



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP16-175**

**1. Agenda Item
Number:** 14

**2. Council Meeting
Date:**
March 31, 2016

TO: MAYOR & COUNCIL

3. Date Prepared: March 2, 2016

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Professional Services Contract award to Entellus, Inc., for Cooper Road Improvements, (3500' north of Chandler Heights Road to Riggs Road)

6. RECOMMENDATION: Staff recommends City Council award a Professional Services Contract to Entellus, Inc., for Design Consultant Services for Cooper Road Improvements, (3500' north of Chandler Heights Road to Riggs Road), Contract No. ST1503.201, in an amount not to exceed \$1,088,294.

7. BACKGROUND/DISCUSSION: This project is to improve Cooper Road from approximately 3500' north of Chandler Heights Road to Riggs Road. Cooper Road will be improved to four (4) traffic lanes 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. The scope of work also includes the evaluation of existing Americans with Disabilities Act compliance within the project limits. The project will be designed to Federal Highway Administration (FHWA) and Arizona Department of Transportation (ADOT) standards to facilitate use of federal funds on the project.

8. EVALUATION PROCESS: On November 16, 2015, staff received Statements of Qualifications from six (6) firms for Design Consultant Services. On December 3, 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 480 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$1,088,294

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>
417.3310.6517.6ST675	Grant-STP	Cooper Rd (Queen Creek to Riggs)	Yes	\$ 954,112
415.3310.6517.6ST675	Impact Fee	Cooper Rd (Queen Creek to Riggs)	Yes	\$ 82,672
601.3820.6714.6WA110	Water Bond	Water System upgrades with street projects	Yes	\$ 31,030
615.3910.6813.6WW332	Wastewater Operating	Wastewater system upgrades with street projects	Yes	\$ 20,480

10. PROPOSED MOTION: Move City Council award a Professional Services Contract to Entellus, Inc., for Design Consultant Services for Cooper Road Improvements, (3500' north of Chandler Heights Road to Riggs Road), Contract No. ST1503.201, in an amount not to exceed \$1,088,294.

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

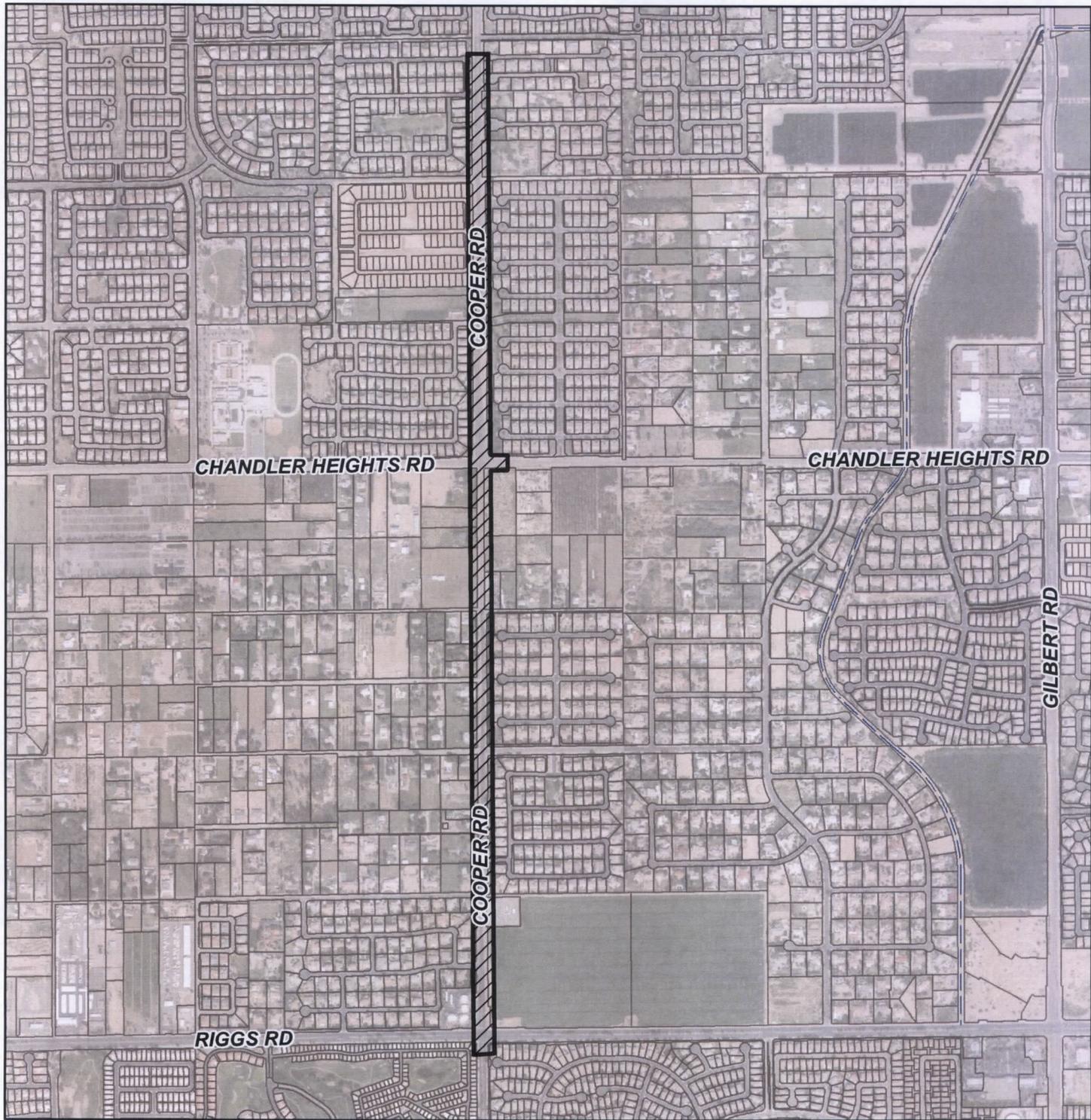


Daniel W. Cook, City Engineer

14. Acting City Manager



Marsha Reed



**COOPER RD IMPROVEMENTS
(3500' NORTH OF
CHANDLER HEIGHTS RD TO RIGGS RD)
PROJECT NO. ST1503.201**

MEMO NO. CP16-175



 PROJECT LOCATION



PROFESSIONAL SERVICES CONTRACT

Project Name: Cooper Road Improvements (3500' North of Chandler Heights Road to Riggs Road)
Project No.: ST1503.201; Federal Aid No.: STP-CHN-0(235); TRACS No.: SZ181 03D

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 Entellus, Inc., an Arizona corporation, 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 **One Million Eighty Eight Thousand Two Hundred Ninety Four dollars (\$1,088,294)** 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 Four Hundred Eighty (480) 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 of 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 Subconsultant or supplier of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
 - h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.
2. In the event of the CONSULTANT's noncompliance with the NONDISCRIMINATION provision (Section 21) of this CONTRACT, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the CONSULTANT under the CONTRACT until the CONSULTANT complies, and/or;
 - b. Cancellation, termination, or suspension of the CONTRACT, in whole or in part.
 3. The CONSULTANT shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBE and Non-DBE, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
 4. The CONSULTANT shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in or is threatened with litigation with a Subconsultant or

supplier as a result of such direction, the CONSULTANT may request the State to enter into such litigation to protect the interests of the State, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION (FOR FEDERAL-AID FUNDED CONTRACTS)

CONSULTANT shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this CONTRACT:

1. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
2. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
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;
- b. Create a level playing field on which DBEs can compete fairly for federally-funded contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility requirements are counted as DBEs;
- e. Help remove barriers to the participation of DBEs in federally-funded contracts; and
- f. Assist in the development of firms that can compete successfully in the marketplace.

- g. 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
Consultant	Subconsultant A	Subconsultant B	Compensation
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: *Michael R*
Title: CEO

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

ADDRESS FOR NOTICE
3033 N. 44th St Ste 250
Phoenix, AZ 85018
Phone: (602) 244-2566

APPROVE AS TO FORM

ATTEST: If Corporation

City Attorney by: *[Signature]*

William A. Cimb
Secretary

ATTEST:

City Clerk SEAL

EXHIBIT A SCOPE OF WORK

A. BACKGROUND

City of Chandler (City) Project No. ST1503.201 will reconstruct and widen approximately 1.75 miles of Cooper Road from 3500 feet north of Chandler Heights Road (approximately Coconino Drive) to Riggs Road. The Cooper Road/Chandler Heights Road intersection will be improved to provide two through lanes and a dedicated left turn lane in each east/west direction.

CONSULTANT shall provide the following tasks:

- Topographic survey of existing land features.
- Design new arterial roadway section using the City's minor arterial section Standard Detail C-205 including two through lanes, bike lanes, curb & gutter and sidewalk in each direction.
- Evaluate alternative roadway sections in areas where existing right-of-way is constrained to preserve existing structures and minimize the need for new right-of-way.
- Design the intersection at Cooper Road and Chandler Heights Road to a four lane intersection with right turn lanes. Improvements on the east and west legs will taper to the existing roadway section. Right-of-way along Chandler Heights Road where acquired will be per the standard major arterial detail. An owner's allowance is included for the design of Chandler Heights Road to the east of Cooper Road.
- Design Cooper Road improvements to match existing Riggs Road intersection. Design curb returns and ramps on all four corners to meet the City's ADA standards.
- Verify ADA compliance and design upgrades as needed to meet the current standards throughout the corridor.
- Identify recommended median openings and discuss with City staff to finalize locations and dimensions.
- Design new LED street light system for entire project. Convert existing lighting to LED from Hunt Highway to Riggs Road and from Kaibab to Ocotillo Road.
- Design and detail new water and sewer service stubs to undeveloped parcels.
- Coordinate with City staff, confirm and design new and/or replacement water, sewer, and reclaimed water mainlines. Scope anticipates new City water line from Cloud Road to Via de Palmas.
- Design private irrigation delivery and tailwater collection systems (open channel or pipe) to replace existing open channel private irrigation systems.
- Coordinate with RWCD staff and design replacement irrigation water delivery and tail water collection systems to replace existing irrigation facilities impacted by improvements and submit for RWCD approval. Existing RWCD facilities anticipated to be impacted are the junction structure on southwest corner of Cooper Road and Chandler Heights Road, RWCD laterals along Chandler Heights Road and Brooks Farm Road.
- Perform hydrologic and hydraulic calculations to set catch basin locations, size storm drain, and establish detention basin locations and sizes necessary to conform to City's development criteria.
- The ramps at the intersection of Riggs Road and Cooper Road will be upgraded to meet ADA standards. No traffic signal improvements are anticipated at this intersection, and if signal improvements are necessary, they will be completed using an allowance.
- The use of retaining walls are generally not anticipated. If it is necessary to construct small retaining walls to contain slopes within existing right-of-way, they will be designed utilizing standard details from past projects and to minimize construction costs. Design masonry walls along Cooper Road right-of-way for "county island" properties.
- Prepare median landscape and irrigation treatments for median islands. Coordinate roadway improvements with adjacent HOAs to reestablish landscape treatments and irrigation systems between residential areas and new roadway.
- Perform geotechnical investigation, determine pavement structural section, complete percolation tests at

detention basin locations, and prepare Materials Clearance Letter.

- Prepare legal descriptions and exhibits for new right-of-way and easements.
- Coordinate utility relocations and prepare Utility Clearance Letter.
- Conduct environmental assessment and prepare Environmental Clearance Letter.

Design and construction will be implemented in two phases based on anticipated funding availability:

- Phase 1 - Northern terminus to ±150 feet south of Chandler Heights Intersection.
- Phase 2 - Southern terminus of Phase 1 to south curb returns of Riggs Road intersection.

Construction documents will be prepared for each phase as standalone packages with individual cover sheets, notes and specifications in compliance with Federal funding requirements for construction cost reimbursement with review by ADOT. Specifications and bid schedules will follow ADOT Standard format. Review Submittals will be made at 15%, 30%, 60%, 95%, and 100%.

The design shall conform to the latest edition and amendments of the following:

- City Standard Details and Specifications
- City Technical Design Manual (TOM) #1: Water System Design
- City TOM #2: Wastewater and Reclaimed Water System Design
- City TOM #3: Storm Drainage System Design
- City TOM #4: Street Design and Access Control
- City TOM #5: Traffic Signal Design
- City TOM #6: Street Light Design
- City TOM #7: Traffic Barricade Design
- City TOM #8: Landscape and Irrigation Design of Right Of Ways, Retention Basins and Parks
- City Code
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details
- FHWA Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) (2009)
- AASHTO A Policy on Geometric Design of Highways and Streets, 2011 Edition
- AASHTO Roadside Design Guide, 2011 Edition
- U.S. Access Board Public Rights-of-Way Accessibility Guidelines (PROWAG) (2011)
- ADOT Roadway Design Construction Standard Drawings (C-Standards) (May 2012)
- Drainage Design Manual for Maricopa County, Volume I-III
- ADOT Standard Specifications for Road and Bridge Construction
- ADOT Stored Specifications
- ADA Guidelines for reviewing compliance of existing sidewalk and ramps in the corridor.

Our team includes the following sub-consultants:

- Kimley-Horn -Traffic Signal & Traffic Signal Interconnect, Street Lighting, Landscape & Irrigation
- CivTech - Signing and Striping
- Del Sol Group – Environmental/ Cultural Resources
- ACS Services – Geotechnical
- KC Locate - Potholing

B. GENERAL TASKS

1. DATA COLLECTION & SITE VISIT

1.1. Data Collection

1.1.1. Consultant shall obtain and review existing record drawings, design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, development plans, development Drainage Reports, and other relevant documents made available by the City.

1.1.2. Consultant shall perform AZ 811 (Blue Stake) records request, contact utility representatives, obtain utility record drawings, and collect City's record drawings.

1.1.3. Consultant shall obtain and review right-of-way and easement documentation from the City and Maricopa County.

1.1.4. Consultant shall obtain traffic projection data from MAG to be used for environmental noise modeling.

1.1.5. Consultant shall keep a log of all documents and information obtained for the project.

1.2. **Site Visit**

1.2.1. Consultant shall conduct a site visit to review topographic survey data, assess general conditions of existing roadway, drainage and irrigation features and take photos.

1.2.2. City maintenance staff will be invited to the site visit to identify recurring maintenance issues that can be incorporated into the roadway improvement design and construction budget.

2. PUBLIC UTILITY COORDINATION

2.1. Consultant shall prepare utility base map of utility companies' private developments', City's existing utilities in accordance with the latest version of the Arizona Utility Coordinating Committee "Public Improvement Project Guide" (PIPG).

2.2. Consultant shall coordinate with each utility company and City's Municipal Utilities (MUD) to identify utility facility upgrades.

2.3. Consultant shall field verify the horizontal locations of utilities within the project limits prior to the 60% design submittal. Consultant shall prepare base maps and transmit them to the utility companies for verification and comment concerning the utility location. Consultant shall incorporate the utility company comments into the base maps.

2.4. Consultant shall identify conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives.

2.5. Consultant shall send one (1) set of 15%, 30%, 60%, 95%, and 100% plans and electronic base files as requested to each utility company for their review with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements. Consultant shall review and coordinate utility relocation plans and design for constructability and compatibility with proposed improvements.

2.6. Consultant shall assist City's utility coordinator to obtain a clearance letter from each utility company defining the utility relocation scope, design schedule and construction schedule prior to submittal of Final Sealed construction documents. Consultant shall prepare a utility clearance letter summarizing all utility relocations and schedules and submit to City's utility coordinator.

2.7. Consultant shall coordinate with RWCD's design consultant's preparation of lateral relocation and gate structure replacement. Consultant coordination includes:

2.7.1. Establishing alignments and locations for lateral and gate structures in new easement areas outside City road right-of-way.

2.7.2. Review relocation plans for compatibility with City's roadway improvement plans and provide comments.

2.7.3. Assist City with easement acquisition including coordination with RWCD's land agents to obtain relocation agreements.

2.7.4. Identify utility conflicts with RWCD relocations and coordinate relocations to clear RWCD's new facilities.

2.7.5. Prepare removal plans for existing laterals and structures that will be abandoned.

2.7.6. Coordinate and develop a design and construction schedule to complete relocations during annual dry-up.

2.8. Consultant shall coordinate with SRP design consultant's preparation of 69kV overhead relocation. Consultant coordination includes:

2.8.1. Establishing alignments and locations for new 69kV poles and overhead lines in new easement areas outside City road right-of-way

2.8.2. Review relocation plans for compatibility with City's roadway improvement plans and

- provide comments.
- 2.8.3. Assist City with easement acquisition including coordination with SRP's land agents to obtain relocation agreements.
 - 2.8.4. Identify utility conflicts with SRP relocations and coordinate relocations to clear SRP's new facilities.
 - 2.8.5. Coordinate and develop a design and construction schedule to complete relocations prior to starting roadway improvements
 - 2.8.6. Coordinate and assist SRP to obtain approval of SRP plans by RWCD for work around their facilities prior to construction.

3. PROGRESS MEETINGS

- 3.1. Consultant will schedule and administer the following project meetings to be held at the City:
 - 3.1.1. Project Kickoff Meeting (1)
 - 3.1.2. Project Meetings (15)
 - 3.1.3. Additional coordination with the City outside of meetings will be maintained through the project duration. Interim communications shall be maintained via telephone or e-mail transmission.
 - 3.1.4. ADOT Kickoff Meeting (1)
 - 3.1.5. Comment Resolution Meetings (4) after 15%, 30%, 60% & 95% submittals
 - 3.1.6. Utility Coordination Meetings (4) after 15%, 30%, 60%, & 95% submittals
 - 3.1.7. Specific Utility Coordination Meetings with RWCD and SRP or Others (6)
 - 3.1.8. Additional coordination with the Utility Representatives outside of meetings will be maintained through the project duration. Interim communications shall be maintained via telephone or e-mail transmission.
- 3.2. Consultant will distribute electronic meeting invitations to appropriate attendees prior to each meeting. Consultant shall prepare and distribute agenda and meeting minutes with action items for each meeting.

4. PUBLIC MEETINGS

- 4.1. Consultant shall participate in three (3) Public Information Meetings (15%, 60% and 100%) and be responsible for the following:
 - Develop display boards showing proposed improvements existing right-of-way, proposed right-of-way and proposed typical section
- 4.2. City or its public outreach consultant shall be responsible for the following:
 - Secure a meeting location and time
 - Prepare and distribute mailers/flyers to residents within and adjacent to the project
 - Prepare newspaper notice of meeting
 - Prepare a meeting sign-in sheet
 - Prepare and make available a public comment sheet

5. STAKEHOLDER MEETINGS/COORDINATION WITH NEW DEVELOPMENTS (ALLOWEANCE)

- 5.1. Consultant will schedule and administer four (4) stakeholder coordination meetings to be held at the City.
- 5.2. Consultant shall prepare and distribute agenda and meeting minutes with action items for each meeting.
- 5.3. Consultant shall incorporate design for new developments in the project area into the roadway improvements design as needed. No developments are anticipated to be underway in the duration of this project, however, Consultant will depend on the City for notification of upcoming developments through their construction permitting process, and for arranging for copies of design plans. Consultant will add any known adjacent improvements to the design plan and designate them as "By Others".

6. PROJECT MANAGEMENT

- 6.1. Consultant shall prepare monthly progress reports, perform monthly budget and schedule monitoring, process sub-consultant invoices, and perform other general administrative tasks.
- 6.2. Consultant shall coordinate, compile, and include federal forms and certifications into construction documents to meet Federal funding requirements.

7. TOPOGRAPHIC SURVEY

- 7.1. Consultant shall perform ground survey to establish horizontal and vertical control. Existing roadway centerlines shall be established through Maricopa County Recorder's maps and land surveys in conjunction with existing street monuments.
 - 7.1.1. Horizontal control shall be State Plane Coordinates, North American Datum of 1983 (NAD 83) 1992 epoch, and Arizona Central Zone, International Foot.
 - 7.1.2. Vertical control shall be North American Vertical Datum of 1988 (NAVD 88), International Foot.
- 7.2. Consultant shall perform a topographic survey of existing features including curb and gutter, catch basins, scuppers, culverts, box culverts, 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. Survey limits are as follows:
 - Cooper Road - South curb returns at Kaibab Place to 300 feet south of Riggs Road
 - Chandler Heights Road - 1000 feet east and west of Cooper Road
 - Riggs Road - 300 feet east and west of Cooper Road
 - Other paved roads - 300 feet east and west of Cooper Road (but not beyond gated residential community entrances)
 - Driveways and unpaved turnouts- 25 feet beyond the proposed right-of-way
- 7.3. Consultant shall take Cooper Road centerline pavement, lane lines, gutter pan, top of curb, and existing ground elevations at 25 foot intervals within the limits stated in Item 7.2 to the existing or proposed right-of-way lines.
- 7.4. Consultant shall take elevations along driveway centerline and edges at 10' intervals beginning at the back of curb to 50 feet beyond the back of curb.
- 7.5. Consultant shall take elevations at the inverts of catch basins, manholes, and water valve nuts within the project limits.
- 7.6. Consultant shall establish two benchmarks within a half mile each direction along Cooper Road. Consultant shall provide a sketch showing each benchmark with a minimum of 3 ties to features that will not be disturbed by construction.

8. RIGHT-OF-WAY COORDINATION

- 8.1. Consultant shall prepare a right-of-way strip map overlain on an aerial image showing existing right-of-way. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for new property acquisitions for road right-of-way, drainage easements, temporary construction easements, sight triangle easements, and utility easements. Consultant shall provide City with list of properties requiring title reports for acquisitions.
- 8.2. Consultant shall provide legal descriptions and exhibits for new property acquisitions for right-of-way, drainage easements, temporary construction easements, and utility easements. City shall provide title search documents with Schedule "B" attachments for each parcel requiring new right-of-way or easement. Legal descriptions and exhibits shall include closure data. Phase 1 site assessments will be completed by Huston Environmental Services (detailed scope and fee attached). Consultant scope and fee based on preparing the following number and type and of legal descriptions and exhibits:

- 8.2.1. Estimated twenty-seven (27) new property acquisitions
 - 8.2.2. Estimated eight (8) drainage easements
 - 8.2.3. Estimated ten (10) SRP and RWCD easements
 - 8.2.4. Estimated thirty-five (35) temporary construction easements
- 8.3. Consultant shall provide technical assistance and support to City for the new right-of-way and easement acquisition. Assistance will include furnishing design calculations, explaining alternatives, justifying proposed design, and meetings (up to 6) with City and County right of way agents and property owners.

9. PLANS, REPORTS, SPECIFICATIONS, ESTIMATES

9.1. General Sheets & Roadway Plans

- 9.1.1.1. Cover Sheet
 - 9.1.1.2. General Notes, Design Data, Pavement Structural Sections
 - 9.1.1.3. Key Map
 - 9.1.1.4. Detail Sheets
 - 9.1.1.5. Typical Roadway Sections
 - 9.1.1.6. Survey Control & Geometric Layout Sheets
 - 9.1.1.7. Paving Plan and Profile Sheets (1"=20' horizontal, 1"=2' vertical)
 - 9.1.1.8. Cross Sections (50' intervals) (1"=10' horizontal)
- 9.1.2. Paving plan sheets will show survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, curb ramps, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, and construction notes.
- 9.1.3. Profiles shall show centerline stationing, existing ground, proposed curb and gutter grades, benchmarks and underground utilities.
- 9.1.4. Cross sections and earthwork quantities determined, with the intent to provide a balanced earthwork project.
- 9.1.5. Consultant shall complete horizontal, vertical and earthwork calculations.
- 9.1.6. Consultant shall prepare up to three alternative layouts for Chandler Heights Blvd. improvements to be discussed with the City prior to development. Alternatives may include:
- 9.1.6.1. Alternative 1 will include narrow (3') raised median islands adjacent to left turn bays with reverse curve transitions to develop the full median width, ending with an interim rounded raised median nose.
 - 9.1.6.2. Alternative 2 will include narrow (3') raised median islands adjacent to left turn bays only.
 - 9.1.6.3. Alternative 3 will not include raised median islands.
- 9.1.7. Consultant shall prepare Project Assessment (PA).
- 9.1.8. Consultant shall prepare Materials QA Plan.
- 9.1.9. Consultant shall prepare technical specifications and special provisions.
- 9.1.10. Consultant shall prepare an opinion of probable costs.

9.2. Drainage Reports & Plans

- 9.2.1. Consultant shall verify that hydraulic calculations in existing development Drainage Reports account for half street runoff and detention volume requirements along frontage. Calculated volumes will be compared to topographic survey to verify existing basin configurations proved required storage volumes.
- 9.2.2. Consultant shall perform hydraulic analysis to quantify storm water runoff from roadway improvements in project limits. Analysis will establish size and location of storm water drainage system of inlets, catch basins, pipes and detention basins to meet requirements in City's TOM #3: Storm Drainage System Design.

- 9.2.2.1. Hydraulic analysis will calculate half street runoff for each private parcel frontage within project limits.
- 9.2.2.2. Initial storm water drainage system and proposed basin locations will be developed and reviewed with City staff for concurrence prior to 60% submittal. Storm water system and basins will be coordinated with adjacent properties that have submitted development plans to City.
- 9.2.3. Consultant shall prepare Initial Drainage Report identifying catch basins, inlets, storm drains, detention basin locations, detention basin configurations, detention basins volumes and hydraulic calculations.
- 9.2.4. Consultant shall incorporate comments received from the Draft Drainage Report into a Final Drainage Report.
- 9.2.5. Consultant shall prepare drainage plans to consist of:
 - 9.2.5.1. Storm Drain Plan & Profile Sheets
 - 9.2.5.2. Detention Basin Layout Plans, Sections and Details
 - 9.2.5.3. Drainage Detail Sheets
- 9.2.6. Consultant shall prepare technical specifications and special provisions.
- 9.2.7. Consultant shall prepare an opinion of probable costs.

9.3. Wall Plans

- 9.3.1. Consultant shall prepare design calculations for masonry and retaining walls in accordance with City building review requirements and applicable building codes.
- 9.3.2. Consultant shall prepare structural plans to consist of:
 - 9.3.2.1. Retaining and Masonry Wall Typical Section & Details
 - 9.3.2.2. Retaining and Masonry Wall Plan & Elevation Sheets
- 9.3.3. Consultant shall prepare technical specifications and special provisions.
- 9.3.4. Consultant shall prepare an opinion of probable costs.

9.4. Traffic Signal & Traffic Signal Interconnect Plans

- 9.4.1. Traffic signal and traffic signal interconnect plans will be provided by Kimley-Horn and Associates (KHA). See attached KHA scope and fee proposal for detailed information.
- 9.4.2. Consultant shall coordinate sub-consultant services and deliverables provided by KHA.

9.5. Street Lighting Plans

- 9.5.1. Street lighting analysis and plans will be provided by KHA. See attached KHA scope and fee proposal for detailed information.
- 9.5.2. Street lighting plans will be prepared to remove existing HPS fixtures and replace with City approved LED fixtures from Hunt Highway to Riggs Road. These plan sheets will be prepared on an aerial background.
- 9.5.3. Consultant shall coordinate sub-consultant services and deliverables provided by KHA.

9.6. Signing & Pavement Marking Plans

- 9.6.1. Signing and pavement marking plans will be provided by CivTech. See attached CivTech scope and fee proposal for detailed information.
- 9.6.2. Consultant shall coordinate sub-consultant services and deliverables provided by CivTech.

9.7. Landscape & Irrigation Plans

- 9.7.1. Landscape and irrigation plans will be provided by KHA. See attached KHA scope and fee proposal for detailed information.
- 9.7.2. Consultant shall coordinate sub-consultant services and deliverables provided by KHA.

9.8. Erosion Control Plan

- 9.8.1. Consultant shall prepare erosion control plans which identifies the direction of drainage flows and permanent erosion protection. The Contractor shall prepare the Storm Water Pollution Prevention Plan (SWPPP) meeting most current Arizona Pollutant Discharge Elimination System (AZPDES) General Permit for Discharge from Construction Activities to Waters of the United States.
- 9.8.2. Consultant shall prepare erosion control plans which will consist of:
 - 9.8.2.1. Erosion Control Cover Sheet (1)
 - 9.8.2.2. Index Sheet (1)
 - 9.8.2.3. Erosion Control Details (3)
 - 9.8.2.4. Erosion Control Plan Sheets (1"=40') (Stacked) (6)
- 9.8.3. Consultant shall prepare technical specifications and special provisions.
- 9.8.4. Consultant shall prepare an opinion of probable costs.

9.9. Construction Sequencing Plan

- 9.9.1. Consultant shall prepare a Construction Sequencing Plan in accordance with the City's latest barricade manual with analysis of potential traffic impacts associated with roadway improvements including the following:
 - Potential lane restrictions required for construction operations
 - Potential construction sequencing
 - Potential intersection closure and sequencing
 - Potential contractor staging operations

Prior to initiating traffic maintenance analysis, Consultant will attend one (1) meeting with the City Traffic Engineer (or his designee) to discuss potential traffic control requirements and closure options. Following development of preliminary traffic maintenance analysis, Engineer will provide a written response to comments received.

Consultant shall prepare a performance based preliminary traffic maintenance and construction sequencing plan for inclusion in the technical special provisions and general provisions. Plan shall indicate potential lane closure configuration and construction sequencing. Plan will not include detailed traffic control or barricade plan. These sequencing documents shall be considered by the Contractor, however they will not be considered to be the exclusive allowable option for construction sequencing. Submittals will be included within the 60%, 95% and Final Design Documents.

- 9.9.2. Consultant shall prepare Construction Sequencing Plans to consist of:
 - 9.9.2.1. Construction Sequencing Cover Sheet (1)
 - 9.9.2.2. Construction Sequencing Plans (6)
- 9.9.3. Consultant shall prepare technical specifications and special provisions.

9.10. Water, Reclaimed Water & Sanitary Sewer Plans

- 9.10.1 Consultant shall investigate existing water, sewer, and reclaimed facilities and coordinate with City's MUD to identify new mainlines and stubs at undeveloped parcels and as needed to complete the City's system in this corridor.
- 9.10.2 Consultant shall prepare utility plans to consist of:
 - 9.10.2.1 Water Line General Notes & Typical Section
 - 9.10.2.2 Water Line Plans and Details
 - 9.10.2.3 Water, Reclaimed Water & Sewer Service Stub Profiles
 - 9.10.2.4 Sanitary Sewer Line General Notes & Typical Section
 - 9.10.2.5 Sanitary Sewer Line Plans and Details - An allowance is included to design up to 5000 feet of 8 or 12 inch sanitary sewer line.
 - 9.10.2.6 Manhole Rehabilitation notes and details as identified in the City's assessment report
 - 9.10.2.7 Reclaimed Water Line General Notes & Typical Section
 - 9.10.2.8 Reclaimed Water Line Plans and Details

- 9.10.3 Consultant shall prepare technical specifications and special provisions.
- 9.10.4 Consultant shall prepare an opinion of probable costs.
- 9.10.5 Consultant shall prepare and submit Maricopa County Environmental Services Department (MCESD) Approval to Construct (ATC) application.

9.11. Private Irrigation Relocation Plans

- 9.11.1. Consultant shall identify facilities affected by roadway improvements. Consultant shall coordinate with City and facility owners to confirm relocation concept. (2 meetings anticipated)
- 9.11.2. Consultant shall prepare private irrigation relocation plans to consist of:
 - 9.11.2.1. Private Irrigation Line General Notes & Typical Sections
 - 9.11.2.2. Private Irrigation Line Plans & Details
- 9.11.3. Consultant shall prepare technical specifications and special provisions.
- 9.11.4. Consultant shall prepare an opinion of probable costs.

10. GEOTECHNICAL

- 10.1. Geotechnical investigation and pavement structure design services will be provided by ACS Services (ACS). See separate ACS scope and fee proposal for detailed information.
- 10.2. Consultant shall coordinate sub-consultant services and deliverables provided by ACS.

11. ENVIRONMENTAL

- 11.1. Environmental investigation and clearance services will be provided by Del Sol Group (Del Sol). The environmental investigation and clearance services will include a carbon monoxide hot-spot analysis and qualitative air quality assessment and traffic noise analysis by DME. A Categorical Exclusion (CE) is anticipated. See attached Del Sol and DME scope and fee proposals for detailed information.
- 11.2. Consultant shall coordinate sub-consultant services and deliverables provided by Del Sol.
 - 11.2.1. Consultant shall use MAG traffic volumes for noise analysis.
 - 11.2.2. Consultant shall provide City with mitigation measures.

12. UTILITY LOCATING SERVICES (POTHOLING)

- 12.1. Consultant shall conduct Subsurface Utility Engineering (SUE) per ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level A".
- 12.2. During the 60% design phase, Consultant shall develop a suggested pothole list that identifies stationing and offset. Consultant will provide the list to utility companies affected by the project, and facilitate coordination of a master pothole list. One hundred (100) total potholes are anticipated. City approved potholes will be reimbursed from Allowance.
- 12.3. Prior to completion of the 60% plans, Consultant shall provide vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. Pertinent pothole data will be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the depth, horizontal and vertical location, size and material composition of the utility line exposed.
- 12.4. Vacuum excavation potholing includes mobilization, set-up, traffic control (excluding uniformed police officer, special barricading, permit fees or inspections required by any governmental agencies), pavement patch as specified in Streetcut Permit (if any), excavation, backfill and compaction, and clean up. Consultant shall apply for and obtain City permit for potholing.
- 12.5. Identified water and sewer lines to be potholed, the Consultant shall notify representatives from the City's MUD in advance to perform visual inspection of the condition of the lines to the maximum extent possible. Rehabilitation or replacement recommendations will be developed by the MUD

representatives and provided to the City's Project Manager.

- 12.6. Consultant shall plot pothole information on plans and update plan and profiles as needed to reflect pothole results.

C. CONSTRUCTION DOCUMENT DELIVERABLES

1. PLAN, REPORT, AND STRIP MAP SUBMITTALS

Consultant shall prepare plans, reports, exhibits, specifications and estimates in accordance with City standards. The following submittals will be made to the City, ADOT and Utility Companies:

- 1.1. **Stage I (15% Plans).** Consultant shall submit the following deliverables:
 - 1.1.1. 15% concept layout showing proposed improvements. Concept layout will be submitted on roll plot with aerial background. Aerial mapping will be obtained from existing USGS or other available sources.
 - 1.1.2. Geotechnical Investigation Plan / Geotechnical Environmental Clearance Request
 - 1.1.3. Project Assessment (PA)
- 1.2. **Stage II (30% Plans).** Consultant shall submit the following deliverables:
 - 1.2.1. Draft Plans, Technical Specifications outline, Opinion of Probable Cost
 - 1.2.2. Draft Right-of-Way Strip Map
 - 1.2.3. Initial Drainage Report
 - 1.2.4. Sealed Geotechnical Report and Draft Materials Report
 - 1.2.5. Final Project Assessment (PA)
 - 1.2.6. Draft Categorical Exclusion and Clearance Memorandum
 - 1.2.7. Draft Materials QA Plan
- 1.3. **Stage III (60% Plans).** Consultant shall submit the following deliverables:
 - 1.3.1. Updated Plans, Draft Technical Specifications outline, Updated Opinion of Probable Cost
 - 1.3.2. Right-of-Way Strip Map / Legal Descriptions
 - 1.3.3. Initial Lighting Memorandum
 - 1.3.4. Final Categorical Exclusion and Clearance Memorandum (prior to 60% submittal)
 - 1.3.5. Pothole Results
 - 1.3.6. Final Materials Report
 - 1.3.8. Preliminary Erosion Control Plan
- 1.4. **Stage IV (95% Plans).** Consultant shall submit the following deliverables:
 - 1.4.1. Plans, Technical Specifications, Opinion of Probable Cost
 - 1.4.2. Final Right-of-Way Strip Map / Final Legal Descriptions
 - 1.4.3. Final Drainage Report
 - 1.4.4. Final Lighting Memorandum
 - 1.4.5. Final Erosion Control Plan
- 1.5. **Stage V (100% Plans, Specifications and Estimates).** Consultant shall submit the following deliverables:
 - 1.5.1. Plans, Technical Specifications, Opinion of Probable Cost
 - 1.5.2. Final Utility Clearance Letter
 - 1.5.3.. Final Materials QA Plan

- 1.6. **Final Sealed Submittal.** Consultant shall submit:
 - 1.6.1. Sealed plans, technical specifications, and opinion of probable cost.
 - 1.6.2. Plans will be sealed upon resolution of all City review comments.
 - 1.6.3. Final sealed submittal will include full size set of sealed construction plans on reproducible 4 mil Mylar with cover sheet signed by ADEQ or Maricopa Environmental Services, if applicable.
 - 1.6.4. Final sealed submittal shall include CD containing project base files in AutoCAD (DWG) format, project sheets in AutoCAD (DWF) format, and project sheets in electronic (PDF) format.
- 1.7. Consultant shall upload electronic submittal documents to Consultant's project FTP site.
- 1.8. Consultant shall compile the City's 15%, 30%, 60%, 95% and 100% review comments into a summary of comments matrix, prepare initial responses to City comments, provide summary of comments matrix to City one week prior to comment resolution meeting, and facilitate comment resolution meetings to discuss/justify comments not recommended for implementation.
- 1.9. Consultant shall return all redline plans and review comments received from City for each plan review submittal with subsequent plan submittal.

2. TECHNICAL SPECIFICATIONS

- 2.1. Consultant shall prepare technical specifications and special provisions. Technical specifications shall reference City, MAG and ADOT specifications as required for specific project elements. Special provisions will be prepared for non-standard construction items.

3. OPINION OF PROBABLE COST (OPC)

- 3.1. Consultant shall prepare quantity determinations and an opinion of probable costs (OPC). The OPC will be based on ADOT bid items. The OPC will include a tabulation of construction bid items; the City will append the estimate as needed for other project costs such as construction engineering/administration and right-of-way.

D. PRE-BID SERVICES

Consultant shall attend pre-bid meeting, assist the City with responses to prospective bidder's questions, prepare Addendum and support the City's review and analysis of the bid tabulation.

E. PROJECT SCHEDULE

The attached schedule is indexed to the notice to proceed (NTP) date. Consultant shall adhere to the design schedule established for the project and such schedule may not be modified or deviated without written consent by the City. Consultant shall revise and submit for review an updated schedule whenever project design or any of the partial completion points listed in the schedule are delayed one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and Consultant's plan for getting back on schedule.

F. QUALITY CONTROL

The work produced by Entellus and its sub-consultants is governed by QA/QC programs established by each firm. Design calculations, reports, plans and details will be independently checked by qualified reviewers. The Entellus PM will verify each drawing and calculation sheet is initialed and dated by the designer and checker.

Three specific and independent QA/QC reviews will be performed:

- Constructability review
- Technical review
- Quality review

**EXHIBIT B
FEE SCHEDULE**

Basic Services			
B 1.1.0		DATA COLLECTION	\$ 1,520.00
B 1.2.0		Site Visit	\$ 1,750.00
B 2.0		PUBLIC UTILITY COORDINATION	\$ 34,828.00
B 3.0		PROGRESS MEETINGS	\$ 45,076.00
B 6.0		PROJECT MANAGEMENT	
	1	Progress Reports, Budget Monitoring, & Management	\$ 1,200.00
B 9.0	Excl. 9.1.8	PLANS, REPORTS, SPECIFICATIONS, ESTIMATES	\$ 192,990.00
B 9.2		DRAINAGE PLANS	\$ 73,788.00
B 9.3		WALL PLANS	\$ 20,140.00
B 9.4		TRAFFIC SIGNAL & TRAFFIC SIGNAL INTERCONNECT PLANS	
	1	Coordination with KHA	\$ 1,030.00
B 9.5		STREET LIGHTING PLANS	
	1	Coordination with KHA	\$ 1,030.00
B 9.6		STRIPING AND PAVEMENT MARKING PLANS	
	1	Coordination with CivTech	\$ 1,760.00
B 9.7		LANDSCAPING & IRRIGATION PLANS	
	1	Coordination with KHA	\$ 1,760.00
B 9.8		EROSION CONTROL PLANS	\$ 7,460.00
B 9.9		CONSTRUCTION SEQUENCING PLAN	\$ 9,420.00
B 10.9	1-4	WATER, RECLAIMED WATER & SANITARY SEWER PLANS	\$ 35,380.00
B 10.10		PRIVATE IRRIGATION RELOCATION PLANS	\$ 20,040.00
B 13.0		UTILITY LOCATING SERVICES (POTHOLING)	\$ 3,490.00
C		CONSTRUCTION DOCUMENTS DELIVERABLES	\$ 8,540.00
D		POST DESIGN SERVICES	\$ 3,400.00
ALLOWANCES			
		Legal Descriptions (Assume 20 @ \$600 ea)	\$ 48,000.00
		Sanitary Sewer (up to 5000 feet of 8"12")	\$ 15,000.00
		Lighting / Signals & Landscape / Irrigation (Kimley-Horn & Associates)	\$ 182,708.00
		Additional Fee for Optional Signal Design at Riggs (Kimley-Horn & Associates)	\$ 15,000.00
		Additional Fee for Street Light Conversion - Riggs to Hunt Highway (Kimley-Horn & Associates)	\$ 6,000.00
		Signing and Marking (CivTech) - DBE	\$ 35,788.00
TOTAL BASIC SERVICES			\$ 738,080.00

Special Services			
B 4.0		PUBLIC MEETINGS	\$ 9,250.00
B 6.0	2	PROJECT MANAGEMENT	\$ 5,210.00
B 7.0		TOPOGRAPHIC SURVEY	\$ 39,940.00
B 8.0		RIGHT-OF-WAY COORDINATION	\$ 14,730.00
B 9.0	9.1.5	Prepare Materials QA Plan	\$ 3,000.00
B 10.9	10.9.5	Prepare and Submit WCESD ATC (Water/Sewer/Reuse)	\$ 1,130.00
B 11.0	1	GEOTECHNICAL	\$ 1,480.00
B 12.0	1	ENVIRONMENTAL	\$ 3,560.00
ALLOWANCES			
		Stakeholder Meetings / Coordination	\$ 10,000.00
		Phase 1 Site Assessments (Huston Environmental Services - HES) - DBE	\$ 5,750.00
		Geotechnical Investigation/Project Management/Testing (ACS Services) - DBE	\$ 51,378.00
		Geotechnical Engineering & Traffic Control (ACS Services)	\$ 14,625.00
		Environmental Compliance (Del Sol Group) - DBE	\$ 92,059.04
		CO H-S Analysis and Qualitative Air Quality Assessment (dme)	\$ 13,991.89
		Traffic Noise Analysis (dme)	\$ 11,662.18
		Potholing (Assume 100 @ \$622.50 ea)	\$ 62,250.00
		Owner's Allowance (Potential Design of Chandler Heights Road)	\$ 25,000.00
		Owner's Allowance	\$ 65,000.00
TOTAL SPECIAL SERVICES			\$ 350,213.89
TOTAL DESIGN FEE			\$ 1,088,294

EXHIBIT B (cont.) FEE SCHEDULE

	PRIN \$175	PM \$150	Project Engineer \$175	ET \$65	CADD \$30	CLER \$25	SURVEY FIELD \$155	SURVEY OFFICE \$120	TOTAL HOURS	SUBTOTAL
A. BACKGROUND										
B.1.0 GENERAL TASKS										
B.1.1.0 DATA COLLECTION										
1				2	4				2	\$312
2						2			2	\$180
3									2	\$180
4				2	2				2	\$180
5				2	2				2	\$180
B.1.2.0 Site Visit										
1									2	\$312
2									2	\$312
B.2.0 PUBLIC UTILITY COORDINATION										
1									2	\$312
2									2	\$312
3				4	8				4	\$684
4				2	4				2	\$312
5				6	20	20			26	\$4,452
6				2	12	10			24	\$3,888
B.2.1.0 Coordinate with RWCD										
1				2	8	16			26	\$4,182
2				2	4	8			14	\$2,184
3				2	4	8			14	\$2,184
4				2	4	8			14	\$2,184
5				2	4	8			14	\$2,184
6				2	4	8			14	\$2,184
7				2	4	8			14	\$2,184
B.2.2.0 Coordinate with SRP for 69KV OH Relocation										
1				2	8	16			26	\$4,182
2				2	4	8			14	\$2,184
3				2	4	8			14	\$2,184
4				2	4	8			14	\$2,184
5				2	4	8			14	\$2,184
6				2	4	8			14	\$2,184
7				2	4	8			14	\$2,184
8				2	4	8			14	\$2,184
B.3.0 PROGRESS MEETINGS										
B.3.1.0 Schedule and Administer the Following:										
1				2	2	2			4	\$624
2				4	14	14			28	\$4,452
3				4	14	14			28	\$4,452
4				4	14	14			28	\$4,452
5				2	2	2			4	\$624
6				2	2	2			4	\$624
7				2	2	2			4	\$624
8				2	2	2			4	\$624
9				2	2	2			4	\$624
B.3.2.0 Prepare and Distribute Agenda and Meeting Minutes										
1				2	2	2			4	\$624
B.4.0 PUBLIC MEETINGS										
B.4.1.0 Participate in (3) Public Information Meetings										
1				4	12	12			24	\$3,888
2				4	12	12			24	\$3,888
3				4	12	12			24	\$3,888
STAKEHOLDER MEETINGS/COORDINATION WITH NEW DEVELOPMENTS (See Allowance)										
1				2	2	2			4	\$624
2				2	2	2			4	\$624
3				2	2	2			4	\$624
B.5.0 PROJECT MANAGEMENT										
1				6	6	6			12	\$1,872
2				6	6	6			12	\$1,872
B.7.0 TOPOGRAPHIC SURVEY										
1							15		15	\$2,325
2							15		15	\$2,325
3							15		15	\$2,325
4							15		15	\$2,325
5							15		15	\$2,325
6							15		15	\$2,325
B.8.0 RIGHT-OF-WAY COORDINATION										
1				2	2	2			4	\$624
2				2	2	2			4	\$624
3				2	2	2			4	\$624
4				2	2	2			4	\$624
5				2	2	2			4	\$624
6				2	2	2			4	\$624
B.9.0 PLANS, REPORTS, SPECIFICATIONS, ESTIMATES										
B.9.1.0 General Sheets & Necessary Plans (See Fee)										
1				1	1	1			3	\$456
2				1	1	1			3	\$456
3				1	1	1			3	\$456
4				1	1	1			3	\$456
5				1	1	1			3	\$456
6				1	1	1			3	\$456
7				1	1	1			3	\$456
8				1	1	1			3	\$456
9				1	1	1			3	\$456
10				1	1	1			3	\$456
11				1	1	1			3	\$456
12				1	1	1			3	\$456
13				1	1	1			3	\$456
14				1	1	1			3	\$456
15				1	1	1			3	\$456
16				1	1	1			3	\$456
17				1	1	1			3	\$456
18				1	1	1			3	\$456
19				1	1	1			3	\$456
20				1	1	1			3	\$456
21				1	1	1			3	\$456
22				1	1	1			3	\$456
23				1	1	1			3	\$456
24				1	1	1			3	\$456
25				1	1	1			3	\$456
26				1	1	1			3	\$456
27				1	1	1			3	\$456
28				1	1	1			3	\$456
29				1	1	1			3	\$456
30				1	1	1			3	\$456
31				1	1	1			3	\$456
32				1	1	1			3	\$456
33				1	1	1			3	\$456
34				1	1	1			3	\$456
35				1	1	1			3	\$456
36				1	1	1			3	\$456
37				1	1	1			3	\$456
38				1	1	1			3	\$456
39				1	1	1			3	\$456
40				1	1	1			3	\$456
41				1	1	1			3	\$456
42				1	1	1			3	\$456
43				1	1	1			3	\$456
44				1	1	1			3	\$456
45				1	1	1			3	\$456
46				1	1	1			3	\$456
47				1	1	1			3	\$456
48				1	1	1			3	\$456
49				1	1	1			3	\$456
50				1	1	1			3	\$456
51				1	1	1			3	\$456
52				1	1	1			3	\$456
53				1	1	1			3	\$456
54				1	1	1			3	\$456
55				1	1	1			3	\$456
56				1	1	1			3	\$456
57				1	1	1			3	\$456
58				1	1	1			3	\$456
59				1	1	1			3	\$456
60				1	1	1			3	\$456
61				1	1	1			3	\$456
62				1	1	1			3	\$456
63				1	1	1			3	\$456
64				1	1	1			3	\$456
65				1	1	1			3	\$456
66				1	1	1			3	\$456
67				1	1	1			3	\$456
68				1	1	1			3	\$456
69				1	1	1			3	\$456
70				1	1	1			3	\$456
71				1	1	1			3	\$456
72				1	1	1			3	\$456
73				1	1	1			3	\$456
74				1	1	1			3	\$456
75				1	1	1			3	\$456
76				1	1	1			3	\$456
77				1	1	1			3	\$456
78				1	1	1			3	\$456
79				1	1	1			3	\$456
80				1	1	1			3	\$456
81				1	1	1			3	\$456
82				1	1	1			3	\$456
83				1	1	1			3	\$456
84				1	1	1			3	\$456
85				1	1	1			3	\$456
86				1	1	1			3	\$456
87				1	1	1			3	\$456
88				1	1	1			3	\$456
89				1	1	1			3	\$456
90				1	1	1			3	\$456
91				1	1	1			3	\$456
92				1	1	1			3	\$456
93										

EXHIBIT B (cont.) FEE SCHEDULE

SPECIAL SERVICES

	2	Retaining Wall Plan & Elevation Sheets			2	4	8	16					50	\$7,780
	3	Masonry Wall Typical Section & Details			2	4	4	8					15	\$1,760
	4	Masonry Wall Plan & Elevation Sheets			8	16	24	48					85	\$8,440
9.3.3		Prepare Technical Specifications and Special Provisions (under roadway)											0	\$0
9.3.4		Prepare Opinion of Probable Costs (under roadway)											0	\$0
B 9.4		TRAFFIC SIGNAL & TRAFFIC SIGNAL INTERCONNECT PLANS											4	\$0
	1	Coordination with KHA			2	2	2	4					10	\$1,030
B 9.5		STREET LIGHTING PLANS											0	\$0
	1	Coordination with KHA			2	2	2	4					10	\$1,030
B 9.6		STRIPING AND PAVEMENT MARKING PLANS											0	\$0
	1	Coordination with CivTech			2	4	4	8					16	\$1,760
B 9.7		LANDSCAPING & IRRIGATION PLANS											0	\$0
	1	Coordination with KHA			2	4	4	8					16	\$1,760
B 9.8		EROSION CONTROL PLANS											0	\$0
	1	Prepare Erosion Control Plans			4	16	26	48					90	\$7,480
B 9.9		CONSTRUCTION SEQUENCING PLAN											0	\$0
	1	Meet with City Representative			2	2							4	\$820
	2	Prepare Preliminary Plans (Cover Sheet/Plans)			8	16	8	20					25	\$5,320
	3	Prepare Final Plans (Cover Sheet/Plans)			4	12	4	16					38	\$3,780
		Prepare Technical Specifications and Special Provisions (under roadway)											0	\$0
B 10.3		WATER, RECLAIMED WATER & SANITARY SEWER PLANS											0	\$0
		Investigate Existing Facilities and Coordinate with City											0	\$0
	1	Representative to Confirm Proposed Improvements			1	1							2	\$200
10.9.2		Prepare Utility Plans to Consist of:											0	\$0
	1	Water Line GNS & Typical Sections				2	4	12					16	\$1,200
	2	Water Line Plans and Details			18	40	40	80					128	\$17,000
	3	Water, Reclaimed Water & Sewer Service Stub Profiles			8	20	20	60					128	\$12,000
	4	Sanitary Sewer Line GNS & Typical Sections				2	4	12					16	\$1,200
	5	Sanitary Sewer Line Plans and Details											0	\$0
	6	Manhole Rehabilitation Hoses & Details			2	4	4	4					14	\$1,440
	7	Reclaimed Water Line GNS and Typical Section				2	4	12					16	\$1,200
	8	Reclaimed Water Line Plans and Details											0	\$0
10.9.3		Prepare Technical Specifications and Special Provisions (under roadway)											0	\$0
10.9.4		Prepare Opinion of Probable Costs (under roadway)											0	\$0
10.9.5		Prepare and Submit PROSSO ATC (Under Sewer/Reuse)			1	2	6						11	\$1,180
B 10.10		PRIVATE IRRIGATION RELOCATION PLANS											0	\$0
		Identify Facilities Affected and Coordinate with City Representative and Facility Owners to Confirm Relocation Concept			4	8							12	\$1,480
10.10.2		Prepare Private Irrigation Plans to Consist of:											0	\$0
	1	Private Irrigation Line GNS & Typical Sections				2	4	12					16	\$1,200
	2	Private Irrigation Line Plans and Details			18	40	40	80					128	\$17,000
10.10.3		Prepare Technical Specifications and Special Provisions (under roadway)											0	\$0
10.10.4		Prepare Opinion of Probable Costs (under roadway)											0	\$0
B 11.0		GEOTECHNICAL											0	\$0
	1	Coordinate Geotechnical Investigation & Reports			4	6							12	\$1,480
B 12.0		ENVIRONMENTAL											0	\$0
	1	Coordinate Environmental Clearance			12	16							26	\$3,880
B 13.0		UTILITY LOCATING SERVICES (POTHOLING)											0	\$0
	1-2	Develop Pot-hole List & Submit for Approval (50 Pot-holes)			1	1	2	8					12	\$1,000
	3-4	Coordinate Pot-hole Exploration & Coordination			2	2							2	\$220
	5	Coordinate with City and Subcontractor to Observe Pot-holes			2	2							4	\$820
	6	Plot Pot-holes on Plans					4	10					20	\$1,000
C		CONSTRUCTION DOCUMENTS DELIVERABLES											0	\$0
C 1		Plan, Report and Site Map Submittals											0	\$0
	1	15% Submittal			1	1	2	2					2	\$610
	2	30% Submittal			1	2	4	4	2				12	\$1,180
	3	50% Submittal			1	2	4	4	2				13	\$1,180
	4	65% Submittal			1	2	4	4	2				13	\$1,180
	5	100% Submittal			1	2	4	4	2				13	\$1,180
	6	Final Plan Submittal			1	2	4	4	2				13	\$1,180
D		POST DESIGN SERVICES											0	\$0
	1	Attend Pre-Bid Meeting			2	2							4	\$620
	2	Assist City with Questions, Addendum and Review of Bids			4	6	6	8					28	\$2,380
													0	\$0
		Subtotal Design Fee			30	611	1007	1216	1956	68	212	80	826	\$59,898

SUBTOTAL DESIGN FEE

\$59,898

ALLOWANCES

Stakeholder Meetings / Coordination	\$10,000
Legal Descriptions (Assume 60 @ \$80 ea)	\$4,800
Sanitary Sewer (up to 5000 feet of 8" / 12")	\$15,000
Lighting / Signals & Landscape Irrigation (Kinley-Horn & Associates)	\$152,706
Additional Fee for Optional Signal Design at Riggs (Kinley-Horn & Associates)	\$15,000
Additional Fee for Street Light Conversion - Riggs to Hunt Highway (Kinley-Horn & Associates)	\$6,000
Phase 1 Site Assessments (Houston Environmental Services - HES) - DBE	\$3,730
Geotechnical Investigation/Project Management/Testing (ACS Services) - DBE	\$51,376
Geotechnical Engineering & Traffic Control (ACS Services)	\$14,825
Signaling and Marking (CivTech) - DBE	\$38,788
Environmental Compliance (Del Sol Group) - DBE	\$19,628
CO H-S Analysis and Qualitative Air Quality Assessment (dme)	\$12,932
Traffic Noise Analysis (dme)	\$11,652
Potholing (Assume 188 @ \$682.50 ea)	\$662,250
Owner's Allowance (Potential Design of Chandler Heights Road)	\$25,000
Owner's Allowance	\$25,000

TOTAL DESIGN FEE

\$1,038,234

%DBE

10.56%

EXHIBIT C
Consultant Immigration Warranty
To Be Completed by Consultant Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the 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 Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST1503.201; FEDERAL AID NO.: STP-CHN-0(235); TRACS NO.: SZ181 03D		
Company Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The 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 Consultant has identified all 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 Consultant (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____

EXHIBIT D
Title VI Assurances
APPENDIX A

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

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

A

EXHIBIT E
Title VI Assurances
APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

E