



PROFESSIONAL SERVICES AGREEMENT
Design Services
MAIN POLICE DEPARTMENT REDUNDANT POWER
Project No. BF2206.201
Council Date: January 27, 2022 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2022 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Arrington Watkins Architects, 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 Design Services for **MAIN POLICE DEPARTMENT REDUNDANT POWER** 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 **90** 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 **\$66,740** 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:	City of Chandler Public Works & Utilities Department Attn: Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008
To Consultant:	Arrington Watkins Architects, LLC Mailing Address: 5240 N. 16th St., Ste. 101, Phoenix, AZ 85016 Physical Address: Statutory Agent Name: N/A Statutory Agent Mailing Address: Statutory Agent Physical Address: CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE Name: Matthew A. Gorman Title: Principal Architect Phone: 602-279-4373 Email: mgorman@awarch.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 ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses

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

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered.

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

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

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

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

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

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

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

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control

and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding 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"
Arrington Watkins Architects, LLC

 1-12-2022

Signature Date

Matthew A Gorman

Print Name

Principal Architect

Title

mgorman@awarch.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



December 9, 2021

Kimberly Moon, PE
Assistant CIP City Engineer | Principal Engineer of CIP Design Group
City of Chandler Public Works & Utilities
PO Box 4008, MS 407
215 E Buffalo Street, Suite 101
Chandler, AZ 85244-4008

RE: Architectural Services for
Police Headquarters generator replacement
250 E Chicago St, Chandler, Arizona 85225

Ms. Moon:

Per your request, Arrington Watkins Architects LLC, is submitting this proposal to provide Design services for the Police Headquarters generator replacement. Features of the project are described in Attachment 1. The construction budget is undefined. Terms will be as stated in our on-call agreement. The proposal is organized as follows:

Scope of services (Attachment 1)
Exhibit "B" Fee Proposal summary
Exhibit "B" Fee proposal – Arrington Watkins Architects, detail.
Fee proposal – LSW Engineers

Professional Fee - The lump sum fees for this project are:

Design phase services: **\$62,240**

Additional allowances for work that may be required are as follows:

- Owner allowance: **\$1,500**
- Printing and related expense: **\$500**
- Structural Design allowance: **\$2,500**

Total **\$66,740**

Project Duration – the overall design duration is anticipated to be 6 months or less from the Architect's Notice to Proceed. A detailed schedule will be prepared after NTP in coordination with the police department.

Sincerely,
Arrington Watkins Architects, LLC

Matthew A. Gorman
Principal Architect

5240 North 16th Street
Suite 101
Phoenix, Arizona 85016
Telephone: (602) 279-4373
Fax: (602) 279-9110

A Limited Liability Company



Attachment 1 DESIGN SCOPE OF WORK

December 6, 2021

Design Services for Police Headquarters Generator Replacement

GENERAL DESCRIPTION

This project will provide a design to replace the back-up generator at the Police Headquarters building located at 250 E. Chicago St., Chandler, AZ 85225. PD HQ currently utilizes a 400 kW Natural Gas Standby generator installed with the construction of the building in approximately 1997/1998. The new design will provide two (2) 500 kW, 480Y/277V, 4W, 3-Phase diesel generators with subbase fuel tanks. The generators will be provided with an output breaker, an ATS and generator output switchboard. Site work, fencing and support pads will be designed.

Construction Process: The project will be constructed using the Design-Bid-Build process.

DESIGN SCHEDULE

To be coordinated with Owner.

PROJECT PHASES

The scope of work will consist of the phases as outlined in the contract with the following clarifications:

Task 1.0 Pre-design/15% plans:

- Kickoff meeting (in-person meeting onsite with walk after)
- Research existing conditions: site visit with architect and consultants to take measurements and confirm existing conditions
- 15% - concept development meeting and plan sheets in a workshop style over the shoulder meeting with core project team only.
- **Deliverable:** Concept site plan, electrical plan, lighting plan, one-line, equipment cut sheets, and initial code analysis.

Task 2.0 60% Design:

- 60% plans for review
- 60% comment tracking log and comment resolution meeting for project team
- Meetings with key City staff, to review the progress of the design. Prepare meeting minutes.
- **Deliverable:** 60% documents, including:

- 60% Plans, details, key specifications.

Task 3.0 Construction Documents (90% and 100% Design)

- Develop construction documents necessary to obtain a building permit and for construct the project.
- Participate in coordination meetings.
- **One** meeting with Building Department to discuss the project (if appropriate).
- 90% construction document submittal for Owner review.
- Collect and document review comments.
- Meet with core project team to resolve comments.
- Finalize 100% construction documents for building permit review.
- Building Permit:
 - Submit plans to the Development Services for review.
 - Submit plans to Engineering for review, if needed.
 - Pick up redlines, if required by plan reviewer.
 - Resubmit documents for approval.
- Provide Owner with all revised information.
 - Conversion of electronic files to CAD for City use (one time event).
 - Final plans, specifications and estimate submitted for record.
- **Deliverable:**
 - 90% plans and technical specification. We understand the client will prepare Division 0 and 1 specification.
 - 100% construction documents.

DESIGN TEAM RESPONSIBILITIES

The Architect will be required to retain and be responsible for themselves and the following engineering disciplines. Detailed proposals by each consultant are available for review if requested.

- **Arrington Watkins Architects**
 - Design team project management.
 - Architecture, site coordination, fencing.
 - Life safety code compliance.
 - Submissions and presentations.
- **LSW Engineers (MPE Engineers)**
 - Electrical engineering for power and lighting. Refer to attached proposal.

End of Scope

DESIGN STANDARDS

Applicable federal, state, county, and local requirements covering the design and construction of this project. The applicable design standards include the following, listed in order of precedence:

- City of Chandler Development Codes including building code

DESIGN PHASE PROJECT MEETINGS

AW will attend and participate in the following project meetings. AW will prepare and distribute attendance sheet, meeting agenda, and meeting minutes as indicated below. Meeting minutes will be prepared by AW within five days after the meeting and send to the City's project manager for review; then after approval AW will distribute to all meeting participants. City will be responsible for inviting appropriate City staff and other stakeholders to project meetings. Meetings included in this scope of work include the following:

Meeting Type	Number of Meetings	Documentation
Kick off Meeting	1	Meeting Minutes
Programming Meetings	0	N/A
Design Progress Meetings (60 and 90%)	2	Meeting Minutes
Neighborhood Meetings	0	N/A
Public Meetings	0	N/A
Comment Resolution	0	N/A
Building Department	1	Meeting Minutes
Council Meeting	0	N/A
Total Meetings During Design	7	

Meetings will be virtual when practical to do so.

PROJECT MANAGEMENT AND COORDINATION

AW shall provide internal project management and control for all aspects of engineering design. Included in this task are management and maintenance of project schedule, records, correspondence, quality control activities, and correspondence with City staff.

DIRECT COSTS / REIMBURSABLE EXPENSES

Along with the architectural/engineering design fee total on the proposal cover sheet, we have provided totals for direct costs and reimbursable expenses (see bullet points below). City shall reimburse AW for direct costs and reimbursable expenses incurred as part of this project. Anticipated direct costs and reimbursable expenses shall include the following:

- Document reproduction for all deliverables identified
- Sub consultant services
- *Mileage is NOT reimbursed by the City of Chandler for local consultants*

ALLOWANCES

Along with the architectural/engineering design fee total on the proposal cover sheet, we have provided totals for allowances. The following allowances are provided for additional services that may be requested by the city as part of this project.

Owner's Allowance: A general ALLOWANCE is provided for additional services not identified in this scope of work but determined by the city to be required for completion of the project. All tasks completed under this allowance shall be identified and authorized by the city in advance. Allowances will only be used with prior written authorization from the city's project manager. All allowances will be tracked and identified separately on invoices.

- Additional Task may include the following:
 - Additional investigation of existing conditions
 - Additional design meetings

EXCLUSIONS

The following work is specifically excluded from the Scope of Work for this project:

- Bidding support services
- Construction Administration services.
- Legal descriptions for utility easements
- Meetings or teleconference meetings beyond those listed.
- Technology system design
- Life cycle cost analysis

CITY OF CHANDLER RESPONSIBILITIES

- Provide record construction drawings of the facility
- Participate in design meetings
- Coordinate interdepartmental communication.
- Provide document review and feedback at each phase
- Pay all permit submittal fees

EXHIBIT "B"
COMPENSATION AND FEES

Arrington Watkins Architects LLC
Police Headquarters generator replacement
EXHIBIT "B"
DESIGN
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	1. Pre-design/15% plans -	
SUBTOTAL TASK 1:		\$ 5,060.00
2	2. 60% Design -	
SUBTOTAL TASK 2:		\$ 4,285.00
3	3. 90% and 100% Construction Docs 0	
SUBTOTAL TASK 3:		\$ 8,620.00
4	0 0	
SUBTOTAL TASK 4:		\$ -
SUBCONSULTANTS		
LSW Engineers		\$ 44,275.00
		\$ -
SUBTOTAL SUBCONSULTANTS:		\$ 44,275.00
ALLOWANCES		
Direct Expense Allowance		\$ 500.00
Structural Design Allowance		\$ 2,500.00
Owner's Allowance		\$ 1,500.00
SUBTOTAL ALLOWANCES:		\$ 4,500.00
PROJECT TOTAL:		\$ 66,740.00

Arrington Watkins Architects LLC
Police Headquarters generator replacement
 EXHIBIT "B-2"
 Hours and Rates

		Principal Architect	Project Manager	Architect	BIM/ Drafter	Administrative Assistant	< PROJECT ROLE	
							< NAME OF PERSON	
		\$ 200.00	\$ 170.00	\$ 150.00	\$ 110.00	\$ 85.00	< HOURLY RATES	
TASK DESCRIPTION						TOTAL HOURS PER TASK		
1. Pre-design/15% plans		3	0	11	24	2	\$ 5,060.00	40
1.1	Project start up	1				1	\$ 285.00	2
1.2	Kick off meeting and prep	2		2		1	\$ 785.00	5
1.3	Existing conditions research			4			\$ 600.00	4
1.4	Background models			1	16		\$ 1,910.00	17
1.5	Code analyis			2			\$ 300.00	2
1.6	15% drawings			2	8		\$ 1,180.00	10
2. 60% Design		0	0	14	16	5	\$ 4,285.00	35
2.1	Plans			4	16		\$ 2,360.00	20
2.2	Specifications			8		3	\$ 1,455.00	11
2.3	Meetings			2		2	\$ 470.00	4
3. 90% and 100% Construction Docs		2	0	34	16	16	\$ 8,620.00	68
3.1	Plans	1		8	12	2	\$ 2,890.00	23
3.2	Specifications			6		6	\$ 1,410.00	12
3.3	Meetings			2		2	\$ 470.00	4
3.4	Permit submittal			3		1	\$ 535.00	4
3.5	Review response	1		8	4	2	\$ 2,010.00	15
3.6	Resubmittal			3		1	\$ 535.00	4
3.7	Package project for bid			4		2	\$ 770.00	6
TOTAL HOURS:		5	0	59	56	23	\$17,965	143



LSW Engineers
ARIZONA, INCORPORATED

December 3, 2021

Arrington Watkins Architects
5240 N 16th St
Phoenix, AZ 85016

Attn: Matt Gorman

Re: Chandler Police Headquarters Generator Replacement
LSW Proposal PR2021-478

Mr. Gorman:

We are pleased to offer our engineering services for the generator replacement at City of Chandler Police Headquarters Building located at 250 East Chicago Street.

PROJECT UNDERSTANDING

This project is understood to be a design of the replacement of the existing generator at the Police HQ building per the "City of Chandler Main PD Generator Assessment" authored by LSW (reference LSW project number 2021-134.000). It understood the City would like to pursue "Solution 2" from the assessment. The project delivery system is assumed to be Design-Bid-Build

Our electrical engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service.

It is our understanding that the design of this project will include number and description of deliverables as defined below. Schedule is to be coordinated with the Owner after notice to proceed.

Task 1.0 - Pre-Design/15% Package

1. Provide basic sketch (PDF markups) drawing showing the engineering systems intended for this project.
2. Provide a written narrative describing the engineering systems intended for this project.
3. Assist the architectural design team with the engineering systems space requirements in the development of the schematic building floor plan.



Task 2.0 - 60% Design

1. Prepare design development drawings showing all main engineering systems equipment locations and sizes. Equipment weights will be shown as needed for the Structural Engineer. The drawings will also include the following:
 - a. Routing of site electrical duct banks.
2. Provide engineering systems equipment cut sheets for review.
3. Assist the architectural design team in the development of the ceiling plan.

Task 3.0 - Construction Documents (90% and 100% Design)

1. (90%) Completion of the engineering design drawings.
2. (90%) Completion of the engineering specifications.
3. (100%) Finalizing the design drawings and specifications addressing the Plan Review and Owner comments.

SCOPE OF WORK

Electrical

The electrical scope for this project is anticipated to include:

1. Design of the electrical power distribution for this project, including connection to the equipment, receptacles, lighting, and Owner equipment related to the new generator system.
2. General Lighting: Our design includes relocation of existing site lighting and possible selection of lighting fixtures, locating the lighting fixtures and the associated switching/control of the lighting systems within the generator yard.
3. Lighting system illumination and energy compliance calculations for lighting fixtures selected by LSW are included if required by the local jurisdiction. An illumination and energy compliance calculation for lighting fixtures selected by others is not included.
4. For the purpose of justifying load additions to existing electrical infrastructure, existing electrical loads will be established from existing record drawings and our site investigation. If adequate records and documentation are not available, 30-day maximum demand load readings may be required (which are not included).

GENERAL

Our scope will include the following general engineering services for the project:



1. Site investigation to observe the systems associated with this project (site investigation is limited to accessible areas only).
2. Attend up to three (3) meetings during the design phase of this project. Included meeting are anticipated as follows:
 - a. Project Kick Off and Site Walk
 - b. 60% Design Coordination
 - c. 90% Design Coordination
3. Design using Revit with models stored on a BIM360 Project HUB. It is required that while our model is in BIM360, the model shall remain independent from all disciplines outside of our scope of work, and any revisions to the model shall be made by our staff only. It is anticipated that the architectural BIM360 model elements will be "frozen" 14 days before each milestone deliverable.
4. Provide one set of drawings in electronic portable document format (PDF) at each intermediate deliverable.
5. Provide one final set of signed and sealed drawings in electronic portable document format (PDF) at the completion of design.
6. Provide one final set of signed and sealed specifications in electronic portable document format (PDF) at the completion of design.
7. Our bid phase services will include attendance at the Pre-Bid Meeting.

PROFESSIONAL FEE

Our fee for the work outlined above is a lump sum amount as follows:

Task 1.0 – 15%	\$6,620.
Task 2.0 – 60%	11,120.
Task 3.0 – 90/100%	26,535.

Total	\$44,275.

NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense, including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses.

This fee does not include plotting or printing of sets of our drawings or other discipline's drawings for interprofessional coordination or distribution.

This fee is quoted on a lump sum basis. The breakdown of the fee into phases or tasks is for your convenience. The fee will be billed 100% at the end of the project, unless the scope of the project is changed by written agreement.



CLIENT SERVICES

Services requested of the Client and/or Owner include the following:

1. Provide the following as required to assist us in the site investigation of existing conditions: facility access and an escort, ladders or other means to access overhead systems and equipment, and authorization for the use of cameras.
2. Provide copies of the existing construction documents.
3. Provide access to the building maintenance staff to answer questions.
4. Provide all connection requirements for Owner-provided equipment.
5. Provide a project title block and updated Revit model in a timely manner to meet the established project deliverables.
6. Provide the following building and Owner information:
 - a. Building Occupancy Classification.
 - b. Building Construction Type.
 - c. Building Hazard Classification.
 - d. Building Seismic and Risk Category.
 - e. Owner's Fire Suppression Insurance Requirements.
7. Provide a water flow and pressure test to document the water main capabilities.
8. Provide a PDF set of the drawings at each established deliverable.

EXCLUSIONS

1. Mechanical, plumbing, fire protection, fire alarm, and technology design.
2. Cost estimating.
3. Construction administration services.
4. Meetings or teleconference meetings beyond those listed.
5. Electrical demand load readings.
6. All work associated with LEED certification of the project.
7. Building Information Modeling (BIM) beyond an LOD-200 or clash-free modeling including COBie, Unifomat, MasterFormat, OmniClass, etc., input data.



8. Building energy consumption calculations or modeling.
9. Design of stair pressurization, smoke removal, or smoke evacuation systems.
10. Documenting energy code compliance of the building envelope or other systems not in our scope of services described above.
11. Utility company energy rebate data collection and/or submission.
12. Life cycle cost analysis.
13. All support or coordination work associated with an independent Commissioning Agent.
14. Functional testing or commissioning services.
15. Value engineering services or changes after completion of the associated 60% design documents.
16. Any design services caused by scope changes.
17. Preparation of Revit or BIM record drawings. These drawings are assumed to be provided by the Contractor.
18. Work in relation to the delinquency or insolvency of the Contractor(s).
19. Project partnering meetings.

ADDITIONAL SERVICES

Additional services will be performed on an hourly basis at our standard billing rates or a separate fixed fee contract as determined by your firm. Our current rate structure is shown below for your reference. Hourly contracted work will be invoiced based on our rates in effect at the time of such requests.

2022:	Principal	\$220./ hour
	Senior Engineer	\$200./ hour
	Engineer	\$150./ hour
	Senior Designer	\$130./ hour
	Field Observer	\$120./ hour
	Designer	\$110./ hour
	CAD Operator	\$80./ hour
	Administrative	\$75./ hour
	Outside Services	Our cost

This proposal is effective for not more than 90 days.



Arrington Watkins Architects
LSW Proposal PR2021-478
December 3, 2021
Page 6

LSW accepts the AIA contract and requests that you prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.

We appreciate this opportunity and look forward to working with your firm on this project.

Regards,

LSW ENGINEERS ARIZONA, INC.

A handwritten signature in black ink, appearing to read 'JS', with a horizontal line extending from the end.

Josh Shore, PE
Vice President

jps:mdr:ajb:mw

Please indicate your acceptance of this proposal by signing and returning one copy of this letter for our files.

APPROVED: _____ DATE: _____

YOUR PROJECT / REFERENCE NO.: _____

PR2021-478 fee Chandler PD HQ Generator Replacement.docx

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

3.2. *Insurance Cancellation During Term of 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

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.