



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP16-168**

1. Agenda Item Number: 13
2. Council Meeting Date: March 31, 2016

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: March 7, 2016
4. Requesting Department: Transportation & Development

5. SUBJECT: Professional Services Contract award to Kimley-Horn and Associates, Inc., for Chandler Heights Road Improvements, Arizona Avenue to McQueen Road

6. RECOMMENDATION: Staff recommends City Council award a Professional Services Contract to Kimley-Horn and Associates, Inc., for Design Consultant Services for Chandler Heights Road Improvements, Arizona Avenue to McQueen Road, Contract No. ST1502.201, in an amount not to exceed \$974,546.

7. BACKGROUND/DISCUSSION: This project is to improve Chandler Heights Road from approximately two (2) blocks west of Arizona Avenue to McQueen Road. Chandler Heights Road will be improved to four (4) traffic lanes. Portions of this roadway are currently being constructed by private developers. This project will complete the half street areas with raised medians, bike lanes, turn lanes, sidewalks, curbs, gutters, street lighting, traffic signals, traffic signal interconnect, storm drainage, landscaping and irrigation, right-of-way acquisition, and utility relocations. Additionally, this project will add or extend public systems to outside the new roadway to provide water, sewer, and reclaimed lines to all undeveloped parcels. The project will include coordination with Union Pacific Railroad and Arizona Corporation Commission for widening the roadway at the railroad crossing to the ultimate six-lane configuration. This project will also include design and coordination with Salt River Project Irrigation for their Consolidated Canal structure widening to the ultimate six-lane configuration.

This project was originally approved by the City Council on March 26, 2015, utilizing local funds. Subsequent to the original approval, the City received federal funds for this project. As such, staff did not execute the original contract and re-advertised the project per federal guidelines.

8. EVALUATION PROCESS: On November 12, 2015, staff received Statements of Qualifications from two (2) firms for Design Consultant Services. On November 20, 2015, the Consultant was selected in accordance with state law. Staff reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and determined they are reasonable. Project completion is 300 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$974,546
Savings:
Long Term Costs:
Fund Source:

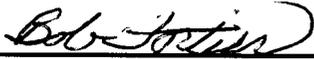
<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
417.3310.6517.6ST608	Grant-STP	Chandler Heights Rd (Arizona Ave to McQueen Rd)	Yes	\$ 911,690
415.3310.6517.6ST608	Impact Fee	Chandler Heights Rd (Arizona Ave to McQueen Rd)	Yes	\$ 55,107
601.3820.6714.6WA110	Water Bond	Water System upgrades with street projects	Yes	\$ 256
611.3910.6813.6WW332	Wastewater Bond	Wastewater system upgrades with street projects	Yes	\$ 7,493

10. PROPOSED MOTION: Move City Council award a Professional Services Contract to Kimley-Horn and Associates, Inc., for Design Consultant Services for Chandler Heights Road Improvements, Arizona Avenue to McQueen Road, Contract No. ST1502.201, in an amount not to exceed \$974,546.

ATTACHMENTS: Contract, Location Map

APPROVALS

11. Requesting Department



Bob Fortier, Capital Projects Manager

13. Department Head



R.J. Zeder, Transportation & Development Director

12. Transportation & Development



Daniel W. Cook, City Engineer

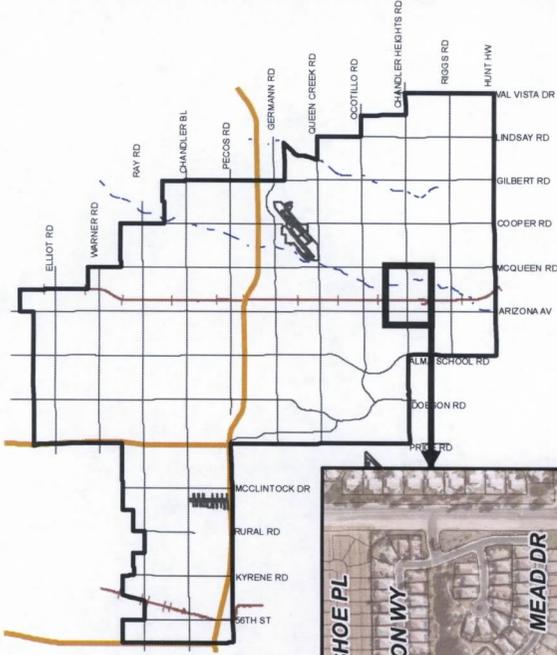
14. Acting City Manager



Marsha Reed



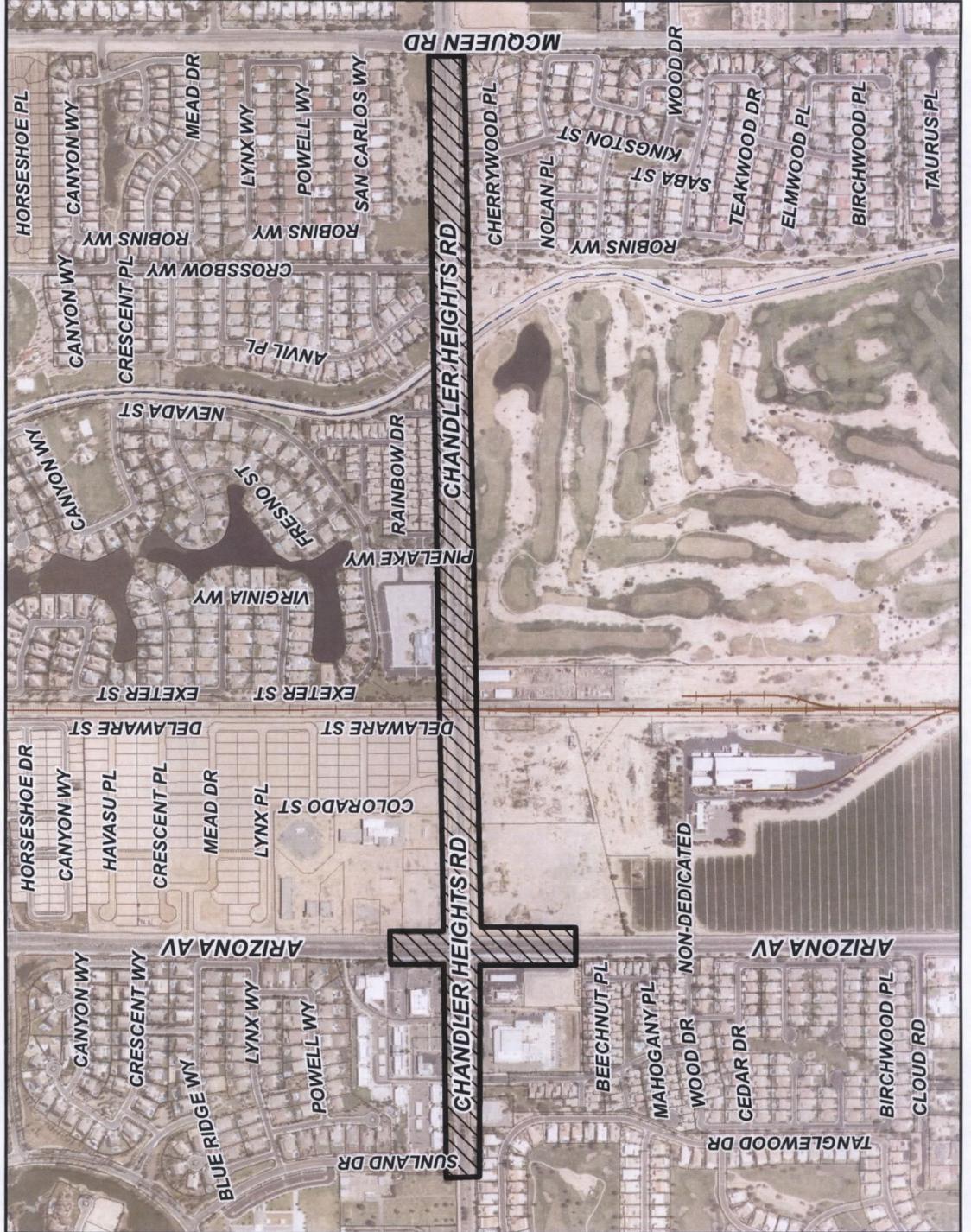
CHANDLER HEIGHTS RD ARIZONA AVE TO MCQUEEN RD PROJECT NO. ST1502.201



MEMO NO. CP16-168



PROJECT SITE



PROFESSIONAL SERVICES CONTRACT

PROJECT TITLE: **Chandler Heights Road Improvements, Arizona Avenue to McQueen Road**
PROJECT NO: **ST1502.201; Federal Project No.: CHN-0(237) D; TRACS NO. SZ170 01D**

THIS CONTRACT is made and entered into this ____ day of _____, 2016, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **Kimley-Horn and Associates, Inc., a North Carolina Corporation, licensed to do business in the State of Arizona**, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

- 1.1 To provide the professional services required by this Contract CONSULTANT shall act under the authority and approval of City Engineer or designee, (the Contract Administrator), who shall oversee the execution of this Contract, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.
- 1.2 CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Contract.
- 1.3 The Arizona Department of Transportation, also referred to as ADOT, Department, or State, has delegated certain federal administrative procedures to the CITY. All required administrative procedures and requirements are inclusive and hereby part of this agreement with CONSULTANT. CONSULTANT shall fulfill all federal administrative procedures and requirements regardless of whether the CITY or State is overseeing those duties

2. SCOPE OF WORK:

CONSULTANT shall provide those services described in Exhibit A attached hereto and made a part hereof by reference.

3. ACCEPTANCE AND DOCUMENTATION:

Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. **FEE SCHEDULE:**

For the services described in paragraph 2 of this Contract, CITY shall pay CONSULTANT a fee not to exceed the sum of **Nine Hundred Seventy Four Thousand Five Hundred Forty Six** dollars (\$974,546) in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference. The fee schedule shall be defined by agreed-upon hourly rates of labor plus reimbursement for other direct costs. Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included with each application for payment: a clear, detailed invoice reflecting items being billed for; a summary sheet showing percentage of work completed to date; amount/percent billed to date; current status of all tasks within a project; and any/all backup documentation supporting the above items. Work schedule updates shall also be included in the monthly progress payment requests.

- (1) All costs billed are subject to audit. The CONSULTANT, and by way of subcontract, all Subconsultants or subcontractors, shall allow the designated auditors to perform an audit as deemed appropriate. Such an audit shall take into consideration consistent application of the Generally Accepted Accounting Principles (GAAP) and Contract Cost Principles and Procedures as set form in Chapter 1 of the Federal Acquisition Regulation (FAR), 48 CFR Part 31 and any other mutually agreed upon policy or regulations.
- (2) The CONSULTANT shall insert in each of its subcontracts all the Contract provisions and shall require its Subconsultants to include the same Contract Provision in any lower-tier subcontracts.

5. **TERM:**

Following execution of this Contract by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within **Three Hundred (300)** calendar days from the date hereof.

6. **TERMINATION FOR CAUSE:**

This Contract may be terminated by CITY for cause should the CONSULTANT fail to perform any provision of this Contract, including without limitation, for any of the following reasons:

- (a) CONSULTANT abandons Work;
- (b) CONSULTANT assigns or attempts to assign its rights or obligations under this Contract or any part thereof to any third-party (without the prior written consent of CITY);
- (c) CONSULTANT is adjudged bankrupt or insolvent, makes a general assignments for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) CONSULTANT fails or refuses to perform any obligation under the Contract, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;

- (f) CONSULTANT fails to achieve the required dates for performance required pursuant to the Contract.

7. TERMINATION FOR CONVENIENCE:

CITY may at any time and for any or no reason, at its convenience, terminate this contract or any part of the services to be rendered pursuant thereto by written notice to CONSULTANT specifying the termination date. Immediately after receiving such notice, CONSULTANT shall discontinue advancing the work under this Contract and shall deliver to the CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by the CITY.

CONSULTANT shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of CONSULTANT (S) fee described in this Contract under paragraph 3 and shall be in the amount to be agreed mutually by CONSULTANT and the CITY. The CITY shall make this final payment within sixty (60) days after CONSULTANT has delivered the last of the partially completed items.

8. OWNERSHIP OF INSTRUMENTS OF SERVICE UPON TERMINATION FOR CAUSE AND/OR FOR CONVENIENCE:

Upon Termination for Cause or for Convenience, the CITY shall have ownership of the Instruments of Service.

9. INDEMNIFICATION:

To the fullest extent permitted by law, but only to the extent caused by the negligence, recklessness or intentional wrong conduct, CONSULTANT, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONSULTANT, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract, including but not limited to, any injury or damages claimed by any of CONSULTANT's and subcontractor's employees. The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

10. **INSURANCE:**

1. General.

- A. At the same time as execution of this Contract, CONSULTANT shall furnish the City of Chandler 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 shall not be deemed to apply to required Worker's Compensation coverage.
- B. CONSULTANT and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect CONSULTANT from liabilities that might arise out of the performance of the Contract services under this Contract by CONSULTANT, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and CONSULTANT is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the 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 Contract.
- F. Use of Sub-Contractors: If any work is subcontracted in any way, CONSULTANT shall execute a written Contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of CONSULTANT in this Contract. CONSULTANT is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits Of Insurance. CONSULTANT shall provide coverage with limits of liability not less than those stated below.

- A. 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.

- B. 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 Contract. 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.
- C. 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 Contract 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.
- D. Professional Liability. If the Contract 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 Contract, CONSULTANT must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CONSULTANT, or anyone employed by CONSULTANT, or anyone whose acts, mistakes, errors and omissions the 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.

3. Additional Policy Provisions Required.

- A. Self-Insured Retentions Or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The 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 including the City's general supervision of the CONSULTANT; Products and Completed operations of CONSULTANT; and automobiles owned, leased, hired, or borrowed by CONSULTANT.
2. CONSULTANT's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
 3. The 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 Contract.
 4. CONSULTANT's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by CONSULTANT and must not contribute to it.
 5. 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.
 6. Coverage provided by CONSULTANT must not be limited to the liability assumed under the indemnification provisions of this Contract.
 7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by CONSULTANT for the City.
 8. CONSULTANT, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract 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 Contract insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 9. If a Certificate of Insurance is submitted as verification of coverage, the 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 Contract. If any of the required policies expire during the life of this Contract, the CONSULTANT must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

11. ENTIRE CONTRACT:

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

12. CONFLICT OF INTEREST:

CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Contract within three (3) years after its execution, without penalty or further obligation by CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of CITY is, at any time while this Contract is in effect, an employee of any other party to this Contract in any capacity, or a CONSULTANT to any other party of this Contract with respect to the subject matter of this Contract.

13. ARIZONA LAW, JURISDICTION AND VENUE, AND FEES AND COSTS:

13.1 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

13.2 Jurisdiction and Venue. The parties agree that this Contract is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Contract shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

13.3 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

14. ARIZONA LAW:

CONSULTANT shall comply with all Federal, State laws and regulations, and local ordinances, as they relate to the performance of work under this Contract. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

15. PROFESSIONAL CONDUCT AND PROFESSIONAL REGISTRATION

CONSULTANT shall comply with the "Rules of Professional Conduct" provision pursuant to A.A.C. R4-30-301, which is incorporated herein by reference and hereby made a part of this CONTRACT. CONSULTANT shall comply with the "Registration as an Architect,

Assayer, Engineer, Geologist, Landscape Architect, or Land Surveyor" provision pursuant to A.A.C. R4-30-201, which is incorporated herein by reference and hereby made a part of this Contract.

16. EMPLOYMENT OF PERSONNEL OF PUBLIC AGENCIES

CONSULTANT shall not engage the service of any person or persons employed by CITY for work covered by the terms of this CONTRACT without prior written approval by CITY.

17. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW:

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the CONSULTANT hereby warrants to the City that the CONSULTANT and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any CONSULTANT or Subcontractor employee who works on this Contract to ensure that the CONSULTANT or Subcontractor is complying with the Consultant Immigration Warranty. The CONSULTANT agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the CONSULTANT and any Subcontractors to ensure compliance with Consultants Immigration Warranty. The CONSULTANT agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the CONSULTANT enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a CONSULTANT or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

18. FEDERAL DEBARMENT AND SUSPENSION

a. By signature on this Contract, CONSULTANT certifies its compliance, and the compliance of CONSULTANT 's Subconsultants or subcontractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
2. Does not have a proposed debarment pending;

3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment 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 paragraph 29.305(a).
- b. Where CONSULTANT or CONSULTANT 's Subconsultant is unable to certify to the statement in Section 1 above, CONSULTANT or CONSULTANT 's Subconsultant shall be declared ineligible to enter into CONTRACT or participate in the project.
 - c. Where CONSULTANT or CONSULTANT's Subconsultant is unable to certify to any of the statements as listed in Sections 2, 3, or 4 above, CONSULTANT or CONSULTANT 's Subconsultant shall submit a written explanation to CITY. The certification or explanation shall be considered in connection with the CITY's determination whether to enter into CONTRACT.
 - d. CONSULTANT shall provide immediate written notice to CITY if, at any time, CONSULTANT or CONSULTANT's Subconsultant, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

19. ANTI-LOBBYING

The CONSULTANT certifies, by signing and submitting the SOQ, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal CONTRACT, the making of any federal grant, the making of any federal loan, the entering into any cooperative Contract, and the extension, continuation, renewal amendment, or modification of any Federal CONTRACT grant, loan, or cooperative Contract.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal CONTRACT, grant, loan, or cooperative Contract, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

- d. The CONSULTANT also agrees, by submitting its SOQ that it shall require that the language of this certification be included in subcontracts with all Subconsultant(s) and lower-tier Subconsultants which exceed \$100,000 and that all such Subconsultants and lower-tier Subconsultants shall certify and disclose accordingly.
- e. The DEPARTMENT shall keep the firm's certification on file as part of its original SOQ. The CONSULTANT shall keep individual certifications from all Subconsultants and lower-tier Subconsultants on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.
- f. Disclosure forms for the CONSULTANT and its Subconsultants and lower-tier Subconsultants shall be submitted to the ECS Contract Specialist assigned to the CONTRACT on the date the Statement of Qualifications are due. The CONSULTANT and each Subconsultant and lower-tier Subconsultant shall file revised disclosure forms at the end of each calendar quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. The Disclosure forms shall be submitted by the ECS Director to the FHWA for further review.

20. RECORDS RETENTION, MAINTENANCE AND AUDIT

- a. Pursuant to A.R.S. §35-214, the CONSULTANT and its Subconsultant(s) shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the CONTRACT and other related project(s). The CONSULTANT shall make all such materials related to the project(s) available at any reasonable time and place during the term of the CONTRACT and for five (5) years from the date the Initial Closeout Letter is sent to the CONSULTANT after ADOT indicates that work on the CONTRACT has been completed to the satisfaction of the DEPARTMENT (Contract Status Form). All Documents shall be retained for auditing, inspection and copying upon the DEPARTMENT'S or at FHWA's request, or any other authorized representative of the Federal Government.
- b. Pursuant to A.R.S. §35-215, the CONSULTANT and its Subconsultant(s) with intent to defraud, deceive, improperly influence, obstruct or impair an audit being conducted or about to be conducted in relation to any CONTRACT or subcontract with the DEPARTMENT is guilty of a class 5 felony.
- c. In case of an audit and the CONSULTANT has failed to retain records in accordance with the applicable CONTRACT provision, it shall be presumed that the documents would not have supported the CONSULTANT'S position. Therefore, failure to retain such records shall result in the CONSULTANT being required to reimburse ADOT for unsupported costs. The CONSULTANT may also be disqualified per revised ECS Rules Section 2.02 from submitting future SOQ proposals.
- d. Upon completion and final closeout of the CONTRACT, physical/paper or electronic CONTRACT files and any supporting materials shall be maintained in accordance with ADOT and State Record Retention Center Records Retention/Destruction Policy and Schedules.

21. **NONDISCRIMINATION**

1. During the performance of this CONTRACT, the CONSULTANT, for itself, its Subconsultants, assignees and successors shall:
 - a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. 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, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
 - b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this CONTRACT.
 - c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this CONTRACT.
 - d. Post in conspicuous places available to employees and applicants for employment, the following notice:

"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."
 - e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter DOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this CONTRACT.
 - f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
 - g. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
4. Where the requirement permits, establish delivery schedules which shall encourage participation by firms owned by socially and economically disadvantaged individuals.
5. Use the services and assistance of ADOT DBE Supportive Services Program, the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as needed.

23. PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES

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

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts. It is also ADOT's policy to:

- a. Ensure nondiscrimination in the award and administration of federally-funded contracts;
- c. Create a level playing field on which DBEs can compete fairly for federally-funded contracts;
- d. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- e. Ensure that only firms that fully meet 49 CFR Part 26 eligibility requirements are counted as DBEs;
- f. Help remove barriers to the participation of DBEs in federally-funded contracts; and
- g. Assist in the development of firms that can compete successfully in the marketplace.
- h. It is also ADOT's policy to facilitate and encourage participation by Small Business Concerns (SBCs). ADOT encourages CONSULTANTS to take responsible steps to eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts. See Section 25 Participation By Small Business Concerns (SBCs)

The Federal regulations require a recipient of federal highway funding to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal that uses race-neutral means to the maximum feasible extent to achieve the goal. Where race-neutral measures

prove inadequate to achieve the goal, the State is required to use race-conscious measures, such as a DBE participation goal for individual contracts.

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends to meet the goal with a combination of race-conscious efforts and race-neutral efforts. Race-conscious participation occurs where the CONSULTANT uses a percentage of DBEs to meet a contract-specified goal. Race-neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses.

The CONSULTANT is required to adhere to the commitment made to utilize certified Disadvantaged Business Enterprises (DBE) as indicated in the firm's Statement of Qualifications (SOQ) or subsequently agreed to by the State during negotiations. The State, at its discretion on a case by case basis, may waive the above limitations.

2. DBE GOAL/COMMITMENT AND DOCUMENTATION:

- a. A DBE GOAL OF **10.33%** HAS BEEN ESTABLISHED ON THIS CONTRACT. THE CONSULTANT IS ENCOURAGED TO OBTAIN DBE PARTICIPATION ABOVE AND BEYOND THE GOAL ON THIS PROJECT.
- b. The CONSULTANT is required to adhere to the commitment made to utilize certified DBEs as indicated in the firm's Statement of Qualifications (SOQ) or the CONSULTANT and Subconsultant DBE Affidavits submitted, or subsequently agreed to by the State during negotiations. The state, at its discretion on a case-by-case basis, may waive the above limitations.
- c. The CONSULTANT is also required to utilize DBEs at or above the DBE goal established in this Contract if Contract Modifications increase the value of the contract. If ADOT determines that the CONSULTANT has not met the DBE goal or has not made an adequate good faith effort to meet the DBE goal as Contract Modifications increase the value of the contract, ADOT reserves the right to disapprove the Contract Modification negotiations with the CONSULTANT. If the CONSULTANT wishes to dispute the Good Faith Effort determination, the CONSULTANT may escalate the decision according to the levels outlined in Section X Dispute Escalation of this Contract. The ADOT Business Engagement Compliance Office (BECO) will be represented at each escalation level with the goal of resolving the matter at the lowest possible level. **The decision of the BECO is final.**

3. COMPLIANCE:

- a. This CONTRACT is subject to DBE compliance tracking for the CONSULTANT and its Subconsultants. Lower-tier Subconsultants and Vendors are required to provide any requested DBE Contract compliance-related data in hard copy or electronically as determined by the State, including written agreements between the CONSULTANT and Subconsultant DBEs. The CONSULTANT shall report the amount earned

by and paid to each DBE and Non-DBE Subconsultants working on the project for the preceding month on each monthly Progress Payment Report. The CONSULTANT is responsible for ensuring that the CONSULTANT and all its Subconsultants and lower-tier Subconsultants have completed all requested items and that their contact information is accurate and up-to-date.

- b. The CONSULTANT'S achievement of the DBE goal is measured by actual payments made to the DBEs. At the completion of the project, the CONSULTANT shall complete and submit a "Certification of Payments to DBE Firms" affidavit for each DBE firm working on the project. This affidavit shall be signed by the CONSULTANT and the relevant DBE Subconsultant and submitted to ECS and BECO.

4. REPORTING AND SANCTIONS:

- a. ADOT is required to collect DBE participation data on all federal aid projects, whether or not there is a stated DBE goal/commitment on this CONTRACT. Therefore, the CONSULTANT shall report the monthly payments made to all DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials. If the CONSULTANT and its Subconsultants do not provide all required DBE usage and payment information with the monthly Progress Payment Reports (PRs) submittals for the preceding month, the STATE shall deduct \$1,000 for each delinquent report, whether from the CONSULTANT or any of its Subconsultants, from the progress payment for the current month, not as a penalty but as liquidated damages. If by the following month, the required DBE payment information for the previous month has still not been provided, the STATE shall deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the CONSULTANT or its Subconsultants fail to provide the required payment information.
- b. DBEs shall confirm the payments received from the CONSULTANT through BECO'S DBE Contract & Labor Compliance Management System (**DBE System**).
- c. After execution of the CONTRACT and before the first Payment Report/Invoice is submitted to City, the CONSULTANT is required to log into the BECO'S online DBE Contract & Labor Compliance Management System (<https://adot.dbesystem.com>) and enter the name, contact information, and subcontract amounts for all Subconsultants, lower-tier Subconsultants and Direct Expense vendors performing any work on the project to help ADOT track payments to DBEs and all Subconsultants on the project and to confirm that the scopes of services and commitments made via the DBE Intended Participation Affidavits are being met.
- d. All DBE and non-DBE subcontracting activities and payments must be reported by the CONSULTANT. All DBE subcontracting activities will be counted toward DBE participation. This includes lower-tiers subcontracting activities regardless of whether or not the DBE is under contract with another DBE.

5. At the completion of the contract, the CONSULTANT must submit a *Certificate of Payment to DBE Firms Affidavit* certifying that all DBEs were paid in full for material and/or work promised and performed under the terms of the Contract.
6. DBE SUBSTITUTION OR REPLACEMENT:
 - a. The CONSULTANT must not terminate a DBE Subconsultant listed in the SOQ or in the CONSULTANT or Subconsultant DBE Affidavit submitted with this project without the prior written consent of the STATE.
 - b. If a Subconsultant is terminated, or fails to complete its work on the Contract for any reason, the CONSULTANT must make a good faith effort to find another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the DBE commitment percentage established in the Contract.
7. The Department or City may terminate the Contract at any time if the Department determines that the CONSULTANT is not satisfactorily meeting the DBE goals/commitment stated in the CONTRACT or is not making satisfactory good faith efforts to meet the goal.

24. COUNTING DBE PARTICIPATION

In counting participation of DBEs, the Department shall apply the rules in 49 CFR §26.55 (see Title 49 TRANSPORTATION Subtitle A – Office of the Secretary of Transportation CFR Part 26 below) as a supplement herein. The firm must count only the value of the work actually performed by the DBE toward DBE goals.

1. CONTRACTS created to artificially create DBE participation are not acceptable; the arrangement must be within normal industry practices. The DBE must perform a commercially useful function.
2. Count the entire amount of that portion of a CONTRACT (or other CONTRACT not covered by paragraph 2 of this section) that is performed by the DBE's own forces. Firms should include the cost of supplies and materials obtained by the DBE for the work on the CONTRACT, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subconsultant purchases or leases from the CONSULTANT or its affiliate).
3. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the sub-tier Subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.

5. It is presumed that the DBE is not performing a **commercially useful function** if: (a) 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, (b) the DBE subcontracts a greater portion of the work of a CONTRACT than would be expected on the basis of normal industry practice for the type of work involved.

TITLE 49 - TRANSPORTATION

Subtitle A – Office of the Secretary of Transportation

PART 26 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

[Code of Federal Regulations]; [Title 49, Volume 1]; [Revised as of October 1, 2008]

From the U.S. Government Printing Office via GPO Access; [CITE: 49CFR26.55]; [Page 300-302]

Subpart C Goals, Good Faith Efforts, and Counting

§26.55 - How is DBE participation counted toward goals?

- (a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.
- (1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying 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 used on the contract, for negotiating

price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must 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.

- (2) A DBE does not 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, you must examine similar transactions, particularly those in which DBEs do not participate.
 - (3) 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 the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.
 - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
 - (5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.
- (d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- (5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department Operating Administration.

Example to this paragraph (d)(5): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

- (6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- (e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1)
- (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
 - (ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2)
- (i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.
 - (ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- (A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease Contract and not on an ad hoc or contract-by-contract basis.
 - (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).
- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in Sec. 26.87(i).
 - (g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.
 - (h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35554, June 16, 2003]

25. PARTICIPATION BY SMALL BUSINESS CONCERNS (SBC)

It is ADOT's policy to facilitate and encourage participation by Small Business Concerns (SBCs) in contracts. ADOT and City encourages CONSULTANTS to take reasonable steps to eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts.

CONSULTANT shall take all reasonable steps to remove obstacles to SBC participation in the contract. ADOT and City encourages the CONSULTANT to utilize SBCs. SBCs are registered in AZ UTRACS.

26. ENVIRONMENTAL PROTECTION

(This clause is applicable if this CONTRACT exceeds \$100,000. It applies to Federal-aid contracts only.)

The CONSULTANT is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

27. ENERGY CONSERVATION

(This clause is applicable to Federal-aid contracts only.)

The CONSULTANT is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency, which is contained in the State Energy Conservation Plan issued by the Department in compliance with the Energy Policy Conservation Act (Public Law. 94-163).

28. FRAUD AND FALSE STATEMENTS

The CONSULTANT understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the CONSULTANT represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the CONSULTANT and any company that the CONSULTANT represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

29. FEDERAL IMMIGRATION AND NATIONALITY ACT

a. GENERAL

The CONSULTANT, including all Subconsultants, 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 DEPARTMENT shall retain the right to perform random audits of CONSULTANT and Subconsultants' records or to inspect papers of any employee thereof to ensure compliance.

The CONSULTANT shall include the provisions of this Section in all its subcontracts. In addition, the CONSULTANT shall require that all Subconsultants comply with the provisions of this Section, monitor such SUBCONSULTANT compliance, and assist the DEPARTMENT in any compliance verification regarding its Subconsultant(s).

b. COMPLIANCE REQUIREMENTS

The DEPARTMENT retains the legal right to inspect the papers or records of the CONSULTANT and its Subconsultants who works on this CONTRACT to ensure compliance with A.R.S. §41-4401, Government Procurement, E-Verify Requirements.

By submission of an SOQ proposal, the CONSULTANT warrants that the CONSULTANT and all proposed Subconsultant(s) are and shall remain in compliance with:

1. All federal, state and local immigration laws and regulations relating to the immigration status of their employees who perform services on the CONTRACT; and
2. A.R.S. §23-214 (A) which states "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer."

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the CONTRACT, and the CONSULTANT and its Subconsultant(s) are subject to sanctions specified in Section D below.

Failure to comply with a DEPARTMENT audit process to randomly verify the employment records of CONSULTANT and Subconsultants shall be deemed a material breach of the CONTRACT, and the CONSULTANT and Subconsultants are subject to sanctions specified in Section D below.

c. COMPLIANCE VERIFICATION

The STATE and/or City may require evidence of compliance from the CONSULTANT and its Subconsultant(s).

Should the DEPARTMENT request evidence of compliance, the CONSULTANT shall complete and return the Consultant Employment Record Verification Form and Employee Verification Worksheet provided by the DEPARTMENT, no later than 21 days from receipt of the request for such information.

Listing of the compliance verification procedure specified above does not preclude the DEPARTMENT from utilizing other means to determine compliance.

The DEPARTMENT retains the legal right to inspect the papers of any employee who works on the CONTRACT to ensure that the CONSULTANT and its Subconsultant(s) is/are complying with the warranty specified in this Section.

d. SANCTIONS FOR NONCOMPLIANCE

For purposes of this paragraph, noncompliance refers to either the CONSULTANTS or its Subconsultants' failure to follow the immigration laws or to the CONSULTANT'S failure to provide records when requested. Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of CONTRACT. At a minimum, the DEPARTMENT shall reduce the CONSULTANT'S compensation by \$10,000 for the initial instance of noncompliance by the CONSULTANT or its Subconsultant(s). If the same CONSULTANT or its Subconsultant(s) is in noncompliance within two (2) years from the initial noncompliance, the CONSULTANT'S compensation shall be reduced by a minimum of \$10,000 for each instance of noncompliance. The third instance by the same CONSULTANT or its Subconsultant(s) within a two (2) year period may result in addition to the minimum \$50,000 reduction in compensation, in removal of the offending CONSULTANT or its Subconsultant(s), suspension of work in whole or in part or, in the case of a third violation by the CONSULTANT, termination of the CONTRACT for default. Instances of noncompliance are counted on a firm-wide basis, not on a contract-by-contract basis.

In addition, the DEPARTMENT may declare the CONSULTANT or its Subconsultant(s) who is in noncompliance three times within a two-year period ineligible to perform on any DEPARTMENT CONTRACT for up to one year. For purposes of considering a declaration of ineligibility: (1) noncompliance by a Subconsultant does not count as a violation by the CONSULTANT; and (2) the DEPARTMENT shall count instances of noncompliance on other DEPARTMENT CONTRACTS.

The sanctions described herein are the minimum sanctions. In case of major violations, the DEPARTMENT reserves the right to impose any sanctions including and up to termination and debarment, regardless of the number of instances of non-compliance.

Any delay resulting from compliance verification or a sanction under this subsection is a non-excusable delay. The CONSULTANT is not entitled to any compensation or extension of time for any delays or additional costs resulting from compliance verification or a sanction under this Section. Minimum sanctions are presented below:

Offense by:			Minimum Reduction in Compensation
Consultant	Subconsultant A	Subconsultant B	
First			\$10,000
	First		\$10,000
	Second		\$50,000
		First	\$10,000
	Third		\$50,000 *

* May, in addition, result in removal and debarment of the Subconsultant.

30. PANDEMIC CONTRACTUAL PERFORMANCE

- a. The Department shall require a written plan that illustrates how the CONSULTANT shall perform up to contractual standards in the event of a pandemic. The Department may require a copy of the plan at any time prior to or at post-award phase of the Contract. At a minimum, the pandemic performance plan shall include:
 - 1. Key succession and performance planning if there is a sudden significant decrease in the CONSULTANT's workforce.
 - 2. Alternative methods to ensure adequate work force.
 - 3. An updated list of the CONSULTANT's contacts and organizational chart.
- b. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization (WHO), which makes performance of any term under this Contract impossible or impracticable, the Department shall have the following rights:
 - 1. After the official declaration of a pandemic, the Department may temporarily place the Contract(s) on "HOLD," in whole or in part, if the CONSULTANT cannot perform to the standards agreed upon in the initial terms.
 - 2. The Department shall not incur any liability if a pandemic is declared and emergency procurements are authorized by ADOT Director pursuant to §41-2537 of the Arizona Procurement Code (APC).
 - 3. Once the pandemic is officially declared over or the CONSULTANT can demonstrate the ability to perform, the Department may reinstate the temporarily voided Contract(s).
- c. The Department, at any time, may request to see a copy of the written plan from the CONSULTANT. The CONSULTANT shall produce the written plan within 72 hours of the request.

31. PERFORMANCE EVALUATIONS

The CONSULTANT's performance shall be evaluated periodically.

32. **NOTICES:**

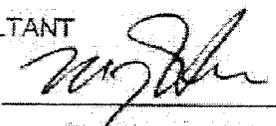
All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____, 2016.

CITY OF CHANDLER

CONSULTANT

MAYOR Date

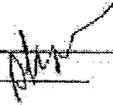
By: 
Title: **Senior Vice President**

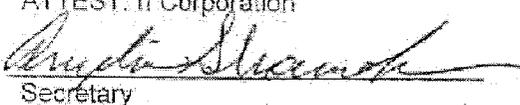
ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307

ADDRESS FOR NOTICE
Kimley-Horn and Associates, Inc.
7740 N 16th St
Phoenix, AZ 85020
Phone:
(602) 944-5500

APPROVE AS TO FORM

ATTEST: If Corporation

City Attorney by: 


Secretary

ATTEST:

KHAMT
34

City Clerk SEAL

EXHIBIT A SCOPE OF WORK

I. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

A. BACKGROUND

The Chandler Heights Road Improvements project consists of improving Chandler Heights Road to a four-lane roadway as per City Standard Detail C-205. The project limits are illustrated in Exhibit A-1 and described as follows:

- Chandler Heights Road, from ¼ mile west of Arizona Avenue to the intersection of Chandler Heights Road and Arizona Avenue.
- Chandler Heights Road, from the western Union Pacific Railroad (UPRR) right of way to the western radius returns of the Chandler Heights Road and McQueen Road intersection.
- South leg of the intersection of Chandler Heights Road and Arizona Avenue to provide a third southbound (SB) through lane, an exclusive northbound (NB) right turn lane and raised median to approximately 1000' south of Chandler Heights Road. Design options will be developed for the City's review to determine the recommended improvements.

Improvements include a raised median; left and right turn lanes; curb and gutter; vertical curb; sidewalks; drainage features; traffic signals; signal interconnects; street lighting; irrigation and landscaping; utility relocations; and right of way acquisitions. The project will comply with Federal Highway Administration (FHWA) and Arizona Department of Transportation (ADOT) requirements to be eligible for federal funding.

The project will include coordination with Union Pacific Railroad (UPRR) and Arizona Corporation Commission (ACC) for widening the roadway and placement of UPRR signal equipment at the railroad crossing to the four-lane configuration. The project includes coordinating with UPRR to construct their concrete panels for the ultimate six-lane configuration.

The project will include design and coordination with SRP for their Consolidated Canal structure widening to the ultimate six lane configuration. Chandler Heights Road will be widened to the four-lane configuration.

The project will also include re-striping the north leg of the intersection to accommodate the third SB lane. Design options for the City's review will be developed to determine the recommended improvements.

Environmental clearance limits will include an additional ¼ mile of Chandler Heights Road east of McQueen Road in the event that future improvements are requested by the City; however, this scope of work does not include design improvements within or east of the McQueen Road intersection, but may include a 45:1 taper east of McQueen Road to transition back to existing

The proposed improvements include:

- Widening Chandler Heights Road to four (4) thru lanes with a raised median, curb, gutter, and sidewalks within the limits previously described
- Add a raised median island, third SB thru lane and an exclusive NB right turn lane in the southern leg of the Arizona Ave intersection – design options will be developed for the City's review to determine the recommended improvements
- Modify pavement striping in the northern leg of the Arizona Ave intersection to accommodate the third SB thru lane
- Storm water drainage
- Traffic signal modifications at Chandler Heights/Arizona Ave and Chandler Heights/Crossbow Way intersections including replacing high pressure sodium (HPS) street lights on traffic signals to light emitting diode (LED) street lights
- Signal interconnect and street light improvements and converting all existing HPS street lights to LED street lights
- Widen roadway and coordinate UPRR signal to four-lane configuration at UPRR crossing but coordinate with UPRR to construct concrete panels to the six-lane configuration
- Widen existing box culvert to ultimate six-lane configuration and roadway to four-lane configuration at SRP Consolidated Canal crossing
- Modify Paseo Trail crossing as needed to accommodate widened roadway; existing solar lights will remain in place or be relocated if not compatible with the design
- Private utility coordination and relocation
- New and/or restored landscaping and irrigation
- New and/or rehabilitated public water, sanitary sewer, and reclaimed water systems (estimated opinion of probable construction costs will be developed separately for the City's Municipal Utilities Department)
- Right-of-way (ROW) and/or easement acquisition

B. GENERAL TASKS

GENERAL REQUIREMENTS – The design and all work shall conform to the latest edition and amendments of the following:

- City of Chandler Standard Details and Specifications
- City of Chandler Technical Design Manual #1: Water System Design
- City of Chandler Technical Design Manual #2: Wastewater and Reclaimed Water System Design
- City of Chandler Technical Design Manual # 3: Storm Drainage System Design
- City of Chandler Technical Design Manual #4: Street Design and Access Control
- City of Chandler Technical Design Manual #5: Traffic Signal Design
- City of Chandler Technical Design Manual #6: Street Light Design
- City of Chandler Technical Design Manual #7: Traffic Barricade Design
- City of Chandler Technical Design Manual #8: Landscape and Irrigation Design of Right Of Ways, Retention Basins and Parks
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)

- AASHTO *Policy on Geometric Design of Highways and Streets*
- The Code of the City of Chandler
- Arizona Department of Transportation Utility and Railroad Engineering Section Utility Coordination Guide For Design Consultants (UCGDC)
- Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide (PIPG)
- City of Chandler Unified Development Manual
- City of Chandler General Plan
- City of Chandler Transportation Master Plan Update (April 2010)
- Americans with Disabilities Act (ADA) requirements

1. DATA COLLECTION

1. CITY shall provide at no cost to DESIGN CONSULTANT the following existing information as available, not limited to, as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, CADD files for developments on the northeast and southeast corner of Arizona Avenue/Chandler Heights Road intersection, and other drawings of developments planned within the project area.
2. DESIGN CONSULTANT shall keep a log and copy of all information collected through the duration of the project, including photos, as-builts, reports, and other documents provided from CITY, stakeholders, utility companies, external agencies, and developers.

2. UTILITY AND RAILROAD COORDINATION

A. GENERAL UTILITY COORDINATION

1. DESIGN CONSULTANT shall perform utility coordination in conformance with City Design Standards and the City's Certificated Acceptance plan for Arizona Department of Transportation (ADOT).
2. DESIGN CONSULTANT shall show all existing and proposed utilities on the paving plan and profile sheets.
3. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.
4. DESIGN CONSULTANT shall work with the CITY's Utility Coordinator to coordinate the early determination of facilities that may be abandoned or deactivated.
5. DESIGN CONSULTANT shall specifically identify utility conflicts, with input from utility companies and CITY, which might affect alignment or grade and recommend alignment alternatives.
6. Prior to the 30% plan submittal, DESIGN CONSULTANT shall submit title reports for affected properties to SRP Water Users and SRP Power (CITY to provide title reports to DESIGN CONSULTANT).

7. DESIGN CONSULTANT shall send Utility Conflict Review letters to each utility company notifying them of the project and defining the project scope and timeline along with Project Plans at each submittal (30%, 60%, 95% and Final) for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements.
8. DESIGN CONSULTANT shall coordinate with the utilities to facilitate the design to relocate their facilities. DESIGN CONSULTANT shall request a letter from each utility impacted by the planned roadway improvement identifying a time line for relocating their facilities.
9. Prior to 30% plan submittal, DESIGN CONSULTANT shall develop preliminary alignments of any utilities requiring relocation for which the CITY's Utility Coordinator has requested an alignment design. DESIGN CONSULTANT shall submit preliminary locations to each utility for review along with a request for written response from each utility. DESIGN CONSULTANT shall make joint trenching recommendations for underground utilities, and submit those recommendations to the CITY's Utility Coordinator for approval.
10. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY's Project Manager and Utility Coordinator each with a written record of receipt.
11. DESIGN CONSULTANT shall work with the CITY's Utility Coordinator to facilitate up to seven (7) utility coordination meetings upon notice to proceed and at each submittal (30%, 60%, 95%) and provide a strip map showing proposed City and private installations, and existing and proposed easements.
12. DESIGN CONSULTANT shall work with the CITY to facilitate utility land coordination meetings and at each submittal (30%, 60%, 95%, Final) and provide a strip map showing proposed City and private installations. It is assumed that these meetings shall be concurrent to the utility coordination meetings.
13. DESIGN CONSULTANT shall review utility plans for constructability within the project limits.
14. Prior to submittal of Final (100%) construction documents, DESIGN CONSULTANT shall be responsible for ensuring all utility relocations have been designed and coordinated with proposed City and private installations, and that such relocations will not impact the proposed construction schedule of the CITY's project.
15. DESIGN CONSULTANT shall prepare a utility clearance letter, providing a review of proposed utility plans, including conflict evaluation, and general considerations.

B. UNION PACIFIC RAILROAD (UPRR) COORDINATION

1. DESIGN CONSULTANT shall coordinate with UPRR for the railroad crossing agreement that will be needed for work that will be performed by UPRR and work that will be performed by the CITY within the UPRR right-of-way. This scope includes up to two (2) meetings with UPRR including meeting notes.

2. DESIGN CONSULTANT shall prepare exhibits needed by UPRR for preparation of the draft and final license agreement. This will include an 8.5"x11" exhibit showing the railroad crossing, proposed improvements, and the associated dimensions.
3. DESIGN CONSULTANT shall prepare project specifications that address contractor responsibilities during construction as it relates to the necessary coordination between the contractor and UPRR including any needed flagging, insurance requirements, right of entry, and all other UPRR requirements for working within the UPRR right-of-way.
4. DESIGN CONSULTANT shall review the estimate and draft agreement as prepared by UPRR to confirm that the estimate reflects the needed improvements.
5. DESIGN CONSULTANT shall prepare construction phasing diagrams to allow work by UPRR forces and by City forces to be done without the need for placement of a temporary gate.

C. ARIZONA CORPORATION COMMISSION (ACC) COORDINATION

1. DESIGN CONSULTANT shall prepare the application to the ACC which will include the following: Location of crossing; Why crossing is needed; Why the existing crossing cannot be grade separated; Type of warning devices to be installed; Types of warning devices currently installed at crossing; Who will maintain the crossing warning devices; Who is funding the project; Average daily traffic counts; Current and proposed levels of service; Distance to next public crossing on either side of crossing; Reason for not using a grade separation; Evaluation of potential economic benefit factors; Cost estimate for grade separation scenario; Zoning of existing area; Number of daily train movements through the crossing; Listing of schools within the area; Bus routes that cross the railroad; Hospitals in the area; Costs of improvements; Hazardous material information; and Posted speed limit.
2. DESIGN CONSULTANT shall attend and document the on-site meeting that will be scheduled by UPRR and the ACC at the proposed railroad crossing.
3. DESIGN CONSULTANT shall testify before the Administrative Law Judge on behalf of the CITY. This will include preparation of exhibits for Hearing and meetings with the CITY attorney to prepare for the hearing. It is anticipated that up to four exhibits will need to be prepared in preparation of the ACC hearing.

D. SRP IRRIGATION (SRPI)-CONSOLIDATED CANAL COORDINATION

1. DESIGN CONSULTANT shall meet on-site at the Canal location to kick-off the coordination efforts with SRPI.
2. DESIGN CONSULTANT shall hold up to two (2) individual meetings with SRPI to coordinate the design of the box culvert extension, the removal of the obsolete irrigation facilities near the canal, and for the roadway improvements that will be constructed over the canal.

3. PROGRESS MEETINGS

1. DESIGN CONSULTANT shall hold the following progress meetings at the City of Chandler offices.
 - a. Monthly Progress Meetings shall be held with City staff. This task includes up to 10 general progress meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the Progress Meetings.
 - b. Comment Resolution Meetings will be combined with project progress meetings. Comments Resolution Meetings are for both internal and external agency reviews. External agencies include ADOT and Maricopa County.
 - b. Utility Coordination Meetings shall be held per Task 2 above.
 - c. Public meetings shall be held per Task 4A below.
2. DESIGN CONSULTANT shall prepare meeting agenda, sign-in sheet and handouts/exhibits necessary for meeting discussions. DESIGN CONSULTANT shall prepare and distribute meeting notes for each Progress Meeting, including Action Items to be reviewed and updated at each Progress Meeting.

4. MISCELLANEOUS MEETINGS

A. PUBLIC MEETINGS

1. DESIGN CONSULTANT shall prepare for and participate in up to two (2) Public Information Meetings. DESIGN CONSULTANT shall prepare display boards that feature the horizontal alignment and depict both existing and proposed right-of-way from the most recent plan submittal, and also a display board depicting the proposed typical roadway section.
2. DESIGN CONSULTANT shall be responsible for the following:
 - a. Assist CITY in preparing information for mailers/flyers
 - b. Develop and setup display boards
 - c. Prepare a meeting sign-in sheet
 - d. Prepare project facts sheet/agenda handout for meeting
 - e. Give a brief presentation and answer questions as needed
 - f. Prepare and make available a public comment sheet at each meeting
 - g. Provide beverages (water) for each public meeting
3. CITY shall be responsible for the following:
 - a. Secure a location and time for each public meeting
 - b. Prepare and distribute mailers/flyers to those residents within and adjacent to the project corridor, if required
 - c. Prepare newspaper notice of meeting, if required

Public Outreach services associated with Task 4A above shall consist of the following:

- a. Conduct site research to understand project stakeholders and compile key community contact information.

- b. Prepare, plan, and participate in public meetings. The City will coordinate all communications related to the public meeting to include participant notification and media releases.
- c. Respond to inquiries and coordinate discussions with community, property owners, businesses or residents to provide information related to the project.
- d. Schedule, coordinate and attend meetings with project stakeholders during design (allowance).
- e. Participate in progress meetings, as necessary, during design to identify community and business impacts and be able to discuss potential impacts with project stakeholders.

B. STAKEHOLDER MEETINGS

1. DESIGN CONSULTANT shall prepare for and participate in up to two (2) Stakeholder Meetings for the project. DESIGN CONSULTANT shall prepare display boards that feature the horizontal alignment and depict both existing and proposed right-of-way, and also a display board depicting the proposed typical roadway section. This task includes meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the Stakeholder Meetings.
2. DESIGN CONSULTANT shall be responsible for the following:
 - a. Develop and setup display boards
 - b. Prepare a meeting sign-in sheet
 - c. Give a brief presentation and answer questions as needed
 - d. Prepare and distribute meeting minutes, including Action Items to be reviewed and updated at each Stakeholder Meeting
3. CITY shall be responsible for the following:
 - a. Secure a location and time for each Stakeholder Meeting
 - b. Send invitations to stakeholders

C. TRANSPORTATION COMMISSION MEETING

DESIGN CONSULTANT shall prepare for one (1) Transportation Commission Meeting for alignment approval prior to 30% submittal. DESIGN CONSULTANT shall prepare half size exhibits that feature the horizontal alignment and depict both existing and proposed right-of-way, and the proposed typical roadway section.

5. PROJECT MANAGEMENT

1. DESIGN CONSULTANT shall be responsible for the following:
 - a. Prepare regular progress reports;
 - b. Perform regular budget and schedule monitoring;
 - c. Coordinate with the CITY and other project stakeholders;
 - d. Manage sub-consultants.

2. DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan established for the project. DESIGN CONSULTANT shall adhere to the production schedule established for the project and such schedule may not be modified or deviated from without written consent of the CITY.
3. The DESIGN CONSULTANT shall manage and maintain the following anticipated project schedule. It is anticipated that the project construction will be advanced from the current planned construction in FY 2017-2018. The DESIGN CONSULTANT shall complete the final bid documents as per the schedule below.

a.	Notice To Proceed (NTP)	0
b.	Data Collection/Survey/Aerial Mapping	NTP + 3 Weeks
c.	Submit ADOT Initial Scoping Document (15% Plans)	NTP + 7 Weeks
d.	Geotechnical Environmental Clearance	NTP + 10 Weeks
e.	Geotechnical Investigation & Report	NTP + 13 Weeks
f.	Submit Final Scoping Doc, 30% Plans and Estimate	NTP + 14 Weeks
g.	Legal Descriptions	NTP + 14 Weeks
h.	Submit Environmental Document for approval	NTP + 14 Weeks
i.	Public Meeting #1	NTP + 16 Weeks
j.	Environmental Clearance	NTP + 22 Weeks
k.	Submit ROW Acquisition Documents	NTP + 22 Weeks
l.	Submit 60% Plans, Specifications, and Estimate	NTP + 22 Weeks
m.	Submit SRP Canal Package (Optional)	NTP + 29 Weeks
n.	Submit 95% Plans, Specifications, and Estimate	NTP + 32 Weeks
o.	Final Plans, Specifications, and Estimate	NTP + 42 Weeks
p.	Bidding	TBD

4. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

6. DESIGN SURVEY / AERIAL MAPPING

DESIGN CONSULTANT shall perform all project survey as detailed below:

1. DESIGN CONSULTANT shall perform ground survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the CITY. Survey control for the project shall be in accordance with CITY requirements. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983 (NAD 83) 1992 epoch, and Arizona Central Zone, International Foot. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot. Existing roadway centerline shall be established through Maricopa County Recorder's maps and land surveys in conjunction with existing street monuments.
2. DESIGN CONSULTANT shall perform a full topographic survey of all existing features including but not limited to curb and gutter, median curb, catch basins, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy

wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation, plants and shrubs.

3. The east to west limits of the Chandler Heights Road survey shall begin ¼ mile west of the Arizona Avenue to 800 feet east of the McQueen Road intersection.
4. The north to south survey limits on Arizona Avenue shall be 400 feet north and 1,200 feet south of the Chandler Heights Road centerline. Limited pavement striping survey will be performed on Arizona Avenue 1,000 feet north of the Chandler Heights Road centerline.
5. No survey will be performed on McQueen Road north and south of the Chandler Heights Road centerline.
6. DESIGN CONSULTANT will perform design level aerial photogrammetric mapping consisting of the production of 1:240, one-half (0.50') foot topographical information, planimetric detail and color digital orthophoto covering a three-hundred (300') foot wide corridor along Chandler Heights Road, for the limits previously described.
7. DESIGN CONSULTANT shall perform supplemental topographic survey (see attached scope) within the project survey limits described above. CONSULTANT shall take pavement elevations at the centerline and edge of pavement of Chandler Heights Road at 100 foot intervals. In addition, CONSULTANT shall take elevations at the gutter flow line and top of curb for all existing curb and gutter.
8. DESIGN CONSULTANT shall take elevations along the centerline and edges of each driveway beginning at the gutter flow line for a distance of 20 feet back of R/W. DESIGN CONSULTANT shall take ground elevations at all grade breaks along each driveway centerline and edges.
9. DESIGN CONSULTANT shall take elevations at the inverts of all catch basins, manholes, pipes and all water valve nuts within the project limits. DESIGN CONSULTANT shall establish benchmarks at 500 foot intervals along Chandler Heights Road for the length of the project.
10. DESIGN CONSULTANT shall provide a sketch showing each benchmark with a minimum of 3 ties to features that will not be disturbed by construction.
11. DESIGN CONSULTANT shall provide a digital photo log of the project. The photos shall be taken looking upstation at no less than 50-foot increments along the proposed curb line. The photos shall also include intersections at all cross/intersecting streets, driveways, curb ramps, existing above-ground utilities, existing obstructions, drainage features, ditches, railroads, roadway signage, private signage, existing landscaping, streetlights, existing miscellaneous structures, walls and any other features that may impact the design of the project. The photo log shall provide station, offset and/or direction of the picture, or other identifying description, for each picture. DESIGN CONSULTANT shall provide the City two thumb drives of the photo log.

Design Survey and Aerial Mapping services associated with Task 6 consist of the following:

- a. Design Survey / Aerial Mapping – Task 6
 - i. Perform ground survey to establish horizontal and vertical control and provide surface file
 - ii. Perform topographic survey of all existing features including locations for soil borings and provide CAD base file
 - iii. Obtain pavement elevations
 - iv. Obtain centerline and edge of driveway elevations
 - v. Obtain inverts of all catch basins, manholes, pipes and all water valve nut elevations and tie into project control with benchmark sketches with minimum of 3 ties to features that are not anticipated to be disturbed
 - vi. Perform digital photo log

7. **RIGHT-OF-WAY SURVEY**

1. At Preliminary (15%) Design, DESIGN CONSULTANT shall prepare a right-of-way strip map overlaid on an aerial photograph of the project limits, showing existing property rights for right-of-way, easements, and utilities on Chandler Heights Road from ¼ mile west of Arizona Avenue to McQueen Road. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for property acquisition, permanent drainage easements, temporary construction easements, and utility easements and shall include a list of identified properties and property rights. The City shall provide litigation reports for the parcels where property acquisition is needed.
2. DESIGN CONSULTANT shall provide legal descriptions and exhibits for the acquisition of new right-of-way, temporary construction easements, drainage tracts, drainage easements, and utility easements. DESIGN CONSULTANT shall provide right-of-way research and a survey to define the boundaries of adjacent properties where new right-of-way or easements are anticipated. DESIGN CONSULTANT shall provide closure data for all written legal descriptions and exhibits. The scope of work includes:
 - a. The preparation of seven (7) written legal descriptions and exhibits for the acquisition of permanent right of way.
 - b. The preparation of four (4) written legal descriptions and exhibits for permanent and/or temporary drainage easements. Legal descriptions and exhibits shall be accompanied by volumetric calculations, and shall define that portion of the retention which is required to be retained by the subject property and that portion which is retained for adjacent properties.
 - c. The preparation of eight (8) written legal descriptions and exhibits for temporary construction and utility easements.

3. DESIGN CONSULTANT shall submit final right-of-way documents to the CITY at 30% design completion. These documents shall include legal descriptions, parcel maps, right-of-way strip maps, a draft drainage report, and design plans for all acquisitions and easements.
4. DESIGN CONSULTANT shall field stake right-of-way twice, at the direction of the CITY's Project Manager. This shall be done using nails and stakes every 100 feet and at angle points within project limits on Chandler Heights Road.

Right-of-Way Survey associated with Task 7 consists of the following:

- a. Right-of-Way Coordination – Task 7
 - i. Prepare right-of-way strip map overlaid with aerial photograph and show existing property rights for right-of-way, easements, and utilities
 - ii. Prepare legal descriptions and exhibits
 - iii. Provide field staking of right-of-way, using nails and stakes every 100 feet and at angle points.

8. UTILITY LOCATING SERVICES (POTHOLING)

1. DESIGN CONSULTANT shall conduct Subsurface Utility Engineering (SUE) per Arizona Utility Coordinating Committee (AUCC).
2. At the 30% design submittal, DESIGN CONSULTANT shall provide a suggested pothole list that identifies stationing and offset. DESIGN CONSULTANT shall provide the list to utility companies affected by the project, and facilitate coordination of a master pothole list.
3. Prior to completion of the 60% plans, DESIGN CONSULTANT shall provide up to fifty (50) vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. Pertinent pothole data shall be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the utility found, depth, horizontal and vertical location, size and material composition, and top and bottom elevation of the utility line exposed. Potholes shall be patched back with hot mix and backfilled with half sack slurry per MAG Detail 212.
4. DESIGN CONSULTANT shall be responsible for field survey to initially stake the pothole location in white paint or white flagging for Blue Stake notification and as a reference point for the surveyed location of each pothole. DESIGN CONSULTANT shall identify the pothole number, northing, easting and elevation of the staked location. DESIGN CONSULTANT shall measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.
5. Vacuum excavation potholing shall include mobilization, set-up, traffic control, uniformed police officer, special barricading, pavement cut and removal (if any), pavement patch as specified in Streetcut Permit (if any), excavation, backfill and compaction, all information requested, and clean up as provided in attached sub-consultant scope of work. DESIGN CONSULTANT shall apply for and obtain permits for potholing.

6. For identified water and sewer lines, while the pothole is excavated, representatives from the CITY and DESIGN CONSULTANT shall perform visual inspection of the condition of the lines. Upon inspection, DESIGN CONSULTANT shall provide evaluation of existing condition of lines. If evaluation determines that the existing conditions is of concern, then DESIGN CONSULTANT shall coordinate with City and provide recommendations for additional rehabilitation or replacement beyond that already included within this project.

Subsurface Utility Engineering (SUE) services associated with Task 8 shall consist of the following:

- a. Perform subsurface utility designation of all locatable dry utilities
Perform vacuum excavation potholes of up to fifty testholes

9. GEOTECHNICAL REPORT

1. DESIGN CONSULTANT shall conduct a visual geologic reconnaissance of the project area and review available geologic literature and aerial photographs of the project site.
2. DESIGN CONSULTANT shall obtain City and Maricopa County Encroachment permits, as necessary, to conduct work in the Right-of-Way. If needed, DESIGN CONSULTANT shall arrange for off-duty police officers.
3. DESIGN CONSULTANT shall establish test locations in the field and arrange for the mark-out of underground utilities through Arizona Blue Stake.
4. DESIGN CONSULTANT shall core the existing pavement of the roadway segment in question at ten (10) locations to determine the existing structural (asphalt and aggregate base) section.
5. DESIGN CONSULTANT shall drill ten (10) hollow-stem auger borings using a truck-mounted two-wheel drive drill rig. Seven test borings shall be located within the existing roadway or in the shoulder whichever is more appropriate and shall extend five feet deep, and three boring shall extend up to 20 feet deep for the proposed sewer line and bridge areas. DESIGN CONSULTANT shall collect ring samples and bulk samples for laboratory testing and shall be responsible for preparation of field boring logs.
6. DESIGN CONSULTANT shall perform a double ring infiltrometer percolation tests three feet in depth for each proposed drainage retention areas.
7. DESIGN CONSULTANT shall perform laboratory testing to evaluate the index, compressibility, expansion and chemical characteristics of the subsurface soils encountered.
8. DESIGN CONSULTANT shall prepare a draft geotechnical report, to accompany the 30% submittal, which shall contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the new pavement and recommendations for construction and existing pavement that can be overlaid without reconstruction. In addition, the reports shall contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and

subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics, bedding material, backfilling guidelines, subgrade support for new pavements, pavement design recommendations, pavement rehabilitation recommendations, and the re-use of on-site soils for engineered fill.

9. DESIGN CONSULTANT shall incorporate comments received on the draft geotechnical report into a final geotechnical report to accompany the 60% submittal.

Geotechnical Report services associated with Task 9 will consist of the following:

- a. Perform test borings to determine subsurface conditions and obtain representative samples for laboratory analyses. Perform laboratory analyses of test borings including: Moisture Content, Dry Density, Direct Shear, Swell, Minus No. 200 Sieve and Plasticity Index, Standard Proctor, and pH/Minimum Resistivity
- b. Provide geotechnical engineering report including findings and recommendations

10. ENVIRONMENTAL CLEARANCE / TRAFFIC ANALYSIS

Limits of environment clearance consist of:

- Chandler Heights Road, from ¼ mile west of Arizona Avenue to ¼ mile east of McQueen Road
- Arizona Avenue, from 1000 feet north of Chandler Heights Road to ¼ mile south of Chandler Heights Road
- McQueen Road, from 200 feet north to 200 feet south of Chandler Heights Road

A. ENVIRONMENTAL SITE ASSESSMENT

1. DESIGN CONSULTANT shall conduct a Phase I Environmental Site Assessment (ESA) in accordance with ASTM-1527-13 and submit a draft Phase I ESA report inclusive of each property requiring new right-of-way to the CITY's project manager at a reasonable timeframe prior to closing on the properties. A Phase I ESA - The Phase I ESA report will document findings and provide opinions and recommendations regarding possible environmental impacts at the sites. DESIGN CONSULTANT shall provide color photographs and figures in each report.
2. Following review by the CITY's Environmental Program Specialist, DESIGN CONSULTANT shall review the CITY's comments and address those comments in the final Phase I ESA.
3. DESIGN CONSULTANT shall review lease records for the sites, to evaluate probable past site uses and their possible impact on the current environmental status of the sites.
4. DESIGN CONSULTANT shall review readily available maps and reports pertaining to the sites.
5. CITY shall obtain title commitments (including Schedule B to show liens) and a chain-of-title report for ownership back to 1940 or earlier for each property to be acquired and provide to DESIGN CONSULTANT.
6. DESIGN CONSULTANT shall conduct interviews with the property representatives regarding the environmental status of the sites.

7. DESIGN CONSULTANT shall perform a site reconnaissance to visually identify areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls (PCBs), and possible risks of contamination from activities at the sites and adjacent properties.
8. DESIGN CONSULTANT shall review readily available local regulatory agency files for the sites and shall make requests to the County Environmental Services Department and the local Fire and Building Departments.
9. DESIGN CONSULTANT shall review available regulatory agency databases for the sites and for properties located within a specified radius of the sites to evaluate the possible environmental impact to the site. Databases will identify locations of known hazardous waste sites, landfills, and leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store or dispose of hazardous materials.
10. DESIGN CONSULTANT shall review readily available historical documents, including aerial photographs (site and adjacent properties), Sanborn Insurance Maps (site and available adjacent properties), Building Department Records (site only), and reverse city directories (site and available adjacent properties), as appropriate.
11. DESIGN CONSULTANT shall review Arizona Department of Environmental Quality databases for deed restrictions such as Declaration of Environmental Use Restrictions and Voluntary Environmental Mitigation Use Restrictions.
12. DESIGN CONSULTANT shall discuss site observations as they relate to the possible presence of asbestos-containing materials. DESIGN CONSULTANT is not required to collect asbestos samples within this scope of work.
13. Visual observations made by DESIGN CONSULTANT shall be limited to the surface area of the property and contiguous sites. Subsurface explorations, soil sampling, surface and groundwater sampling, and chemical analyses are not included in this proposal. The reports will be based solely on information gained from direct observation, personal interviews, and examinations of regulatory records.
14. DESIGN CONSULTANT shall allow for 1 (one) update to the Phase I ESA report. Any additional updates beyond this will require new Phase I ESA report as only one update is allowed for an ESA. This can be provided as an additional service if required.
15. DESIGN CONSULTANT shall conduct lead-based paint (LBP) testing for stripe obliteration associated with the project. Up to 15 LBP samples will be collected.
16. DESIGN CONSULTANT shall conduct Asbestos Containing Material (ACM) testing for concrete removal associated with the project. Up to 15 ACM samples will be collected.

B. FEDERAL ENVIRONMENTAL PROCESS

1. DESIGN CONSULTANT shall prepare a Preliminary Initial Site Assessment (PISA) for the project area and submit to ADOT EPG for review and approval. DESIGN CONSULTANT shall account for 2 (two) updates to the PISA.
2. DESIGN CONSULTANT shall prepare an Urban Project Biological Evaluation for the project area and submit to ADOT Environmental Planning Group (EPG) for review and approval.
3. DESIGN CONSULTANT shall conduct a Class I and Class III cultural resources survey and report for the project area. DESIGN CONSULTANT shall also prepare draft consultation letters for EPG use in complying with Section 106 of the National Historic Preservation Act.
4. DESIGN CONSULTANT shall conduct a noise analysis in compliance with ADOT EPG policy for the project area and recommend any applicable mitigation measures.
5. DESIGN CONSULTANT shall conduct an air quality analysis including computer modeling for carbon monoxide and a qualitative analysis of PM10 and a Level 2 MSAT analysis.
6. DESIGN CONSULTANT shall prepare a Section 4(f) *de minimis* letter for ROW take of the Bear Creek Municipal Golf Course and for impacts to the Paseo Trail within the project.
7. DESIGN CONSULTANT shall prepare a Group II Categorical Exclusion (CE) per ADOT EPG guidelines for the project area. The CE shall be submitted to the City for their approval prior to submission to ADOT for their ultimate review and approval.
8. DESIGN CONSULTANT shall prepare an Environmental Geotechnical Clearance for approval by ADOT EPG. PISA and Cultural reports prepared for the overall CE will be utilized for the geotechnical clearance.

C. TRAFFIC ANALYSIS

DESIGN CONSULTANT shall develop traffic data for the required air quality analysis (carbon monoxide/PM10 and MSAT Level 2 analysis). The needed traffic data includes existing and future (both Build and No-Build conditions for the years 2030 and 2040) p.m. peak hour intersection movement volumes and level of service values, along with average daily traffic volumes, heavy vehicle percentages, and signal timing parameters. To develop the needed traffic data, the DESIGN CONSULTANT will obtain intersection movement p.m. peak period volumes (including heavy vehicles) from the CITY along the corridor and will coordinate with City and Maricopa Association of Governments (MAG) staff to develop 2030 and 2040 volumes based on the MAG travel demand model projections. Existing Synchro models will be obtained from CITY staff. DESIGN CONSULTANT will update CITY Synchro models for the existing and future p.m. peak hour scenarios to calculate the needed level of service values for the required air quality analysis.

D. CULTURAL RESOURCE

Cultural resource assessment services to perform Class I literature review and Class III pedestrian survey associated with Task 10 and consist of the following:

- a. Perform Class I Literature Review background research, site file check of project area and half mile area beyond project area from and
 - i. State/National Register of Historic Places files at the Arizona SHPO
 - ii. AZSITE Cultural Resource Database
 - iii. Maricopa County Assessor's Office and Recorder (for historic research only)
 - iv. Arizona Department of Transportation (ADOT) Historic Preservation Team (HPT) Portal
 - v. Arizona State University Noble Science Library and Hayden Library
 - vi. Arizona State Library and Archives
 - vii. General Land Office
- b. Perform fieldwork examination and data collection by an archeologist, 100 percent intensive survey, walking parallel transects spaced not more than 20 meters apart.
- c. Prepare and provide draft and final cultural report conforming SHPO specifications including:
 - i. a brief culture history of the review area;
 - ii. a summary of previous research;
 - iii. a brief context of Chandler, Arizona Avenue (SR 87), historic Southern Pacific Railroad, the historic cotton gin, and the Consolidated Canal East Branch;
 - iv. Class III and historic building inventory results, including site and eligibility recommendations;
 - v. management summary and recommendations for any additional cultural resources work; and
 - vi. an appendix of the Arizona HPIFs for the historic structures.

11. PLANS, SPECIFICATIONS AND ESTIMATES

1. DESIGN CONSULTANT shall prepare plans, specifications and estimates for the project in accordance with City Standards and the City's Certificated Acceptance plan with ADOT to administer federally funded projects. The plans shall include:
 - Cover Sheet
 - General Notes Sheets
 - Standard Sections Sheet
 - Paving Plans – See subtask A
 - Drainage Plans – See subtask B
 - Traffic Signal And Traffic Signal Interconnect Plans – See subtask C
 - Street Light Plans – See subtask D
 - Striping and Signing Plans – See subtask E
 - Landscape and Irrigation Plans – See subtask F
 - Erosion Sediment Control Plans – see subtask G
 - Water, Sanitary Sewer, and Reclaimed Plans – See subtask H
 - SRPI Canal Structure Plans – See subtask I
 - Construction Sequencing Plans – See subtask J
2. DESIGN CONSULTANT shall submit plans on thumb drives in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet and reference files and PDF of each plan sheet and PDFs of complete plans set at the 15%, 30%, 60%, 95% and 100%/Final submittals. Payment for this task shall be directly correlated with submittal percentage. Word and PDF format of Specifications shall be provided with delivery each submittal. Excel and PDF format of Estimates shall be provided with each submittal. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms. DESIGN CONSULTANT shall provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting.
3. DESIGN CONSULTANT shall provide project plans to external agencies such as Maricopa County Department of Environmental Services, Arizona Department of Transportation, and Flood Control District of Maricopa County, and upon direction from City to adjacent project consultants and contractors as appropriate to ensure construction activities are permitted and coordinated for construction to start immediately after award of City's construction contract.
4. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions, except that volumetric measurements shall not be used for pay items, unless approved by the City.
5. DESIGN CONSULTANT shall prepare cross sections and determine earthwork quantities.
6. DESIGN CONSULTANT shall prepare technical specifications at the 60%, 95%,

and Final plans stages. Specifications shall be in accordance with City of Chandler Standard Specifications, MAG Standard Specifications, Arizona Department of Transportation (ADOT) Standard Specifications, and ADOT (stored) standard special provisions. DESIGN CONSULTANT shall create special provisions for all items not adequately covered by these standard specifications. This includes Buy America certification and ADOT QA/QC per Section 900 Series.

7. DESIGN CONSULTANT shall prepare a Project Assessment Report for ADOT per ADOT guidelines and shall include 15% preliminary plans consisting of cover sheet, typical roadway sections, geometric configurations, and paving plans that will include preliminary striping layout.
8. DESIGN CONSULTANT shall provide the following at the **30% submittal** to the City:
 - a. City Plan review and construction permit applications
 - b. Eight (8) half size plan (11" x 17" to scale) sets of 30% preliminary plans including:
 - i. Cover sheet
 - ii. Typical Roadway Sections
 - iii. Geometric Configurations
 - iv. Paving Plan and Profiles
 - v. Drainage Plan and Profiles
 - vi. Intersection Plans
 - vii. Utility (Water, Sanitary Sewer) Plans
 - viii. Traffic Signal and Traffic Signal Inner Connect Plans
 - ix. Signing and Striping Plans
 - x. Street Light Plans
 - xi. SRP Canal Structure Plans
 - c. One (1) copy of the construction cost estimate
 - d. One (1) copy of the draft/preliminary drainage report
 - e. One (1) copy of the draft/preliminary geotechnical report
 - f. One (1) copy of the "Testhole Data Summary Sheet"
 - g. One (1) copy of the right-of-way strip map
 - h. One (1) copy of the utility strip map
 - i. One (1) copy of the preliminary Phase I ESA
9. DESIGN CONSULTANT shall send sets of 30% preliminary plans, along with conflict review letters, and a copy of the "Testhole Data Summary Sheet" to each utility company affected by the project.
10. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the previous submission. DESIGN CONSULTANT shall provide the following at the **60% submittal** to the CITY:
 - a. City Plan review and construction permit applications
 - b. 30% submittal redlines and comments
 - c. Eight (8) full size and eight (8) half-size sets of 60% plans to scale including:
 - i. Cover sheet
 - ii. Index, Key Map, and General Notes
 - iii. Typical Roadway Sections
 - iv. Geometric Configurations

- v. Roadway Cross Sections
- vi. Paving Plan and Profiles
- vii. Drainage Plan and Profiles
- viii. Intersection Plans and Details
- ix. Utility (Water, Sanitary Sewer) Plan and Profile
- x. Traffic Signal and Traffic Signal Inner Connect Plans and Details
- xi. Signing and Stripping Plans and Details
- xii. Street Light Plans and Details
- xiii. Landscape & Irrigation Plans
- xiv. Erosion and Sediment Control Plans
- xv. SRP Canal Structure Plans and Details
- xvi. Special Details
- xvii. Construction Sequence Plans
- xviii. One (1) copy of the 60% technical specifications
- xix. One (1) copy of the 60% construction cost estimate
- xx. One (1) copy of the draft final drainage report
- xxi. One (1) copy of the final/sealed geotechnical report
- xxii. One (1) copy of the right-of-way strip map with legal descriptions
- xxiii. One (1) copy of the utility strip map with legal descriptions
- xxiv. One (1) copy of the draft final Phase I ESA

11. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the previous submission. DESIGN CONSULTANT shall send sets of 60% plans, along with conflict review letters, and a copy of the "Testhole Data Summary Sheet" to each utility company affected by the project.

12. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the previous submission. DESIGN CONSULTANT shall provide the following at **95% submittal**:

- a. City Plan review and construction permit applications
- b. 60% submittal redlines and comments
- c. Sixteen (16) full size and eight (8) half size sets of 95% plans to scale including:
 - i. Cover sheet
 - ii. Index, Key Map, and General Notes
 - iii. Typical Roadway Sections
 - iv. Geometric Configurations
 - v. Roadway Cross Sections
 - vi. Paving Plan and Profiles
 - vii. Drainage Plan and Profiles
 - viii. Intersection Plans and Details
 - ix. Utility (Water, Sanitary Sewer) Plan and Profile
 - x. Traffic Signal and Traffic Signal Inner Connect Plans and Details
 - xi. Signing and Stripping Plans and Details
 - xii. Street Light Plans and Details
 - xiii. Landscape & Irrigation Plans
 - xiv. Erosion and Sediment Control Plans
 - xv. SRP Canal Structure Plans and Details
 - xvi. Special Details
 - xvii. Construction Sequence Plans
- d. Three (3) copies of the final/sealed drainage report

- e. Eight (8) copies of the 95% technical special
 - f. Eight (8) copies of the 95% construction cost estimate
 - g. Two (2) copies of the right-of-way strip map with new or revised legal descriptions
 - h. Two (2) copies of the utility strip map with new or revised legal descriptions
 - i. Three (3) copies of the final Phase I ESA
13. DESIGN CONSULTANT shall provide sets of 95% plans, along with conflict letters, and a copy of the "Testhole Data Summary Sheet" to each utility company affected by the project.
14. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the previous submission. Upon acquisition of all right-of-way and easements necessary for construction, DESIGN CONSULTANT shall provide the following with the **100% submittal**:
- a. City plan review and construction permit applications
 - b. 95% submittal redlines and comments
 - c. Three (3) full size and Eight (8) half size sets of sealed construction plans to scale including:
 - i. Cover sheet
 - ii. Index, Key Map, and General Notes
 - iii. Typical Roadway Sections
 - iv. Geometric Configurations
 - v. Roadway Cross Sections
 - vi. Paving Plan and Profiles
 - vii. Drainage Plan and Profiles
 - viii. Intersection Plans and Details
 - ix. Utility (Water, Sanitary Sewer) Plan and Profile
 - x. Traffic Signal and Traffic Signal Inner Connect Plans and Details
 - xi. Signing and Stripping Plans and Details
 - xii. Street Light Plans and Details
 - xiii. Landscape & Irrigation Plans
 - xiv. Erosion and Sediment Control Plans
 - xv. Special Details
 - xvi. Construction Sequence Plans
 - d. One (1) cover sheet on 4 mil Mylar
 - e. Eight (8) copies of final specification
 - f. Eight (8) copies of the final construction cost estimate and bid schedule
 - g. Two (2) copies of the right-of-way strip map with new or revised legal descriptions
 - h. Two (2) copies of the utility strip map with new or revised legal descriptions
 - i. One (1) Materials Compliance and Pavement Certification Letter
15. DESIGN CONSULTANT shall provide sets of 100% plans, along with conflict letters, and a copy of the "Testhole Data Summary Sheet" to each utility company affected by the project.
16. Upon receipt of response from utility companies and construction contractor Disadvantaged Business Enterprise (DBE) goal assignment by ADOT, DESIGN CONSULTANT shall provide following as the Final submittal: Full payment for this task shall not be made until City acceptance, not just delivery, of all items on this

final submittal list.

- a. One (1) copy of construction plans including any private utility plans such as SRP plans to be performed by City's contractor
 - b. Eight (8) copies of final specifications
 - c. Eight (8) copies of the final construction cost estimate and bid schedule
 - d. Utility Clearance Letter per Task 2
17. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for constructability of such plans, including, but not limited to, completion of right-of-way documentation acquiring all necessary easements, and completion of utility relocation design. DESIGN CONSULTANT shall be responsible for preparing and obtaining written approval of any design exceptions and/or variances to Design Standards.
18. DESIGN CONSULTANT shall provide the following on the specific plan sheets:
- A. PAVING PLANS/PROFILES**
1. DESIGN CONSULTANT shall perform work necessary to create Typical Roadway Sections, Geometric Layout and Paving Plan & Profile Sheets using design needs for a minor arterial (City of Chandler Standard Detail C-205).
 2. DESIGN CONSULTANT shall prepare paving and profile plans at a scale of 1"=20' horizontal and 1"=2' vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, proposed curb and gutter grades, benchmarks and underground utilities.
 3. DESIGN CONSULTANT shall prepare plans showing pavement overlay limits for construction within the project limits.
- B. DRAINAGE REPORT & PLANS**
1. DESIGN CONSULTANT shall review the existing drainage reports and as-builts for the adjacent developments. The reports and as-builts shall be provided by the CITY. The DESIGN CONSULTANT shall also review the pertinent drainage reports and as-builts for the existing culvert under Chandler Heights Road near the Bear Creek Golf Course and related drainage retention.
 2. DESIGN CONSULTANT shall prepare a drainage analysis to determine the effects of the roadway improvements from this project. DESIGN CONSULTANT shall perform hydrologic calculations per the CITY standards to estimate half-street runoff. The DESIGN CONSULTANT shall determine the need for additional storage capacity within the project limits. Existing retention basins shall be modified to accommodate any additional half-street pavement runoff. The DESIGN CONSULTANT shall perform hydraulic calculations for proposed scuppers, catch basins and storm drain systems. The hydrologic and hydraulic calculations shall meet the CITY criteria.

3. DESIGN CONSULTANT shall investigate possibility of the Bear Creek Golf Course retaining their half street drainage runoff. It may be difficult due to significant elevation differences between the roadway and the golf course.
4. DESIGN CONSULTANT shall prepare a Drainage Report to accompany the drainage design for roadway improvements. The Draft Drainage Report shall be submitted with the 30% submittal. The Final Drainage Report shall be submitted with the 60% submittal. DESIGN CONSULTANT shall incorporate comments received at each submittal.
5. DESIGN CONSULTANT shall prepare drainage plans that include but is not limited to storm drain profiles, retention basin grading plans and drainage details.

C. TRAFFIC SIGNAL AND TRAFFIC SIGNAL INTERCONNECT PLANS

1. DESIGN CONSULTANT shall design traffic signal modifications for the intersections of Chandler Heights and Crossbow Way and Chandler Heights and Arizona Avenue in accordance with applicable City of Chandler Traffic Signal Standards and Specifications.
2. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing traffic signals, traffic control equipment, existing underground conduit, etc.
3. DESIGN CONSULTANT shall coordinate traffic signal design with SRP Power to define a power source to serve the new traffic signals.
4. DESIGN CONSULTANT shall design the layout of the signal pole and controller locations for the two intersections described above at the 30% plan stage. The Signal Design Plans shall be produced at a 1" = 20' scale and include the following sheets:
 - a. General Signal Layout Sheet with pole locations, conduit runs, and pull boxes
 - b. Pole schedule with pole type, mast arm length, signal heads, mounts pedestrian heads, luminaire type, and pedestrian push buttons
 - c. Conductor Schedule with wire size, conduit size and phasing.
 - d. Signal Interconnect/Fiber Optic Layout Plan Sheet
 - e. Traffic Signal Quantity and Detail Sheet including Phasing Diagram, Cameras and Wiring Diagram
5. DESIGN CONSULTANT shall design the missing sections or extensions of fiber interconnect within the project limits along Chandler Heights from Arizona Avenue to McQueen Rd at a scale of 1"=40'. Plan sheets shall show conduit runs and pull boxes. This includes extension of fiber within the proposed interconnect conduit to be constructed by proposed development along Chandler Heights Road between Arizona Avenue and the UPRR.

D. STRIPING AND SIGNING PLANS

1. DESIGN CONSULTANT shall develop preliminary traffic signing and striping plans for this project at the 30% plan stage. DESIGN CONSULTANT shall finalize the traffic signing and striping plans at the 100% plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale and shall include the following sheets:
 - a. General Striping Notes sheet (including striping quantities)
 - b. General Signing Summary, Notes, and Index
 - c. Striping and Signing plan sheets

E. STREET LIGHT PLANS

1. DESIGN CONSULTANT shall design street lighting along Chandler Heights Road within the project limits in accordance with applicable City of Chandler Street Light Standards and Specifications.
2. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing street lighting, the existing lighting control equipment, existing underground conduit and conductor routes.
3. DESIGN CONSULTANT shall coordinate lighting design with Salt River Project (SRP) to define a power source to serve the lighting system.
4. DESIGN CONSULTANT shall provide a computer generated point-to-point foot-candle grid for Chandler Heights Road within the project limits, and submit documents to CITY for approval as exhibits along with the 60% and 95% submittals. It is assumed that the street lighting will be based on City of Chandler 2015 illumination standards utilizing LED light fixtures.
5. DESIGN CONSULTANT shall prepare complete street lighting plans for the project including new and relocated pole locations, at the 30% 65%, 95%, ,and final plan stage. The street light design shall match the existing streetlights. The first existing streetlight on each side of the roadway beyond the limit of the paving shall be shown on the plans. DESIGN CONSULTANT shall include digital photos of existing streetlights in the photo log. Existing street lights within the project limits that are to remain shall be replaced with LED. The Lighting Plans shall be (1"=40'). and consist of the following:
 - a. Street lighting general notes and key map
 - b. Street lighting plans showing pole locations with station and offset
6. DESIGN CONSULTANT will reference the TDM # 6 standard details and drawings for the following:
 - a. Pole Assembly Detail (Pole, foundation, mast arm)
 - b. Junction Box detail
 - c. Trench detail
 - d. Connection details
7. SRP shall be responsible for providing design drawings for the electrical details (Control center, wiring schematic, and cable schedule).

8. Existing Paseo Trail solar lighting would not be impacted and could remain in place, if required, any removal and replacement work is not included in this scope of work.

F. LANDSCAPE & IRRIGATION PLANS

1. DESIGN CONSULTANT shall Inventory existing trees within the project limits, located via GPS survey and catalogue to determine if they are to remain in place, be salvaged for reuse, or demolished. DESIGN CONSULTANT shall identify the tree species, record the caliper, ascertain the general health, and record the viability for transplant. DESIGN CONSULTANT shall prepare plant inventory and salvage plans.
2. DESIGN CONSULTANT shall review existing irrigation water meters, valves, mainline, controllers, and other major irrigation infrastructure locations to determine potential for salvage. Locations shall be derived from as-built and design plans provided by the CITY. DESIGN CONSULTANT shall include the existing irrigation locations on the plant inventory plan sheets.
3. DESIGN CONSULTANT shall coordinate with the CITY's Landscape Architect to determine the desired types of plant material and irrigation equipment.
4. DESIGN CONSULTANT shall develop Landscape plans showing location and species of proposed new trees, existing trees to remain, and salvaged and relocated trees. Shrub massing shall be shown. Specific shrub species shall be shown at the 60% plan submittal. Plant schedule, landscape notes, and CITY of Chandler standard landscape details shall be shown.
5. DESIGN CONSULTANT shall develop Irrigation plans showing locations of existing infrastructure to remain in place and new locations of water meter(s), mainline, and valves. Reclaimed water will be used for irrigation.
6. DESIGN CONSULTANT shall provide a table of contents identifying the specifications that shall be used at the 60% plan submittal, and develop an opinion of probable cost for each plan submittal.
7. DESIGN CONSULTANT shall identify individual shrubs and develop irrigation laterals for the 60% plan submittal.
8. DESIGN CONSULTANT shall generate Landscape and Irrigation specifications at the 60% plan stage.
9. DESIGN CONSULTANT shall show the water taps for irrigation equipment on the utility plans or roadway plans, as appropriate. DESIGN CONSULTANT shall provide the complete design and all necessary details for these water taps and power for the irrigation controllers.
10. Up to three (3) coordination meetings will be attended by project Landscape Architect. Meetings can be progress meetings, specific discipline meetings, or meetings with area stakeholders.

11. Bioassay testing, archeology, soil fertility, and other tests to determine plant viability in existing conditions are not considered part of this scope of work.
12. DESIGN CONSULTANT shall coordinate with all impacted utility companies, including SRP, for the landscape and irrigation design.

G. EROSION AND SEDIMENT CONTROL PLANS

1. DESIGN CONSULTANT shall develop Erosion and Sediment Control Plans (ESCPs) that may be utilized by a contractor during construction as Storm Water Pollution and Prevention Plans (SWPPP), as required on all projects that have the potential to impact any adjacent drainage system, under the provisions of section 402(p) of the Clean Water Act (CWA) and regulations 40 CFR 121, to secure a cost for the Arizona Pollutant Discharge Elimination System (AZPDES) permit and to ensure that the contractor is held responsible for this effort.
2. ESCPs shall include coversheet and index sheet in conformance with City requirements, erosion control details and erosion control plans in conformance with Arizona Department of Environmental Quality (ADEQ) and Environmental Protection Agency (EPA) requirements.

H. WATERLINE AND SANITARY SEWER PLANS

1. DESIGN CONSULTANT shall prepare water and sewer plans for miscellaneous relocations and stubs for future development. This work includes one plan/profile sheets. The design and construction will be a cost to the CITY's Municipal Utility Department.
2. DESIGN CONSULTANT shall prepare the water and sewer Approval to Construct Applications for the Maricopa County Environmental Services Department approval. County review fees will be paid for by CITY.
3. DESIGN CONSULTANT shall evaluate and design for upgrading of sewer facilities such as manhole rehabilitation. The design and construction will be a cost to the CITY's Municipal Utility Department.

I. SRPI CONSOLIDATED CANAL STRUCTURE PLANS

1. DESIGN CONSULTANT shall design Consolidated Canal Box Culvert Structure widening to support the proposed ultimate roadway cross section.
2. DESIGN CONSULTANT shall coordinate structure design with Salt River Project Irrigation (SRPI) to define construction sequencing and requirements regarding canal dry-up for construction.
3. Structure design will be completed in accordance with SRPI Design Guidelines and Specifications for Bridge Crossings of Salt River Project Canals, November 2013; AASHTO LRFD Bridge Design Specifications, 2012; and ADOT Bridge Design Guidelines.

4. It is assumed that the existing box culvert structure will remain and be widened to the north and south to accommodate the proposed ultimate roadway cross section.
5. Per meeting with SRP, the existing delivery structure on the south side of the road will need to be relocated as part of this project.
6. Channel re-construction details to tie into the proposed box culvert structure widening will be provided as part of the Bridge Design.
7. The design and construction of the SRP Consolidated Canal Box Culvert Structure widening may require a separate bid package if the CITY determines that early construction is required.

J. CONSTRUCTION SEQUENCING PLANS

1. DESIGN CONSULTANT shall coordinate with City staff to prepare a construction sequencing plan for project.
2. It is anticipated that this project would be constructed in several different phases.
3. DESIGN CONSULTANT shall prepare plans for each of the five construction phases and will be submitted with each project plans submittals including 60%, 95% and 100%.
4. This scope does not include preparing detailed traffic control plans.

12. POST DESIGN SERVICES

1. DESIGN CONSULTANT shall attend and actively participate in a pre-bid meeting. DESIGN CONSULTANT shall give a brief overview of the project and address questions related to the construction documents. DESIGN CONSULTANT shall prepare and deliver to CITY to issue any necessary Addenda for clarification or correction of the construction documents.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Determination of plant viability in existing conditions to be based on professional opinions with considerations of typical construction activity impacts.
2. Application fees for City reviews and permits shall be paid by City.
3. It has been assumed that all agencies have 20 working days review period.
4. Application fees for other agencies other than the City shall be paid utilizing the Owner's Allowance.
5. Construction management or observation / inspection, or participation in construction meetings is not included in this scope of work.

6. It is assumed that the Construction Manager will address Request for Information (RFIs) during construction and will prepare sealed as-built plans. Consultant will address any RFIs pertaining to any errors or omissions in the plans.
7. Post construction photogrammetric services and aerial mapping along the full limits of construction are not included in this scope of work.

EXHIBIT A-2

DESIGN TEAM ASSIGNMENTS

Discipline/Task	Classification	Person
Kimley-Horn and Associates, Inc.		
Project Management	Project Manager	Chris Woolery
Street Lighting, Traffic Signals, and Interconnection	Sr. Project Engineer	John Kissinger
QA/QC	Sr. Project Engineer	Kim Carroll
Drainage	Project Engr/Professional	Zachary Schmidt
Environmental Documentation and Clearance	Project Engr/Professional	Jennifer Tremayne
Project Engineer and Utility Coordination	Sr. Project Engineer	Robert Lyons
Landscape and Irrigation	Project Engr/Professional	Anne Beavers
TRACE		
Signing & Pavement Marking	Project Engineer	Chintan Jhavari
DME		
Signing & Pavement Marking	Project Engineer	Chintan Jhavari
PaleoWest		
Archaeology	Principal Investigator	Chris North
RLF Consulting		
Aerial Mapping	Survey Manager	Ryan Fidler
MakPro		
Public Outreach	Principal	Teresa Makinen
RAMM		
Geotechnical	Sr. Geotechnical Engineer	Ken Ricker

**EXHIBIT B
FEE SCHEDULE**

TASK DESCRIPTION		SUBTOTAL
Task 1 - Data Collection		\$ 4,140
	As-Built and Past Report Research	\$ 1,110
	Utility Data Collection - Collect and Log As-Built	\$ 1,146
	Review, PDF and Log As-Built/Past Reports	\$ 1,884
Task 2A - General Utility Coordination		\$ 25,080
	Prepare utility base file	\$ 3,686
	Develop and maintain utility inventory and conflict log	\$ 1,246
	Utility coordination meetings - up to ten (10)	\$ 4,957
	Utility coordination meeting notes	\$ 1,110
	Review Prior Rights Documentation (Up to 3 reviews)	\$ 978
	Utility notification letters (30%, 60%, 95%)	\$ 1,521
	Utility relocation concept development	\$ 2,568
	Individual utility field meetings - up to two (2)	\$ 1,598
	Utility coordination meeting notes	\$ 588
	Prepare utility strip map for utility review and use	\$ 816
	Prepare CADD files to Transmit to Utilities	\$ 696
	Review utility relocation plans (up to three reviews)	\$ 1,536
	Prepare utility clearance letter	\$ 1,452
	Calculations for Blow Out Clearance Requirements for	\$ 2,328
Task 2B - Union Pacific Railroad (UPRR) Coordination		\$ 15,245
	UPRR coordination meetings - up to two (2)	\$ 2,268
	UPRR meeting notes	\$ 915
	UPRR exhibits	\$ 2,668
	UPRR specifications	\$ 3,660
	Review UPRR estimate/draft agreement	\$ 2,546
	Prepare UPRR construction phasing exhibits	\$ 3,188
Task 2C - Arizona Corporation Commission (ACC) Coordination		\$ 18,330
	Prepare ACC application	\$ 6,416
	Attend on-site meeting	\$ 1,512
	Prepare on-site meeting notes	\$ 378
	Testify prep. before Admin. Law Judge w/exhibits	\$ 7,756
	Testify before Admin. Law Judge	\$ 2,268
Task 2D - SRP Irrigation (SRPI) – Consolidated Canal Coordination		\$ 13,419
	On-site meeting with notes	\$ 1,800
	SRPI coordination meetings - up to two (2)	\$ 3,312
	SRPI coordination meetings notes	\$ 1,810
	SRPI coord. for dry-up, de-activation, removals etc.	\$ 6,497
		\$ -
Task 3 - Progress Meetings		\$ 29,282
	Monthly Progress Meetings (10 mtgs) (Includes Comment	\$ 10,764
	Prepare Meeting Agenda/Exhibits/Handouts	\$ 4,580
	Monthly Progress Meeting Notes	\$ 6,720

	Prepare Summary of Comments for Comment Resolution	\$	3,354
	Maintain Action Item Log	\$	3,864
		\$	-
Task 4 - Miscellaneous Meetings		\$	11,134
A. PUBLIC MEETINGS		\$	-
	See Appendix A For Subconsultant Fee Proposal (MakPro)	\$	-
	Attend Public Meetings (1 Mtg)	\$	2,100
	Prepare Public Meeting Notes	\$	986
	Develop Display Boards & Handouts	\$	2,746
B. STAKEHOLDERS' MEETINGS		\$	-
	Stakeholders' Meetings (2 mtgs)	\$	2,268
	Prepare Meeting Agenda/Exhibits/Handouts	\$	1,278
	Meeting Notes	\$	1,114
C. TRANSPORTATION COMMISSION MEETING		\$	-
	Prepare Meeting Exhibits	\$	642
		\$	-
Task 5 - Project Management		\$	37,338
	Monthly Progress Reports (18 Rpts) (Include w/ Invoice)	\$	3,036
	Project Accounting Setup/Invoicing/Insurance	\$	3,884
	Contract Management (18 Months @ 2.5 hrs/Month)	\$	5,298
	Prepare/Update Project Schedule	\$	2,188
	Subconsultant Management	\$	5,988
	Prepare and Maintain Project Work plan	\$	1,598
	Project Quality Control Plan	\$	1,598
	Project Documentation/Email/Document Filing (18 Months)	\$	6,116
	Internal Team Meetings/Coordination	\$	7,632
		\$	-
Task 6 - Survey/Aerial Mapping Coordination		\$	2,255
	See Appendix B For Subconsultant Fee Proposal (RLF)	\$	-
	Develop Survey Request	\$	623
	Review and Update Topo Survey CADD Files	\$	1,632
Task 7 - Right-of-Way Survey		\$	4,144
	See Appendix B For Subconsultant Fee Proposal (RLF)	\$	-
	Research/Input Ownership from Title Reports/Assessor's	\$	444
	QC Existing R/W File	\$	588
	Prepare Proposed R/W & Easement Strip Map	\$	1,642
	QC Proposed R/W and Easement Documents	\$	1,470
		\$	-
Task 8 - Utility Locating Services (Potholing)		\$	1,944
	Coordination of Potholes (See Sub-consultant RT)	\$	1,944
Task 9 - Geotechnical		\$	1,160
	Coordination of Geotech Rpt (See Sub-Consultant RAMM)	\$	1,160
Task 10 - Environmental Clearance/Traffic Analysis		\$	43,910
A. Environmental		\$	-
	ADOT Coordination	\$	2,266
	Scoping letters and lists	\$	4,600

	Phase I ESA		\$	5,090
	Update Phase I ESA		\$	2,274
	Urban Project Biological Evaluation Form (entire project)		\$	2,136
	Preliminary Initial Site Assessment (entire project)		\$	2,136
	Update Preliminary Initial Site Assessment		\$	1,215
	Update Preliminary Initial Site Assessment		\$	1,215
	LBP and ACM Testing		\$	2,724
	Cultural Resources Coordination		\$	1,470
	Noise Analysis		\$	1,470
	Air Quality Coordination		\$	1,470
	4(f) de minimis determination		\$	1,470
	Geotechnical Environmental Clearance		\$	2,456
	Draft and Final Categorical Exclusion and Environmental		\$	10,826
B. Traffic Analysis				\$ -
	Update City Synchro models and determine LOS		\$	1,092
Task 11 - Plans, Specs and Estimates				\$ 451,444
	Task 11 - Plans, Specs and Estimates		\$	35,910
	Task 11A - Paving Plan/Profiles		\$	135,588
	Task 11B - Drainage Report & Plans		\$	57,076
	Task 11C - Traffic Signal & Interconnect Plans		\$	59,046
	Task 11D - Striping and Signing Plans		\$	7,770
	Task 11E - Street Light Plans		\$	26,182
	Task 11F - Landscape & Irrigation Plans		\$	38,802
	Task 11G – Erosion & Sediment Control Plans		\$	16,207
	Task 11H – Waterline and Sewerline Plans		\$	7,749
	Task 11 I. SRPI Canal Structure Plans		\$	51,292
	Task 11 J. Construction Sequencing Plans		\$	15,822
				\$ -
Task 11 - Plans, Specs and Estimates		100%	\$	451,444
	ADOT Project Assessment (Pre-30% Plans)	9%	\$	40,630
	Cost Estimate	2%	\$	9,029
	Project Assessment with Alignment Plans	7%	\$	31,601
	30% Submittal	22%	\$	99,318
	Cost Estimate	2%	\$	9,029
	Drainage Report	5%	\$	22,572
	Plans	15%	\$	67,717
	60% Submittal	34%	\$	153,491
	Cost Estimate	2%	\$	9,029
	Technical Specifications	5%	\$	22,572
	Plans	27%	\$	121,890
	95% Submittal	21%	\$	94,803
	Cost Estimate	2%	\$	9,029
	Technical Specifications	2%	\$	9,029
	Plans	17%	\$	76,745
	100% Submittal	7%	\$	31,601

	Cost Estimate	1%	\$ 4,514
	Technical Specifications	1%	\$ 4,514
	Plans	5%	\$ 22,572
	Final Submittal	7%	\$ 31,601
	Cost Estimate	1%	\$ 4,514
	Technical Specifications	1%	\$ 4,514
	Plans	5%	\$ 22,572
			-
Task 12 - Post Design Services			\$ 1,956
	Pre-bid meeting		\$ 1,956
			\$ -
SUBTOTAL DIRECT LABOR			\$ 660,781
SUBCONSULTANTS TASKS			
SUBCONSULTANTS TOTAL			\$ 150,350
PaleoWest - Task 10 Environmental Clearance			
	Cultural Survey		\$ 5,985
DME Consultants - Task 10 Environmental Clearance			
	Air Quality & Noise Analysis		\$ 24,509
Trace Consulting - Task 11D - Signing/Pavement Marking			
	Signing/Pavement Marking Design		\$ 24,462
	Project Review (QC)		\$ 6,048
			\$ -
RLF Consulting - Task 6 Survey, Task 7 ROW			
	Design Survey - Task 6		\$ 18,840
	Right-of-Way Coordination - Task 7 (20 Legals/Exhibits @		\$ 7,000
			\$ -
RAMM - Task 9 Geotechnical Report			
	Test borings and report		\$ 7,450
MakPro - Task 4 Public and Stakeholder Meetings			
	Site & Stakeholder Orientation		\$ 330
	Public Meetings (2)		\$ 1,760
	Community Contact and Stakeholder Meetings		\$ 2,310
	Progress Meetings		\$ 1,320
RT Underground - Task 8 Utility Designation			
	Utility Designation		\$ 9,750
Utility Construction Co. - Task 8 Utility Locating			
	Potholes (50 Potholes) (60% in Dirt and 40% in AC/Concrete)		\$ 26,550
	Traffic Control (9 Single Lane Closures)		\$ 2,340

	Traffic Control (9 Shoulder Closures)		\$ 1,350
	Off Duty Officer		\$ 2,346
	UPRR Permit/Insurance		\$ 8,000
DIRECT EXPENSES			\$ 3,415
	Courier / Delivery		\$ 450
	Outside Copying		\$ 1,480
	EDR (Hazmat Database Report)		\$ 1,485
OWNER'S ALLOWANCE			\$ 160,000
	Owner's Allowance		\$ 160,000
		TOTAL	\$ 974,546

**EXHIBIT B-1
UNIT RATES**

Classification	Rate	Unit
DESIGN CONSULTANT		
Project Manager	\$199	Hourly
Sr. Project Engineer	\$179	Hourly
Project Engineer /Professional	\$147	Hourly
Engineer /Designer	\$111	Hourly
Technician/Drafter	\$87	Hourly
Administrative/Clerical	\$69	Hourly
Courier / Delivery	\$15.00	Each
TRACE		
Project Engineer	\$109.96	Hourly
Sr. Engineer	\$81.16	Hourly
Administrative	\$58.91	Hourly
DME Consultants		
Environmental Manager	\$138.60	Hourly
Noise & Air Quality Specialist	\$113.00	Hourly
Technician	\$85.00	Hourly
Administrative	\$51.33	Hourly
PaleoWest		
Cultural Report	\$5,985	Lump Sum
RLF Consulting		
Project Principal	\$165	Hourly
Project Surveyor	\$125	Hourly
2 Person Crew	\$135	Hourly
1 Person Crew	\$105	Hourly
Tech/Draftsman	\$105	Hourly
Administrative	\$55	Hourly
Legal Descriptions/Exhibits	\$350	Each
MakPro		
Public Outreach Liaison	\$110	Hourly
RAMM		
Geotechnical Investigation	\$5,950	Lump Sum
Percolation Tests	\$1,500	Two
RT Underground		
Utility Designating	\$9,750	Allowance
Utility Construction Co.		
Pothole (with ½ slurry & hot patch)	\$525	Each
Off Duty Police Officer	\$69	Hourly

EXHIBIT C

Design Consultant Immigration Warranty

To Be Completed by Design Consultant Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Design Consultant and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

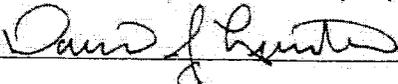
By completing and signing this form the Design Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST1502.201; FEDERAL PROJECT NO.: CHN-0(237)D; TRACS NO. SZ170 01D		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The Design Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Design Consultant has identified all Design Consultant and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Design Consultant (Employer) or Authorized Designee:



Printed Name: David J. Leistiko, P.E.

Title: Sr. Vice President

Date (month/day/year): 03/08/2016