



**PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
LOOP 101 AND 202 FREEWAY WATERLINE REHABILITATION**

Project No. WA2008.451

Council Date: October 14, 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 **Wilson Engineers, LLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **LOOP 101 AND 202 FREEWAY WATERLINE REHABILITATION** 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 **240** 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 **\$296,750** 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 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
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:	Wilson Engineers, LLC Physical Address: [REDACTED] Mailing Address: 1620 W. Fountainhead Pkwy., Ste. 501, Tempe, AZ 85282 Statutory Agent Name: Stephen Todd Statutory Agent Physical Address: [REDACTED] Statutory Agent Mailing Address: 1620 W. Fountainhead Pkwy., Ste. 501, Tempe, AZ 85282
	Consultant's Authorized Project Representative Name: Steve Todd Title: Principal Phone: 480-893-8860 Email: steve.todd@wilson-engineers.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final 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 ("Indemnatee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

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

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

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

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

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

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

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

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

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

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

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

Wilson Engineers, LLC


Signature

9-16-21

Date

Stephen Todd

Print Name

Principal

Title

steve.todd@wilson-engineers.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

**EXHIBIT A
SCOPE OF WORK
LOOP 101 & LOOP 202 FREEWAY
WATERLINE REHABILITATION PROJECT
CONSTRUCTION MANAGEMENT SERVICES**

Project Description

The project includes the rehabilitation of a three water lines underneath the intersection of the Loop 101 and Loop 202 freeways in Chandler. Two 36-inch water lines that run West and North will be rehabilitated, along with another 30-inch water line that runs South. Additionally, there are several large vaults, which are being installed. Overall, Construction Management services include the coordination of submittals & RFI's field inspections, materials testing, and review of contractor payment applications.

Project Tasks

The Consultant will provide following Construction Management services which includes following tasks:

Task 1- PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

- i. Consultant will attend a pre-construction conference. At the conference, the Consultant will identify the services to be provided by Consultant and discuss coordination procedures. Consultant will prepare an agenda for this meeting and will prepare and distribute the meeting minutes.
- ii. Since this is pipeline rehabilitation, no public outreach is included.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

- i. Wilson will conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 30 weekly meetings will be held.

B. Task 2.2 CPM Schedule

- i. Consultant's opinions concerning various scheduling documents produced or used by the Contractor are for information and not controlling on the Contractor. It is Contractor's responsibility to continue to exercise its independent judgement concerning means, methods and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) identified in the construction documents.
- ii. Review Progress Schedule: Consultant will review and critique the Contractor's progress schedule in accordance with the construction documents. Consultant will examine work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the construction documents. Consultant will prepare a summary of the baseline schedule review comments and will meet and discuss the schedule comments with the Contractor and the City. Consultant will provide recommendations for acceptance.
- iii. Review Progress schedule updates: Consultant will review the Contractor's progress schedule updates to the construction schedule in accordance with the construction documents. Consultant will perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the Contractor. Consultant and Contractor will establish, based on the data, the percent of Project completion. Consultant will meet with Contractor on monthly basis to review and update the schedule data. Based upon the schedule update, Consultant will recommend processing progress payments. Consultant assumes six (6) reviews of updated CPM schedule.

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

- i. Consultant will receive, distribute and return all Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant will also coordinate with sub consultants Consultant assumes a maximum of thirty-five (35) RFI responses.

D. Task 2.4 Shop Drawing Submittals

- i. Consultant will receive, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit. Consultant will maintain a submittal log showing dates of submittal, transmittal action to other sub-consultants, dates of return, and review action. Copies of the log shall be furnished to the City and the Contractor weekly.
- ii. Consultant will coordinate with sub consultants. Consultant assumes a maximum of a forty (40) submittals based on the contract specifications, with 50% requiring re-submittal and a second review, for a total of sixty (60) submittals.

E. Task 2.5 Requests for Proposal (RFP)

- i. Consultant will prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost deviations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes preparation of fifteen (15) RFPs.

F. Task 2.6 Field Directives (FD's)

- i. Consultant, without the City's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the construction contract documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this paragraph, Consultant shall not have authority to direct or authorize changes in the Work without the City's prior written approval; however, Consultant shall provide a copy of any written field order to the City.
- ii. Consultant will prepare and submit change order requests explaining the merits for the change and a recommendation for the City's approval and acceptance.
- iii. Consultant will negotiate an agreement with the Contractor as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work. Consultant will administer and manage minor changes, change order requests, and change orders on behalf of the City. Change orders shall be prepared on a standard form provided by the City. Should a change order request be accepted by the City in the absence of an agreement with the Contractor as to cost, time, or both, Consultant will:
 - A) receive and maintain all documentation pertaining to the change order request required of the Contractor;
 - B) examine such documentation on the City's behalf;
 - C) take such other action as may be reasonably necessary or as the City may request; and
 - D) make a recommendation to the City concerning any appropriate adjustment in the construction cost and/or time, and prepare a change order for Contractor's acceptance and City approval.
- iv. Changes and substitutions shall be limited to the scope of the Project as defined by the construction documents or additional work as may be requested by the City. Consultant will promptly consult with and advise the City concerning, and shall administer and manage, all change order requests and change orders.
- v. Consultant will prepare, when requested by the City, required drawings, specifications and other supporting data regarding minor changes, change order requests, and change orders. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes fifteen (15) FD's.

G. Task 2.7 Contractor Payment Applications

- i. Consultant will review, prepare comments, and reach agreement with the Contractor on the progress represented in the Contractor's schedule of values. The monthly schedule update,

schedule of values, in combination with Consultant's field inspections, and the progress schedule shall be used by Consultant to determine the appropriateness of the Contractor's request for payment.

- ii. Consultant, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor and recommend in writing, payments to Contractor in such amounts; such recommendations of payment will constitute a representation to City, based on such inspections and review, that;
 - A) the work has progressed to the point indicated;
 - B) to the best of Consultant's knowledge, information and belief, the quality of such work is in accordance with the construction documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the construction documents, and to any qualifications stated in the recommendation); and
 - C) payment of the amount recommended is due and owed to the Contractor.
- iii. For unit price work, Consultant's recommendations for payment will be a determination of completed quantities of such work.
- iv. Consultant assumes a maximum of eight (8) payment applications, with two reviews each.

H. Task 2.8 Public Outreach

- i. Since this is pipeline rehabilitation, no public outreach is included.

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

- i. The Resident Project Representative (RPR) will maintain a presence at the Project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:
 - A) Conduct on-site inspections of the work in progress to assist Consultant in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.
 - B) Report to Consultant whenever it is believed that any work is unsatisfactory, faulty, or defective, or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise Consultant when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
 - C) Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; inspect, record and report to Consultant appropriate details relative to the test procedures and start-ups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to Consultant.
- ii. The RPR will prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform pipeline excavation, lay and backfill inspections. Consultant assumes one inspector full time at an average of 40 hours per week for twenty-six (26) weeks. CMAR schedule is approximately 30 weeks with 9 hour work days at 5 days per week however assumed minor to no inspection is required at the beginning of construction during mobilization and after substantial completion during punch list activities. It is assumed some weeks may be greater than or less than 40 hours per week but the average shall be approximately 40 hours per week for the 26 week duration.

B. Task 3.2 Project Closeout

- i. Following notice from the Contractor, The Consultant will conduct an inspection to determine if the Project or the work associated with interim milestones is substantially complete in accordance with the construction documents. If the Consultant considers the work substantially complete, the Consultant will deliver to the City and the Contractor the Certificate of Substantial Completion and the punch list, the date for completion of the punch list, and recommend the division of

responsibilities between the City and the Contractor. If the work is not substantially complete, the process shall be repeated until the work is substantially complete.

- ii. The Consultant will, upon completion of the punch list items as notified by the Contractor, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled the obligations so that Consultant may recommend, in writing, final payment to Contractor and may give written notice to City and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the City whether the work is finally complete. At or prior to the final inspection, the Consultant will request the Contractor prepare and furnish;

1) Certification that all obligations for payment for labor, materials or equipment related to the work have been paid or otherwise satisfied;

2) Certification that all insurance and bonds required of the Contractor beyond final payment is in effect and will not be canceled or allowed to expire without notice to the City;

3) Written consent of surety for final payment;

4) Record document information is complete and submitted;

If the work is not finally complete, the process shall be repeated until the work is finally complete. Promptly after the work is determined to be finally complete and the Consultant determines that the Contractor has properly submitted the items required for final inspection, the Consultant will determine whether the Contractor is entitled to final payment and, if so, will so certify to the City.

- iii. The Consultant certification that the Contractor is entitled to final payment constitutes the Consultant representation to the City that;

1) the work complies with (a) the construction contract documents, (b) applicable building codes, rules or regulations of all governmental authorities having jurisdiction over the Project, and (c) applicable installation and workmanship standards;

2) Contractor has submitted proper Final Completion close-out documents; and

3) Contractor is entitled to final payment.

The Consultant will provide to the City, at the time it submits a signed final payment request from the Contractor, all Final Completion close-out documents.

- iv. Consultant will not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractor(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site(s) or otherwise performing any of the Contractor(s)' work;

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

- i. Consultant shall coordinate with the City and ADOT for access and other required items during construction to ensure adherence to the ADOT encroachment permit. Consultant shall coordinate with ADOT as required based on comments related to the contract drawings.
- ii. Consultant shall also submit required documentation to Maricopa County to obtain the Approval of Construction permit.
- iii. Consultant shall coordinate with utility companies that are near or that cross the water line alignment.

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

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

- ii. The Consultant will provide material testing service for tests as required to be performed by the City in the construction contract documents. The Consultant will provide the services of a professional construction materials inspection and testing laboratory that meets ASTM E 329 requirements. Inspection and testing shall be coordinated with the construction schedule. Testing and inspection services shall include placement inspection and testing of compacted select fill and backfill, ordinary backfill, and slurry. Samples for testing shall be collected from the construction site and delivered to the laboratory. The laboratory shall provide a construction materials technician(s) to perform the field construction materials inspection and field testing services herein outlined.
- iii. Consultant will review laboratory reports and reports of inspection and testing activities describing the tests and inspections made and maintain files of this documentation to be turned over to the City. The laboratory shall itemize any changes in specifications or acceptance criteria authorized by the Consultant and report the actual condition of all items tested and inspected. The laboratory shall report directly to the Consultant's Resident Project Representative and shall receive direction with respect to work activities, duties, duration, reporting procedures, etc., from the Consultant's Resident Project Representative.
- iv. The Consultant's laboratory (and its technician(s)) will inspect and test for the following:
 - 1) Soils Testing: Select backfill, backfill and subgrade materials under and around structures, paved areas, pipe trenches, and duct bank/conduit, etc., for compaction to the appropriate percentage of the moisture-density specified for each material. Selection of areas to be tested shall be made by the Consultant. Placement of select backfill shall be periodically monitored by the technician for compliance with project materials quality specifications. Field moisture-density tests shall be conducted by the technician at the frequency directed by the Consultant. In-place density tests and sampling shall be conducted by the Technician on the compacted asphalt pavement at the frequency designated by the Consultant. Moisture-density relationships shall be determined in accordance with the moisture-density specifications specified for this Project, utilizing the appropriate method for each material type. Optimum moisture and maximum density remolded swell and plasticity index testing as required for each sample submitted. Soil sieve analyses shall be conducted prior to placement of select backfill, and embedment and all granular fill materials.
 - 2) Slurry Testing: Slurry which is placed under and around structures, pipe trenches, etc., shall be tested for compressive strength. Selection of areas to be tested shall be made by the Consultant. Samples will be taken and tested according to MAG standards.
 - 3) Additional Testing: Consultant will participate in pipe pressure and bacteriological testing and submit to Maricopa County to obtain Approval of Construction.

B. Task 5.2 Quality Assurance (QA) Test Program

- i. Materials Testing will be provided by the CMAR.

6. RECORD DRAWINGS

- A. **Task 6.1 Record Drawings** (Not Included with this Scope, Included with Post Design Services)

7. ALLOWANCES

- A. **Allowances per City Recommendation**

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

- A. Application fees for City reviews and permits will be paid by CITY.
- B. The Owner's Allowance will only be utilized with prior written approval from the City Representative.
- C. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
ARROWHEAD WPF AND PECOS WTP
FEE SCHEDULE

Task	Description	Cost
1	PRE-CONSTRUCTION ASSISTANCE	
1.1	Pre-Construction Assistance	\$ 930.00
SUBTOTAL TASK 1:		\$ 930.00
2	CONSTRUCTION MANAGEMENT	
2.1	Weekly Construction Meetings	\$ 28,800.00
2.2	CPM Schedule	\$ 6,360.00
2.3	Requests for Information (RFI)	\$ 2,560.00
2.4	Shop Drawing Submittals	\$ 7,120.00
2.5	Requests for Proposal (RFP)	\$ 5,560.00
2.6	Field Directive (FD)	\$ 14,880.00
2.7	Contractor Payment Applications	\$ 5,280.00
2.8	Public Outreach	\$ -
SUBTOTAL TASK 2:		\$ 70,560.00
3	CONSTRUCTION INSPECTION	
3.1	Inspection Services	\$ 160,640.00
3.2	Project Closeout	\$ 10,920.00
SUBTOTAL TASK 3:		\$ 171,560.00
4	UTILITY COORDINATION	
4.1	Utility Coordination / ADOT Coordination / MCESD AOC Approval	\$ 8,760.00
SUBTOTAL TASK 4:		\$ 8,760.00
5	MATERIALS TESTING	
5.1	QC Test Program	\$ 5,850.00
5.2	QA Test Program	\$ 2,090.00
SUBTOTAL TASK 5:		\$ 7,940.00
6	RECORD DRAWINGS	
6.1	Record Drawings	\$ -
SUBTOTAL TASK 6:		\$ -
SUBCONSULTANTS		
Materials Testing		\$ -
SUBTOTAL SUBCONSULTANTS:		\$ -
ALLOWANCES		
Owner's Allowance		\$ 37,000.00
SUBTOTAL ALLOWANCES:		\$ 37,000.00
PROJECT TOTAL:		\$ 296,750.00

		Sr. PM/Sr CM	Project Engineer	Lead Inspector	Sr CADD Tech	Sr Admin	< PROJECT ROLE
		Ed McCurdy	Harsha Sharma, Majid Zarif	Toby Teegerstrom, Kristen Reidhead, Jeff Johannes	Richard Villareal, Geoff Leak	Brandy Nixon	
		\$ 195.00	\$ 145.00	\$ 135.00	\$ 100.00	\$ 85.00	< HOURLY RATES
TASK DESCRIPTION		TOTAL HOURS PER TASK					
1. Preconstruction Assistance		2	0	4	0	0	6
	Preconstruction Assistance	2	0	4	0	0	6
2. Construction Management		162	48	138	8	148	504
	Weekly Construction Meetings and Minutes	80	0	60	0	60	200
	Review CPM Schedule and Updates	16	0	24	0	0	40
	Prepare and Maintain RFI Log	2	0	6	0	16	24
	Prepare and Maintain Submittal Log	8	0	16	0	40	64
	Maintain RFP Submittal Log	16	0	8	0	16	40
	Prepare and Maintain Field Directives	24	48	8	8	16	104
	Review Monthly Pay Apps and Recommend	16	0	16	0	0	32
	Coord on Public Outreach and Attend Mtg	0	0	0	0	0	0
3. Construction Inspection		96	40	1064	0	40	1240
	Inspection Services	80	32	1040	0	0	1152
	Project Closeout	16	8	24	0	40	88
4. Utility Coordination		16	24	16	0	0	56
	Utility Coordination / ADOT Coordination / MCESD AOC Approval	16	24	16	0	0	56
5. Materials Testing		8	16	20	0	16	60
	QC Test Program	6	8	16	0	16	46
	Prepare and Maintain Materials QA Plan	2	8	4	0	0	14
6. Record Drawings		0	0	0	0	0	0
	Record Drawings	0	0	0	0	0	0
Owner's Allowance							
Subtotal:		\$55,380.00	\$ 18,560.00	\$ 167,670.00	\$ 800.00	\$ 17,340.00	\$ 259,750.00
TOTAL HOURS:		284	128	1242	8	204	1866

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 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; 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

N/A