitor Contractor's Quality Control field testing, review materials test reports, and notify the Contractor of deficiencies in the work as indicated in the tests and reports.
- Coordinate QA testing of the Contractor's work as required with the Quality Assurance material testing firm.
- Observe and document unforeseen conditions, changed conditions, and extra work activities performed by the contractor.
- Conduct employee interviews, track task classifications and equipment.

Dibble CM appreciates this opportunity. Please let me know if you have any questions or comments regarding this proposal.

Respectfully,

A handwritten signature in blue ink, appearing to read "Roger Teske".

Roger Teske
Vice President, Senior Resident Engineer
Dibble CM

All services are provided as T & M Not-To-Exceed Total Proposal. Only actual hours for services provided will be billed.

- Unit Prices are all-inclusive. No additional charges for mileage or other incidental expenses.

EXHIBIT "A"

CONSTRUCTION MANAGEMENT

SCOPE OF SERVICES

Kyrene Branch and Highline Canal Shared Use Paths

CITY PROJECT NO. TP2202.401

FEDERAL PROJECT NO. CHN-0(252)D

ADOT PROJECT NO. T0387 01C

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

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

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

- i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes **56** weekly meetings will be held.

B. Task 2.2 CPM Schedule

- i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
- ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to city regarding those tasks. Consultant assumes **13** reviews of updated CPM schedule.

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

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

D. Task 2.4 Shop Drawing Submittals

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

E. Task 2.5 Requests for Proposal (RFP)

- i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFPs. Consultant assumes **10** RFPs.

F. Task 2.6 Field Directives (FD's)

- i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FDs. Consultant assumes **10** FD's.

G. Task 2.7 Contractor Payment Applications

- i. Consultant must review and evaluate Contractor monthly payment applications.
 1. Review payment applications and verify everything on the CM services checklist is completed. Consultant assumes a maximum of **15** payment applications, with **2** reviews each.
 - a. CPM Schedule is updated
 - b. Photos are uploaded
 - c. CM services Quantity Report matches contractor's request
 - d. Allowance draws are recorded
 - e. Time and Materials requests have proper backup
 - f. Payments are made to the agreed lump sum schedule
 - g. Submit checklist to the City of Chandler
 2. Review contractor's red lines are up to date
 3. Verifying last month's payment application is accurately shown.
 4. Recommendations will be based on consultant's knowledge, information, and belief, and will state whether in consultant's opinion, contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check contractor's work have been exhaustive, extended to every aspect of contractor's work, or have involved detailed inspections.

3. CONSTRUCTION ADMINISTRATION

A. Task 3.1 Federal Compliance Administration

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

B. Task 3.2 Federal Compliance Administrative Support

- i. Consultant must provide administrative support to City staff for federal reporting requirements. Consultant assumes **1** administrative assistant **8** hours per week for the duration of the project.
 1. Documenting/logging subcontractor onsite
 2. Reviewing certified payrolls

3. General federal compliance support

4. CONSTRUCTION INSPECTION

A. Task 4.1 Inspection Services

- i. Consultant must provide construction inspections to verify materials and installations conform to construction documents and current Advisory Circulars; prepare **daily** inspection reports documenting Contractor construction activities and progress during field inspection visits with associated pictures and descriptions; and perform intermittent erosion control inspections. Consultant assumes **1** inspector full time **40** hours per week for the duration of the project.

B. Task 4.2 Project Closeout

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

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

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

B. Task 5.2 Material Certifications

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

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

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

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

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

**EXHIBIT “B”
COMPENSATION AND FEES**



EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE
TP2202.451 / CHN-0(25)D / T038701C
Kyrene Branch and Highline Canal Shared Use Paths
(NOT TO EXCEED FEE)

Task	Description	Cost
2	CONSTRUCTION MANAGEMENT	
2.1	Weekly Construction Meetings, Site Meeting, Stakeholder Meetings	\$ 96,760.00
2.2	CPM Schedule	\$ 7,720.00
2.3	Requests for Information (RFI)	\$ 8,440.00
2.4	Shop Drawing Submittals	\$ 8,440.00
2.5	Requests for Proposal (RFP)	\$ 6,330.00
2.6	Field Directive (FD)	\$ 6,330.00
2.7	Contractor Payment Applications	\$ 11,302.00
2.8	Utility Coordination	\$ 8,440.00
SUBTOTAL TASK 2:		\$ 153,762.00
3	CONSTRUCTION ADMINISTRATION	
3.1	Federal Compliance Administration	\$ 45,280.00
SUBTOTAL TASK 3:		\$ 45,280.00
4	CONSTRUCTION INSPECTION	
4.1	Inspection Services 2240 Hours	\$ 324,800.00
4.2	Project Closeout	\$ 11,816.00
SUBTOTAL TASK 4:		\$ 336,616.00

5 MATERIALS TESTING		
5.1	QA Test Program	\$ 75,000.00
5.2	Material Certifications	\$ 6,240.00
5.3	IA Testing Program	\$ 5,000.00
SUBTOTAL TASK 5:		\$ 86,240.00
6 RECORD DRAWINGS		
6.1	Record Drawings	\$ 3,376.00
SUBTOTAL TASK 6:		\$ 3,376.00
SUBCONSULTANTS		
MakPro		\$ 44,300.00
		\$ -
		\$ -
		\$ -
SUBTOTAL SUBCONSULTANTS:		\$ 44,300.00
ALLOWANCES		
Direct Expense Allowance		\$ -
Owner's Allowance		\$ 20,000.00
SUBTOTAL ALLOWANCES:		\$ 20,000.00
PROJECT TOTAL:		\$ 689,574.00

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

EXHIBIT "D"

SPECIAL CONDITIONS

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

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

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

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

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.



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

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

June 22, 2026

Mr. Roger Teske
Dibble CM
3020 E. Camelback Rd., Suite 201
Phoenix, AZ 85016

Dear Roger:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal and cost estimate for public outreach services during construction for the City of Chandler's Kyrene Branch & Highline Canal Shared Use Path Project (TP2202.451 CHN-0252D T038701C). Public outreach is an important element in projects such as this that take place near or through residential communities and provides a link between the project and the community it impacts, and it will be important to continue our communications from planning and design into construction. Many times, this small link is all that is needed to help a project run more smoothly.

There are a variety of public outreach tools which can be used to establish appropriate communication with the effected stakeholders of a project. The services included in this scope and fee are based on my experience with the City of Chandler on similar current and previous projects, and previous experience during planning and design for this project. This estimate is based on an estimated 64-week construction schedule. In addition, the public outreach services have been categorized into tasks; however, adjusting one task may require adjustment of other tasks as there are economies of scale and efficiencies embedded in the cost estimate.

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

Task 1: Pre-Construction, Partnering, Project Progress Meetings & Team Communication

MakPro will prepare for and attend the pre-construction meeting and weekly progress meetings during construction (64 weeks ~ 65 meetings), as well as participate in ongoing team communications throughout the project.

Mr. Roger Teske, Dibble CM

June 22, 2026

Public Outreach Services – Kyrene Branch & Highline Canal Shared Use Path Construction

Task 2: Public Meetings and Stakeholder/Resident Meetings

MakPro will plan, prepare for and attend two public meetings, both to be conducted on the same day at different times to accommodate nearby residents and businesses, for which one notice will be provided. In addition, MakPro will assist in coordinating and attend, as needed, meetings with residents related to any localized impacts, etc.

Task 3: Community Construction Notices & Communications

Prior to start of construction, MakPro shall develop, print, coordinate and mail one printed pre-construction notice to project area stakeholders, and property owners directly adjacent to the work area. As this is a federal project, collateral will be provided in English, Spanish and Mandarin languages. It is expected there may be additional notifications for access restrictions or night work, so this estimate includes one additional mailer to accommodate that effort.

MakPro will assist the construction management team with resident coordination, as needed, for HOA common areas or properties directly along the alignment who may be more directly impacted by the work effort. Reimbursable expenses for postage and printing of pre-construction notices are included as part of this estimate. Based on our previous experience in planning and design for this project, this would be properties between Kyrene Rd and the UPRR tracks, 1/2-mile north and south of Ray Rd (for Kyrene Branch Canal SUP), and properties north and south of Orchid Ln, west of Priest Dr, with approx. 1,200 addresses total.

Task 4: Project Communications

- *Project Webpage:* MakPro shall maintain the existing project webpage on chandleraz.gov, which is capable of multi-lingual information, and includes information related to project planning and design, and will include upcoming scheduled construction activities. The page will be updated with current information on a regular basis.
- *Project E-Updates:* MakPro shall prepare regular e-updates, about every 2-3 weeks or to convey significant project milestones, with upcoming construction schedule information and maintain a distribution list of those interested in the project.
- *Hotline:* MakPro shall maintain a 24-hour bilingual project hotline to respond to inquiries or complaints, maintain a call log and coordinate with the project team to respond to inquiries or comments.

Mr. Roger Teske, Dibble CM

June 22, 2026

Public Outreach Services – Kyrene Branch & Highline Canal Shared Use Path Construction

Provided below are the estimated hours for each task, as well as printing, postage, and translator costs:

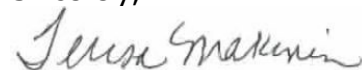
Activity	Principal Hrs (\$120/hr)	Associate Hrs (\$100/hr)	Total
Public Outreach Services			
Task 1: Pre-construction, Partnering & Progress Meetings	80	30	\$12,600
Task 2: Public / Stakeholder Meetings	20	15	\$3,900
Task 3: Community Construction Notices & Communications	55	35	\$10,100
Task 4: Project Communications (Hotline: 17 mos @ \$300/mo)	40	20	\$6,800 \$5,100
Sub Total	195	100	\$38,500
Printing/Distribution Cost (2 mailings at approx. 1,200 pieces each)			\$5,200
Translator Cost			\$600
Grand Total			\$44,300

The total cost for public outreach services as identified above and **based on a 64-week project schedule should not exceed \$44,300.00, which includes a \$5,800 estimate for printing, distribution and translation costs.** This cost estimate assumes a labor rate of \$120/hour for principal and \$100/hour for associate hours. The project hotline is billed at \$300/mo for availability 24/7, and scheduled progress meetings are assumed to be virtual, and have a one-hour minimum. Also, this estimate incorporates efficiencies from one task/activity to another, so removal of an activity may require an adjustment of hours in other activities.

This proposal assumes any displays, exhibits, engineering designs or details, required for public meetings or information will be provided by the owner, the design engineer, construction manager, or contractor. MakPro is not responsible for documenting existing property conditions, project signage, traffic signage, or distribution of direct door hanger notifications related to the project or its impacts (e.g., water service disruptions or access restrictions) which may be required for the contractor's work. Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to work with DibbleCM and the City of Chandler on this project. Should you have questions or need additional information related to this proposal, please feel free to contact me at (480) 890-1927.

Sincerely,



Teresa Makinen

Ninyo & Moore Rev 7.8.26

Table 1 - Breakdown of Estimated Fee, Kyrene Branch and Highline Canal Shared Path QA**Field Services**

Field Technician - Earthwork	200 hours	@	\$	65.00 /hour	\$	13,000.00
Field Technician - Concrete	350 hours	@	\$	65.00 /hour	\$	22,750.00
Field Technician - Asphalt	4 hours	@	\$	65.00 /hour	\$	260.00
Subtotal						\$ 36,010.00

Laboratory Testing - Costs Included in Laboratory Technician Hours

Proctor Density	5 tests	@	\$	175.00 /test	\$	875.00
Gradation	5 tests	@	\$	150.00 /test	\$	750.00
Atteberg Limits	5 tests	@	\$	110.00 /test	\$	550.00
Asphalt Marshall Bulk Density	1 tests	@	\$	125.00 /test	\$	125.00
Maximum Theoretical Specific Gravity (Rice)	1 tests	@	\$	135.00 /test	\$	135.00
Asphalt Content/Gradation	1 tests	@	\$	200.00 /test	\$	200.00
Concrete Cylinders Compressive Strength	485 tests	@	\$	25.00 /test	\$	12,125.00
Subtotal						\$ 14,760.00

Reimbursables

Field Vehicle	554 hours	@	\$	15.00 /hour	\$	8,310.00
Equipment	554 hours	@	\$	15.00 /hour	\$	8,310.00
Subtotal						\$ 16,620.00

Project Management and Data Processing

Project Engineer	55 hours	@	\$	115.00 /hour	\$	6,325.00
Data Processor	25 hours	@	\$	50.00 /hour	\$	1,250.00
Subtotal						\$ 7,575.00

TOTAL ESTIMATED FEE**\$ 74,965.00**

EXHIBIT “F”
FEDERAL REQUIREMENTS

ATTACHMENT 3

FEDERAL SECTION

REQUIREMENTS, DOCUMENTS, FORMS

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.**

SUBMIT WITH SOQ

- 1. SOQ Certification Form**
- 2. Lobby Certification Form**
- 3. Verification Statement**
- 4. Forced Labor Ethnic Uyghurs Form**
- 5. Bidders-Proposers List Email Confirmation**

FEDERAL DOCUMENTS

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TABLE OF CONTENTS

(for Professional Services RFQ/SOQ & Contract with 0% DBE Goal -DBE Race Neutral)

1.0	Requirements of ADOT for the Consultant SOQ Submittal
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: Dibble CM

PROJECT NAME	Kyrene Branch and Highline Canal Shared Use Paths				
CITY PROJECT NO	TP2202.451	FEDERAL NO	CHN-0(252)D	ADOT NO	T038701C

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.

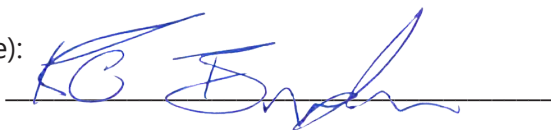
11. Due to the project having federal aid funds, the Consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full and fair opportunity to submit proposals/bids in response to this invitation and shall not 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): KC Brandon

Title: President

Name (Signature):

A handwritten signature in blue ink, appearing to read 'KC Brandon', is written over a horizontal line.

Date: May 14, 2026

3.0

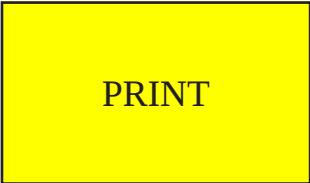
LOBBY CERTIFICATION FORM

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

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: Dibble CM. LLC 3020 E Camelback Rd, STE 201 Phoenix, AZ 85016 Congressional District, if known: 01			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: Federal Highway Administration			7. Federal Program Name/Description: Kyrene Branch and Highline Canal Shared Use Paths 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: <u>KC Brandon</u> Print Name: <u>KC Brandon</u> Title: <u>President</u> Telephone No.: <u>602.957.3936</u> Date: <u>05/14/2026</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



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

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

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

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

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

4.0

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



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

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

This form represents certifying compliance for items listed below:

- a) This company has no outstanding unresolved federal tax liens.
- b) This company has not been suspended or debarred from working on a federal funded contract, does not have a proposed debarment pending, has not been indicted, convicted, or had a civil judgement rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specified by Code of Federal Regulations 49 CFR.
- c) This company uses E-Verify for employment verifications.
- d) This company has a current AZUTracs Registration (<https://utracs.azdot.gov>)
- e) ROC License: To work on a federal funded project, all contractors, subcontractors, consultants, subconsultants must have an ROC license (exception if business type does not require ROC license in Arizona). For bidding process, For Construction, Low Bidder will have 60 days from Bid Opening Day to obtain the required State ROC license. If your business type does not require an ROC License, please write in the box below, "not applicable". If applying for, write in "Pending" or "In Process".
- f) EIN: Must have an Employer Identification Number (EIN) if you are the Prime. For Subcontractors and Subconsultants - you are required only If required by Law / Federal Requirements.
- g) This company agrees to comply with this project's federal requirements for Buy America and Build America-Buy America (BABA).
- h) Forced Labor of Ethnic Uyghurs Ban: This company does not use and agrees not to use during the term of the contract, any Forced Labor of Ethnic Uyghurs in the People's Republic of China; any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and will ensure that all Consultants, Subconsultants, and Suppliers comply with this.

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

Company Name:	Dibble CM
Company AZUTracs No:	10280
Company ROC No: (if applicable)	
EIN:	86-1013996
Name of Person Signing:	KC Brandon
Title of Person Signing:	President
Signature:	
Date of Signature:	04/17/26

6.0

FORCED LABOR OF ETHNIC UYGHURS

CERTIFICATION FORM

FORCED LABOR OF ETHNIC UYGHURS BAN CERTIFICATION FORM FOR CITY OF CHANDLER

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., Company must select one of the three options below. Please initial in the box to the left, the one that applies to your company.

K B	The Company submitting this form 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, • 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 form DOES participate in the use of Forced Uyghurs Labor as described in A.R.S. 35-394 and therefore understands that working on a federal funded contract with the City of Chandler is prohibited.						
	Exempt: This Company submitting this form is exempt based on one or ore of the three items below. Mark an "X" in the applicable items below and you may mark more than one.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="padding: 5px;">Is a sole proprietorship</td> </tr> <tr> <td style="width: 10%;"></td> <td style="padding: 5px;">Has fewer than ten (10) employees</td> </tr> <tr> <td style="width: 10%;"></td> <td style="padding: 5px;">Is a non-profit organization</td> </tr> </table>		Is a sole proprietorship		Has fewer than ten (10) employees		Is a non-profit organization
	Is a sole proprietorship						
	Has fewer than ten (10) employees						
	Is a non-profit organization						

Company Name	Dibble CM
Address	3020 E Camelback Rd, Suite 201, Phoenix, AZ 85016
Printed Name	KC Brandon
Signature	
Date	May 14, 2026



Bidders List for Dibble CM, LLC

From ADOT Business Engagement and Compliance Office <AZUTRACS-Support@azdot.gov>
Date Sat 5/2/2026 3:47 PM
To Jennifer Drury <jdrury@dibblecm.com>
Cc contractorcompliance@azdot.gov <contractorcompliance@azdot.gov>

Dibble CM, LLC, AZUTRACS Number: [10280](#) has submitted a Bidder/Proposer list for **T038703D** on 05/02/2026 at 3:47 PM MST (UTC - 07:00).

Bidders/Proposers for this firm include:

Firm Name	Address	Age of Firm	Annual Gross Receipts	DBE Status	NAICS Codes
Mak Pro Services LLC	2036 N. Gentry Mesa, AZ 85213	10+ years	\$500,000 to \$1 million	DBE	541820
Ninyo & Moore Geotechnical and Environmental Sciences Consultants	3202 East Harbour Drive Phoenix, AZ 85034	10+ years	\$50 million to \$100 million	Non-DBE	541380

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.

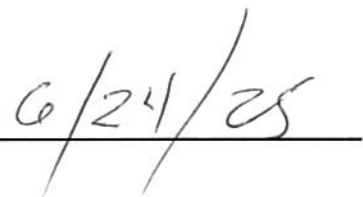
The **City of Chandler** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation 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:	Kyrene Bike Path	Design Federal Funds Obligation Date:	03-30-2026
Project Numbers:	TP2202-451 CHN0252D T038701C	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 J Ray	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>

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>

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<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

DBE DOCUMENTS AND INSTRUCTIONS/GUIDE

Race Neutral – 0% Goal

SUBMIT WITH SOQ:

**Bidders –Proposers List
Email Verification**

**This is an ADOT On Line Submittal Process.
An Email Verification / Confirmation will be
provided to you by the system after you submit.
Save this email verification as a pdf document
and submit with SOQ.**

SUBMIT AT SCOPE & FEE FINALIZATION:

No additional DBE Documents are required during this phase.

***Important Note: At this phase, a packet of all DBE documentation is prepared and submitted to ADOT BECO by City of Chandler. This DBE Packet must be approved by ADOT BECO prior to City of Chandler Council Date for approval of the contract.**

SUBMIT DURING CONTRACT:

No additional DBE Documents are required during this phase.

Important Note Regarding DBE Forms and Requirements:

The Federal DBE System/Process is currently under revision and the City of Chandler must adhere to FHWA requirements. The DBE requirements are identified for each project specifically.

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

Home

Register / Renew

Contract Compliance

Tools / Resources

Search (DBE) Firm Directory | Log in



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

Home

Register / Renew

Contract Compliance

Tools / Resources

Search (DBE) Firm Directory | Log in

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.

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: \$ _____

2. Contract Amendments to Date: \$
3. Adjusted Contract Price (Line 1 + 2): \$
**4. Total Amount Due to Date:
(per attached Payment Schedule)** \$ _____

Work Completed to Date: _____ %

5. Total Previous Certificates for Payment: \$ _____

6. Federal Penalties if Applicable (per City): \$ _____
Deduct Penalties (-) or Credit Reimb (+)
7. Current Payment Due (Line 4 - 5 - or +6): \$

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

Consultant's/Engineer's Certification

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

Authorized Signature

Date

Official City of Chandler Use Only

PO #:

Approved By:

Budget Account #'s:

Project Manager

Date

CIP Supervisor

Date

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

Revised: 4/14/23

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

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