



PROFESSIONAL SERVICES AGREEMENT
Post-Design Services
PECOS SURFACE WATER TREATMENT PLANT SURGE SYSTEM
Project No. WA1908.271
Council Date: April 22, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Black & Veatch Corporation**, a Delaware corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Post-Design Services for **PECOS SURFACE WATER TREATMENT PLANT SURGE SYSTEM** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **400** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$104,890** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
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With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Mr. Mike Caruso Black & Veatch Corporation 2231 E. Camelback Rd., Ste. 250 Phoenix, AZ 85016

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any

such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

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

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

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

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such

time that a settlement on those claims has been reached.

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

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

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

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

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to

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

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

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

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

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

interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary,

the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any

rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Federal Requirements (if applicable)

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

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

"CITY"

CITY OF CHANDLER

MAYOR

Recommended By:



Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

"CONSULTANT"

Black & Veatch Corporation



3/16/2021

Signature

Date

Lisa Jackson, P.E.

Print Name

Associate Vice President

Title

JacksonLA@bv.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"**POST DESIGN
SCOPE OF SERVICES****Project Description**

Post Design services for Pecos WTP Surge System Improvements Project, June 1, 2021 to May 1, 2022. Services include pre-construction assistance and Engineering or Architectural Design Services during Construction to address issues and/or specialized technical products regarding the **designer of record**; and preparation of as-built record drawings.

Major project elements are based on the January 2020 Pecos SWTP Surge System drawings and specifications and include:

- Surge System installation, including surge tank, associated appurtenances, solenoid and electrical control panels
- New FWPS#1, Pumps #1 & #3 tilting disc check valves and modification of pumps #2 & #4 existing tilting disc check valves with slow closing mechanisms
- Grading improvements / retaining wall modifications

Since the original drawings were issued in August 2019, the City has contracted to install below-grade piping modifications during the winter 2019/2020 plant shutdown and self-performed a portion of the work including Demolition of FWPS#1, Pump#4 RVSS and new AFD installation. The City has also installed a previously purchased tilting disc swing check valve and installed it along with new piping for pump #4. Record drawings will include this City-installed equipment associated with the original design set.

Project Tasks**1. PRE-CONSTRUCTION ASSISTANCE****A. Task 1.1 Preconstruction Assistance**

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

2. Engineering or Architectural Design Services During Construction**A. Task 2.1 Attend Construction Meetings, as needed**

- i. Consultant will attend construction meetings, as needed. Consultant assumes attendance of twenty (20) bi-weekly construction meetings. See Exhibit A-1 Task 201 for additional details.

B. Task 2.2 Respond to Requests for Information (RFI's), as needed

- i. Consultant will review, evaluate, and respond to any Contractor Requests for Information (RFI's) forwarded by the CM Firm for design review. Consultant assumes a maximum of ten (10) RFI responses. See Exhibit A-1 Task 202 for additional details.

C. Task 2.3 Respond to Shop Drawing Submittals, as needed

- i. Consultant will review, evaluate, and respond to any Contractor Shop Drawing submittals forwarded by the CM Firm for design review. Consultant assumes



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a maximum of thirty-five (35) reviews. See Exhibit A-1 Task 203 for additional details.

D. Task 2.4 Allowance / Change Order Reviews, as needed

- i. Consultant will review, evaluate, and respond to any Contractor Allowance or Change Order requests forwarded by the CM Firm for review. Consultant assumes a maximum of four (4) reviews. See Exhibit A-1 Task 204 for additional details.

E. Task 2.5 Checkout, Functional Testing, Startup & Commissioning, as needed

- i. Consultant will assist with the oversight or review of any Contractor Field Calibration, Loop Checkout, Alarming, Functional Testing, and Substantial & Final Completion requests forwarded by the CM Firm. See Exhibit A-1 Task 205 for additional details.

F. Task 2.6 Project Management, as needed

- i. Consultant will provide overall Project Management to ensure Consultant's project team supports the project and provides monthly invoices to the City's Project Manager. See Exhibit A-1 Task 206 for additional details.

3. RECORD DRAWINGS

A. Task 3.1 Record Drawings

- i. Transfer red-line comments to City's construction plans to create record drawings.
- ii. Provide resident engineer and/or architect and/or landscape architect stamp/certification on record drawings cover sheet. Ensure all required signatures on the cover sheet.
- iii. Provide and deliver record drawings in paper and digital pdf format to the City as required for as-built submittal process at city permit counter and with MCESD.
- iv. See Exhibit A-1 Task 301 for additional details.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

- 1. Application fees for City reviews and permits will be paid by CITY.
- 2. The Owner's Allowance will only be utilized with prior written approval from the City representative.

EXHIBIT A-1

CITY OF CHANDLER PECOS SWTP SURGE SYSTEM – ENGINEERING SERVICES DURING CONSTRUCTION

SCOPE OF SERVICES

PROJECT DESCRIPTION

The following Scope of Work describes the construction phase services to be performed by Black & Veatch (CONSULTANT) and on the City of Chandler (City) Pecos Water Treatment Plant (Pecos SWTP) Surge System Project.

Major project elements are based on the January 2020 Pecos SWTP Surge System drawings and specifications and include:

- Surge System installation, including surge tank, associated appurtenances, solenoid and electrical control panels
- New FWPS#1, Pumps #1 & #3 tilting disc check valves and modification of pumps #2 & #4 existing tilting disc check valves with slow closing mechanisms
- Grading improvements / retaining wall modifications

Since the original drawings were issued in August 2019, the City has contracted to install below-grade piping modifications during the winter 2019/2020 plant shutdown and self-performed a portion of the work including Demolition of FWPS#1, Pump#4 RVSS and new AFD installation. The City has also installed a previously purchased tilting disc swing check valve and installed it along with new piping for pump #4. Record drawings will include this City-installed equipment associated with the original design set.

SCOPE

This scope of these services includes engineering services during construction. City's Program Manager / Construction Manager (PM/CM) will lead primary inspection work and be supplemented as noted herein.

PHASE 100 TASKS: PRE-CONSTRUCTION ASSISTANCE

Task 101 – Pre-Construction Assistance. CONSULTANT will attend the pre-construction meeting.

PHASE 200 TASKS: ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will perform services during the construction phase of the project. Specific services to be performed by CONSULTANT are as follows:

Task 201 – Attend Construction Meetings & Site Observations. The CONSULTANT will coordinate with the PM/CM and the Contractor to witness key tasks and other duties and responsibilities, including the following:

- a. Attend construction coordination meetings on site or virtually with Contractor, Electrical subcontractor, I&C subcontractor (if different than Electrical subcontractor), City representative, and PM/CM anticipated to be bi-weekly through final completion (assumed 40 weeks). The coordination meetings will be the forum to discuss project progress, schedule, shop drawings and submittals, technical issues, programming schedule, and shop drawings. Typical participants include Project Manager, Civil Engineer, Electrical or I&C Engineer / Technician, and Senior Inspector. Additional meeting attendance as required by the PM/CM can be performed as a supplemental service.
- b. Participate in onsite observations of the general progress of the work to assist CONSULTANT and PM/CM in determining if the work is proceeding in accordance with the Construction Contract Documents, including instrumentation, remote I/O panels, and control panels including installation, operation and documentation prior to on-site start-up services.
- c. Communicate to the PM/CM and document observed defects or deficiencies in the Contractor's work relating to compliance with the contract drawings, specifications, and design intent.
- d. Advise PM/CM of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by CONSULTANT.
- e. Review and provide suggestions to the PM/CM regarding the Contractors' construction sequence plans for all construction work undertaken simultaneously.
- f. When notified by the PM/CM, visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the construction contract documents. These inspections are exclusive of special inspection activities performed by others.
- g. Assist PM/CM in interpretation of results of onsite materials testing services during construction.
- h. Observe field tests of equipment, structures, and piping, as well as review of Contractor's written verification that equipment installation and manufacturer startup services have been provided prior to testing and start-up (manufacturer's certificates of proper installation and operation). review the resulting reports, and comment to PM/CM as appropriate. The Contractor is responsible for providing the PM/CM all documentation required for start-up, performance testing, commissioning and field testing as specified in the Contractor Documents and Specifications.
- i. Initiate appropriate communication(s) with PM/CM regarding matters relating to Contractor's failure to address contractual requirements, if noted.

- j. Review point-to-point wiring interconnect drawings, loop diagrams, equipment field wiring diagrams, panel schematics, and calibration reports prior to start-up, commissioning and field testing.
- k. Coordinate with regulatory and approving agencies and utilities having jurisdiction at the conclusion of construction to close out obtained permits as included herein. Any fees associated with City permits will be paid directly by the City. Fees associated with County permits will be paid by the CONSULTANT and reimbursed by the City.
- l. Participate in a preconstruction conference including a discussion of the Contractor's schedules, schedule coordination and responsibilities, procedures for transmittal and review of the Contractor's submittals, Special Inspections Program, quality control and QC verification, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
- m. Review Contractor's training plan and instruction materials for compliance with Construction Contract Documents and provide comments to the PM/CM. The PM/CM will coordinate, schedule, and monitor manufacturer training presentations with City personnel to confirm it meets City requirements and is consistent with approved submittals.
- n. Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements. This is exclusive of items contained in the program of special inspections reviewed or verified by others.
- o. Review special inspection test reports, special inspection reports and related documents submitted by the Inspectors as required by the Special Inspections Program (but only to verify that their content complies with the requirements of 01450 Structural Tests and Special Inspections).

Task 202 – Issue Interpretations and Clarifications (RFIs). The CONSULTANT will issue necessary interpretations and clarifications of the Construction Contract Documents; act as initial interpreter of the requirements of the Construction Contract Documents, and make decisions on City, PM/CM, and the Contractor questions relating to the acceptability of the work or the interpretation of the requirements of the Construction Contract Documents pertaining to the execution and progress of the work.

The CONSULTANT will respond in writing to PM/CM and/or the Contractor to clarify and/or interpret technical or design related questions. The CONSULTANT will respond to issues raised during construction regarding interpretation and clarification of the technical requirements of the Construction Contract Documents. The CONSULTANT will serve as City's advisor in resolution of these issues.

A total of up to ten (10) RFIs are estimated. If additional RFIs are received, they will be reviewed as a supplemental service.

Task 203 – Submittal Review. CONSULTANT will coordinate with PM/CM to review the schedule of shop drawings submissions, drawings, submittal documents, equipment operation and maintenance manuals, Contractor's quality control documentation and other data submitted by the Contractor as required by the construction contract documents. The CONSULTANT will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit with the PM/CM.

The CONSULTANT will not provide positive recommendation of any proposed substitution unless such substitution deemed to conforms to the Project design concept and the Construction Contract Documents including the Contract Price. Final approval of substitutions shall be at the discretion of the City's Project Manager.

Manufacturer's O&M manuals received from the PM/CM will be reviewed for inclusion of information in conformance with technical specifications section 01300.

It is assumed the Contractor will provide the PM/CM and CONSULTANT with the specified hardcopies, if desired by the City, and bookmarked pdf format "character recognition" (OCR scanning) copies of approved O&M manuals per specification section 01300. Bookmarks shall be provided for each tab in the electronic copy.

Submittal and substitution review efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews. Reviews of a total of up to 35 shop drawing and O&M manual submittals, including resubmittals and submittals have been assumed by the CONSULTANT. If additional shop drawings are received beyond the assumed number of submittals, they will be reviewed as a supplemental service.

Task 204 – Allowance / Change Order Reviews. Review the Contractor's documentation and assist the PM/CM with administering the processing of allowances requests and change orders, including applications for extension of construction time. CONSULTANT together with its Resident Project Representative will:

- Review documentation
- Prepare any additional documentation required
- Review applications for extension of construction time
- Submit recommendations to PM/CM and City Project Manager for concurrence
- Assist PM/CM and City in negotiations with Contractor to obtain a fair price for the work

Work related to unusually complex or unreasonably out of scope or numerous change orders are considered a Supplemental Service. CONSULTANT's input as described above on up to four (4) allowance / change order requests have been assumed. If additional allowance / change orders are identified, they will be reviewed as a supplemental service.

Task 205 – Checkout, Functional Testing, Startup & Commissioning. CONSULTANT will assistance PM/CM for direct oversight or review of information provided by PM/CM for review for field calibration, loop checkout, alarming, functional testing, substantial completion, and final completion.

Field Calibration, Loop Checkout, and Alarming. CONSULTANT assist PM/CM to verify the Contractor's field calibrations are coordinated with control system programming. CONSULTANT will review witness loop checkout testing reports to verify successful completion by the Contractor. All Foxboro distributed control system (DCS) programming, configuration associated with the new surge system will be performed by the City.

CONSULTANT will meet with the City programmer to interpret surge system control descriptions and develop a list of additional alarms to be added to the existing alarm notification software and new Historian tags associated with FWPS #1, Pump #4 and the surge system as part of this project. City personnel will add any new alarms or tags identified. No updates to the existing reporting software or reporting are anticipated.

Functional Testing. Functional Testing services will be provided for startup of the surge system.

1. CONSULTANT will contact MCESD for consultation to confirm expectations for the plan of operation and MCESD acceptance of testing. Prepare summary report of findings and submit to City via email.
2. Review Contractor's submittal via PM/CM for functional testing, facilitate and participate in functional testing and functional testing planning meetings with the City and provide input on the Contractor's Functional Testing and Functional Acceptance testing plans as defined in Section 01650 of the Technical Specifications.
3. Witness Functional Testing for the new surge system. The purpose of this test is to prove the surge system is properly installed and able to be controlled locally. CONSULTANT will observe the testing, review the report summary by the Contractor reporting the results of the testing, and coordinate with the PM/CM to notify the Contractor of any items that need to be corrected.
4. Prepare letter report of equipment functional testing findings and submit via PM/CM to City and directly to MCESD.

City, as the responsible authority in charge, will perform all necessary water quality testing, data submittals, and coordination with MCESD during this time. Operator training in addition to that provided by the vendors associated with the surge system is not anticipated or included but can be added as a supplemental service.

Substantial & Final Completion. The CONSULTANT will support the PM/CM to prepare a punch list of work items that need to be completed. At the end of the successful Process

Checkout and initial operation of the surge system, provided that all of the other contractual and permitting requirements have been met, the Contractor will be given a letter of Conditional Substantial Completion by the PM/CM.

CONSULTANT will provide support during the surge system's initial 30-day operational period and participate in final punch list verification meeting to support PM/CM in issuing the letter of Final Completion.

Task 206 – Project Management. CONSULTANT will provide prepare and submit monthly invoices to City's project manager. Status reports will be prepared and submitted along with each monthly invoice. The status reports will identify what work has been performed during the billing period and the completion status of major tasks as described herein.

PHASE 300 TASKS: RECORD DRAWINGS

Task 301 – Conformed to Construction Record Drawings. At the completion of construction, the CONSULTANT will review and incorporate construction as-built redline drawings as provided by the PM/CM and Contractor into Conformed to Construction Record drawings. Contractor will provide via the PM/CM a paper and electronic pdf copy of their construction as-built redline drawings and specifications. Upon completion of the construction, CONSULTANT will finalize transfer of Contractor mark-ups to permanent record digital files. Conformed to Construction Record documents will be prepared based upon the information compiled and furnished by the Contractor.

The CONSULTANT will submit one (1) full size and one (1) half size bond hard copy of the Conformed to Construction Record drawings, one (1) pdf copy, and one (1) copy of the 2D Auto-Cad, version 2018 or later, Conformed to Construction drawings in native file and PDF format to City via PM/CM. Contractor redlined specifications will be provided for record. Thirty-seven (37) drawings are anticipated to be updated and include City-installed equipment (manual butterfly and tilting disc check valves, piping, and AFD).

CONSULTANT will coordinate with City Building Safety and MCESD to provide conformed to construction record drawings and other documents to certify completion of construction for permit close-out. Any fees incurred for permit close-out will be reimbursed by the City.

Schedule

Following dates are estimated based on a construction schedule of 40 weeks:

Contractor's NTP date:	June 1, 2021
Contractor's substantial completion date:	February 5, 2022
Contractor's final completion date:	March 5, 2022
CONSULTANT's final completion date:	May 1, 2022

Budget

See Exhibit B for detailed Level of Effort.

Supplemental Services

Any additional work requested by City that is not included in this draft scope of services will be treated as supplemental services. The scope and fee associated with these additional supplemental services shall be agreed upon by City and the Engineer before the work is performed and includes, but is not limited to, the following:

- Additional submittal review beyond that described herein
- RFI responses beyond that described herein
- Allowance / change order review beyond that described herein
- Additional meeting attendance beyond that described herein
- Special inspection services
- PLC/SCADA/AFD programming
- Update or creation of EOM sections associated with the surge system
- Collection of additional asset management information for new assets
- Operator training for the surge system supplemental to that provided by the vendor / supplier

EXHIBIT "B"
COMPENSATION AND FEES



BLACK & VEATCH

EXHIBIT "B"

PECOS WTP SURGE SYSTEM POST DESIGN ENGINEERING SERVICES DURING CONSTRUCTION FEE SCHEDULE

Task	Description	Cost
1	PRE-CONSTRUCTION ASSISTANCE	
1.1	Pre-Construction Assistance	\$ 520.00
SUBTOTAL TASK 1:		\$ 520.00
2	CONSTRUCTION MANAGEMENT	
2.1	Construction Meetings	\$ 14,590.00
2.2	Requests for Information (RFI)	\$ 7,730.00
2.3	Submittal Review	\$ 18,610.00
2.4	Allowance / Change Order Review	\$ 6,230.00
2.5	Checkout, Functional Testing, Startup & Commissioning	\$ 13,540.00
2.6	Project Management	\$ 8,250.00
SUBTOTAL TASK 2:		\$ 68,950.00
3	RECORD DRAWINGS	
3.1	Record Drawings	\$ 17,420.00
SUBTOTAL TASK 3:		\$ 17,420.00
SUBCONSULTANTS		
(none)		\$ -
SUBTOTAL SUBCONSULTANTS:		\$ -
ALLOWANCES		
Direct Expense Allowance		\$ 3,000.00
Owner's Allowance		\$ 15,000.00
SUBTOTAL ALLOWANCES:		\$ 18,000.00
PROJECT TOTAL:		\$ 104,890.00

Notes:

- Expenses include delivery such as courier, Fed Express / UPS, travel costs, including meals, lodging, and travel mileage at IRS approved rates, reproduction (printing, reproduction of deliverables).
- The level of effort estimate is based on data currently provided by the City. Unforeseen conditions which require additional Engineer / subconsultant services will be considered as supplemental services that will be performed following scopes of services and level of effort negotiations as required and approval by the City.



Owner: City of Chandler
Project: Pecos SWTP Surge System ESDC

		Project Director	Project Manager	Civil Engineer	Sr. Specialist / QA/QC	Sr. Inspector	Sr. Structural Engineer	Structural Engineer	Mechanical Engineer	Sr. Electrical Engineer	Electrical Engineer	Sr. Electrical Technician	Sr. I&C Engineer	I&C Engineer	I&C Technician	Sr. BIM Technician	BIM Technician	Project Controls Specialist	Admin	SUBTOTAL, hours	SUBTOTAL, Billings \$	SUBTOTAL, EXPENSES	SUBTOTAL, SUBS	TOTAL Billings
PHASE/Task (Billing Rate, \$\$,Hr.)		\$255.00	\$220.00	\$130.00	\$220.00	\$190.00	\$185.00	\$135.00	\$135.00	\$185.00	\$135.00	\$120.00	\$185.00	\$135.00	\$125.00	\$140.00	\$120.00	\$155.00	\$100.00					
WORK BREAKDOWN STRUCTURE	PHASE																							
Pre-Construction Assistance	0100																							
Pre-Construction Assistance	0101	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	520	-	-	520
Engineering Services During Construction	0200																							
Attend Construction Meetings & Site Observations	0201	-	16	20	-	20	6	-	-	-	4	4	-	4	16	-	-	-	-	90	14,590	-	-	14,590
Issue Interpretations & Clarifications (RFIs)	0202	-	4	20	1	4	2	6	4	2	4	-	2	2	-	-	-	-	-	51	7,730	-	-	7,730
Submittal Review	0203	-	4	40	2	4	4	8	20	4	20	-	4	18	-	-	-	-	2	130	18,610	-	-	18,610
Allowance / Change Order Review	0204	-	4	16	1	4	-	-	4	2	4	-	2	2	-	-	-	-	2	41	6,230	-	-	6,230
Checkout, Functional Testing, Startup & Commissioning	0205	-	4	12	-	24	-	-	4	4	4	12	4	4	16	-	-	-	-	88	13,540	-	-	13,540
Project Management	0206	2	12	16	-	-	-	-	-	-	-	-	-	-	-	-	-	4	24	58	8,250	-	-	8,250
Record Drawings	0300																							
Conformed to Construction Record Drawings	0301	-	4	24	-	2	2	4	2	-	4	4	-	4	4	10	60	-	12	136	17,420	3,000	-	20,420
Total, Hours		2	48	152	4	58	14	18	34	12	40	20	12	34	36	10	60	4	40	598				
Total, Billings		\$ 510	\$ 10,560	\$ 19,760	\$ 880	\$ 11,020	\$ 2,590	\$ 2,430	\$ 4,590	\$ 2,220	\$ 5,400	\$ 2,400	\$ 2,220	\$ 4,590	\$ 4,500	\$ 1,400	\$ 7,200	\$ 620	\$ 4,000		\$ 86,890	\$ 3,000	\$ -	89,890
Owner's Allowance - Supplemental Services																							15,000	
Total, with Allowance																							104,890	

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
 - 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
 - 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
 - 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
 - 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
 - 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.
- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

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

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

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"

SPECIAL CONDITIONS

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

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

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

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

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

Agreement. This license also includes the making of derivative works.

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

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.
2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.
3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.
4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.
6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment,

reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars (\$1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)

10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED 1482177 BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK KS 66211 CARUSO, MICHAEL E.	INSURER A : Zurich American Insurance Company	
	INSURER B : Lexington Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 17033445

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	GLO 4641358	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 2,000,000
A	☐ CLAIMS-MADE ☒ OCCUR			GLO 1365630	11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	☒ AUTOMOBILE LIABILITY	Y	Y	BAP 4641355 (AOS)	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	☒ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXXX
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$ XXXXXXXX
	☐ UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	☐ EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	☐ DED ☐ RETENTION \$						\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Y	WC 4641353 (AOS)	11/1/2020	11/1/2021	☒ PER STATUTE ☐ OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	WC 4641354 (ID, MA, WI)	11/1/2020	11/1/2021	E.L. EACH ACCIDENT \$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 1365632	11/1/2020	11/1/2021	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				WC 1365631 (NE)	11/1/2020	11/1/2021	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	026030198	11/1/2020	11/1/2021	\$10,000,000 PER CLAIM \$10,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: WA1908.271 PECOS ROAD WTP SURGE SYSTEM; PROJECT NUMBER: 400886.1; PROJECT MANAGER: CARUSO, MICHAEL E.; CITY OF CHANDLER IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL AND AUTO POLICIES. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED ON THE GENERAL, AUTO, AND WOKRER'S COMPENSATION POLICIES. SEVERABILITY OF INTEREST IS INCLUDED.

CERTIFICATE HOLDER

CANCELLATION See Attachments

17033445

CITY OF CHANDLER
PO BOX 4008, MAIL STOP 407
CHANDLER AZ 85244-4008

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: GLO 4641358, GLO 1365630
COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule if not shown above will be shown in the Declarations.	

- A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2 . That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III -Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1 . Required by the contract or agreement; or

2 . Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Units of Insurance shown in the Declarations.

BLACK & VEATCH CORPORATION

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 4641358	11/1/2020	11/1/2021	11/1/2020			
GLO 1365630	11/1/2020	11/1/2021	11/1/2020			

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 4641355 (AOS)

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/1/2020

Named Insured: BLACK & VEATCH CORPORATION

SCHEDULE

Name of Person(s) or Organization(s): AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

BLACK & VEACH CORPORATION

Waiver of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4641355 (AOS)	11/1/2020	11/1/2021	11/1/2020			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: BLACK & VEATCH CORPORATION

Address (including ZIP code): 11401 LAMAR OVERLAND PARK KS 66211

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form**

SCHEDULE

Name of the Person or Organization:
AS REQUIRED BY WRITTEN CONTRACT

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Black & Veatch Corporation

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED PER WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Effective Policy No. WC 4641353 (AOS), WC 4641354 (ID, MA, WI), WC 1365632, WC 1365631 (NE)

Insured: BLACK & VEATCH CORPORATION

Effective Date: 11/1/2020

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy number: GLO 4641358, GLO 1365630

Policy Period: 11/1/2020 - 11/1/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s): Number of Days Notice:

CITY OF CHANDLER

PO BOX 4008, MAIL STOP 407

CHANDLER AZ 85244-4008

30 Days

All other terms and conditions of this policy remain unchanged.

U-GL-1447-A CW (05/10)

Page 1 of 1

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy number: BAP 4641355 (AOS)
Policy Period: 11/1/2020 - 11/1/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the:
Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) /
Organization(s): Number of Days Notice:

CITY OF CHANDLER

PO BOX 4008, MAIL STOP 407

CHANDLER AZ 85244-4008

30 Days

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 99 06 34

NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add following to Part Six of the policy.

Policy number: WC 4641353 (AOS), WC 4641354 (ID, MA, WI), WC 1365632, WC 1365631 (NE)
Policy period: 11/1/2020 TO 11/1/2021

PART SIX CONDITIONS

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

Schedule

Name and Address of Other Person (s) / Organization (s)

AS REQUIRED PER WRITTEN CONTRACT.

Number of Days Notice:
30 Days

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

WC 99 06 34
(Ed. 05-10)

ENDORSEMENT # 033

This endorsement, effective 12:01 AM 11/01/2019

Forms a part of policy no.: 026030198

Issued to: BVH, INC

By: LEXINGTON INSURANCE COMPANY

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the Insurer shall give 30day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The First Named Insured is required by contract give notice cancellation the Certificate Holder, and Prior the Insurer sending notice cancellation the First Named Insured the First Named Insured shall provide the Insurer in writing, either directly or through the First Named Insured broker record, the name each person or organization requiring notice cancellation and the corresponding address such person or the employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the Insurer may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the First Named Insured Proof sending the notice of cancellation by email shall be sufficient proof of notice. Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the First Named Insured shall remain the sole responsibility the First Named Insured

The following definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown in Item 1. of Declarations.
2. Insurer means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same.

LEXDOC021

LX0404

Additional Insured-Owners, Lessees or Contractors (Primary Insurance)

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 4641358	11/1/2020	11/1/2021	11/1/2020			
GLO 1365630	11/1/2020	11/1/2021	11/1/2020			

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Form

SCHEDULE

Name of the Person or Organization:

AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a contractor other than you for the same operation and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS.

BAP 4641355 (AOS)

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

CA 04 49 11 16