



**PROFESSIONAL SERVICES AGREEMENT**  
**Consultant Services**  
**PECOS SURFACE WATER TREATMENT PLANT SOLIDS HANDLING STUDY**  
**Project No. WA2204.101**  
**Council Date: June 23, 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 **Hazen and Sawyer, P.C.**, a New York corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

**RECITALS**

A. City proposes to engage Consultant to provide Consultant Services for **PECOS SURFACE WATER TREATMENT PLANT SOLIDS HANDLING STUDY** 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 **270** 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 **\$357,080** 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<br>Attn: CIP City Engineer<br>P.O. Box 4008, Mail Stop 407<br>Chandler, AZ 85244-4008<br>Phone: 480-782-3349      Email: kimberly.moon@chandleraz.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| With a copy to:                                       | City of Chandler - Public Works & Utilities Department<br>Attn: Melanie Sikes<br>P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008<br>Phone: 480-782-3395      Email: melanie.sikes@chandleraz.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| To Consultant:                                        | <table border="1"> <tr> <td><b>LEGAL COMPANY NAME:</b></td> <td>Hazen and Sawyer, P.C.</td> </tr> <tr> <td>Mailing Address:</td> <td>498 Seventh Avenue, 11th Floor, New York, NY 10018</td> </tr> <tr> <td>Physical Address:</td> <td>1400 E. Southern Avenue, Suite 340, Tempe, AZ 85282</td> </tr> <tr> <td>Statutory Agent Name:</td> <td>Corporation Service Company</td> </tr> <tr> <td>Statutory Agent Mailing Address:</td> <td>8825 N 23rd Avenue, Suite 100, Phoenix, AZ 85021</td> </tr> <tr> <td>Statutory Agent Physical Address:</td> <td>8825 N 23rd Avenue, Suite 100, Phoenix, AZ 85021</td> </tr> <tr> <td colspan="2"><b>CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</b></td> </tr> <tr> <td>Name:</td> <td>Curtis D. Courter</td> </tr> <tr> <td>Title:</td> <td>Associate Vice President</td> </tr> <tr> <td>Phone:</td> <td>480.404.5009</td> </tr> <tr> <td>Email:</td> <td>ccourter@hazenandsawyer.com</td> </tr> </table> |  | <b>LEGAL COMPANY NAME:</b> | Hazen and Sawyer, P.C. | Mailing Address: | 498 Seventh Avenue, 11th Floor, New York, NY 10018 | Physical Address: | 1400 E. Southern Avenue, Suite 340, Tempe, AZ 85282 | Statutory Agent Name: | Corporation Service Company | Statutory Agent Mailing Address: | 8825 N 23rd Avenue, Suite 100, Phoenix, AZ 85021 | Statutory Agent Physical Address: | 8825 N 23rd Avenue, Suite 100, Phoenix, AZ 85021 | <b>CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</b> |  | Name: | Curtis D. Courter | Title: | Associate Vice President | Phone: | 480.404.5009 | Email: | ccourter@hazenandsawyer.com |
| <b>LEGAL COMPANY NAME:</b>                            | Hazen and Sawyer, P.C.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| Mailing Address:                                      | 498 Seventh Avenue, 11th Floor, New York, NY 10018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| Physical Address:                                     | 1400 E. Southern Avenue, Suite 340, Tempe, AZ 85282                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| Statutory Agent Name:                                 | Corporation Service Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| Statutory Agent Mailing Address:                      | 8825 N 23rd Avenue, Suite 100, Phoenix, AZ 85021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| Statutory Agent Physical Address:                     | 8825 N 23rd Avenue, Suite 100, Phoenix, AZ 85021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| <b>CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| Name:                                                 | Curtis D. Courter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| Title:                                                | Associate Vice President                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| Phone:                                                | 480.404.5009                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                            |                        |                  |                                                    |                   |                                                     |                       |                             |                                  |                                                  |                                   |                                                  |                                                       |  |       |                   |        |                          |        |              |        |                             |
| Email:                                                | ccourter@hazenandsawyer.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 Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement.

Any subsequent changes are subject to City's written prior approval.

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

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

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

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must

not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

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

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so

that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

**5.26 Personal Identifying Information-Data Security.** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

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

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

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

**5.30 Severability.** If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this

Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

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

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

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

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

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

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

**Exhibit A** - Scope of Services / Schedule

**Exhibit B** - Compensation and Fees

**Exhibit C** - Insurance Requirements

**Exhibit D** - Special Conditions

**Exhibit E** - Federal Requirements (if applicable)

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

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

**"CITY" CITY OF CHANDLER**

**"CONSULTANT"**

**Hazen and Sawyer, P.C.**

\_\_\_\_\_  
MAYOR



May 31, 2022

Signature

Date

**RECOMMENDED BY:**



\_\_\_\_\_  
Kimberly Moon, P.E.  
CIP City Engineer

\_\_\_\_\_  
Curtis D. Courter

Print Name

\_\_\_\_\_  
Associate Vice President

Title

\_\_\_\_\_  
ccourter@hazenandsawyer.com

Signer Email Address

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



**ATTEST:**

\_\_\_\_\_  
City Clerk

Seal

**EXHIBIT "A"**  
**SCOPE OF SERVICES/SCHEDULE**

## CITY OF CHANDLER

### PECOS SWTP SOLIDS HANDLING STUDY

#### Scope of Work

May 24, 2022

##### A. Introduction

Pecos Surface Water Treatment Plant (SWTP) was originally designed in 1987 with a 30 mgd capacity and is currently rated to treat up to 60 mgd. Currently, the residuals handling systems consists of backwash equalization and recycle, sedimentation (both conventional and ballasted-flocculation) solids thickening, and belt filter press dewatering. All decants, supernatants, and filtrates are recycled to the head of the Pecos SWTP, improving water recovery at the facility.

Currently, there are two challenges facing the ongoing operations at the facility: (1) increased formation of total trihalomethanes (TTHMs) in the distribution system, and (2) the existing belt filter press is reaching the end of its useful life. To investigate means to address these challenges, this study will evaluate the potential to reduce or eliminate recycle of belt filter press (or other dewatering technology) filtrate to the head of the SWTP which would likely reduce the formation potential of TTHMs. Additionally, dewatering technologies and locations of where best to perform dewatering will be investigated.

The goal of this project is to review current solids handling (and liquids recycle) approaches at Pecos SWTP and identify future solids handling needs. The study is to include reviewing options related to dewatering solids onsite versus conveying solids to the existing sewer collection system for processing at the Airport Water Reclamation Facility (AWRF) or the Ocotillo Water Reclamation Facility (OWRF). This evaluation will also review anticipated future solids volumes at the Pecos SWTP and recommend alternatives to current belt filter press technology in place at Pecos SWTP, sewer disposal for processing at AWRF and OWRF.

##### B. Assignment

The contract has been awarded to a consultant based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

##### C. Project Objectives

The objectives of this project include the following:

1. Evaluate existing and future (including ranges of influent water qualities and expected increases in demands) solids volumes at the Pecos SWTP.
2. Review options for solids handling, including:
  - a. Evaluate on-site mechanical dewatering technology alternatives for Pecos SWTP
    - i. Coordinate two onsite technology demonstrations
  - b. Evaluate the existing sewer collection system for moving un-dewatered sludge from Pecos SWTP to OWRF Influent Pump Station (IPS).
  - c. Evaluate the process impacts of solids streams from Pecos SWTP on processes at AWRF and OWRF
3. Provide final report to summarize evaluation results and recommendations.

## D. Task List

The following tasks will be performed as part of this project:

Task 100: Project Management

Task 200: Pecos SWTP Mass Balance

Task 300: Dewatering Technology Evaluation

Task 400: Collection System Evaluation

Task 500: OWRF/AWRF Process Impact Evaluation

Task 600: Reports and Workshops

Task 700: Other Direct Costs

Task 800: Owner's Allowance

## E. Task 100: Project Management

Project management will include facilitating meetings and calls with the City (meetings will be virtual over Microsoft Teams), taking and distributing meeting minutes and action items after each meeting, monthly invoices, tracking of project budget and expenditures, tracking and updating project schedule, and delivering project deliverables. QA/QC of project deliverables are also included in this task.

## *Assumptions*

- Collateral, agendas and minutes for project kickoff meeting.
- City project manager and consultant project manager will be in regular contact, as needed, to track project progress.
- Workshops for project are included in Task 600.
- Follow up calls with City will occur as needed.

## *Deliverables*

- Meeting agenda, presentation content, and minutes via email with action items
- Monthly invoices with progress reports
- Project schedule with updates describing any schedule changes, as needed.

## **F. Task 200: Pecos SWTP Mass Balance**

Historical data from the Pecos SWTP will be used to develop a process flow diagram and create a mass balance for the Pecos SWTP. Historic (3 years) and future predicted (through buildout) plant operations will be considered in establishing the mass balance cases to be evaluated. This task involves a review of the data needed to create the mass balance on a process flow diagram including as-built drawings, historical plant operations data (flow, water quality, solids loading), water quality data, and design reports.

Mass balances for the following cases will be developed:

- 2022 Average flow, average water quality
- 2022 Maximum flow, average water quality
- 2022 Maximum flow, maximum water quality
- Buildout Average flow, average water quality
- Buildout Maximum flow, average water quality
- Buildout Maximum flow, maximum water quality

## *Assumptions*

- City will provide historic data and documentation including as-built drawings, design reports, operations and water quality data required for the analysis.
- All numerical data will be provided in Excel format.

## *Deliverables*

- Draft Mass Balance Technical Memorandum including
  - Draft PFD in pdf format for each case
  - Draft mass balance stream summary tables for each case

## G. Task 300: Solids Dewatering Technology Evaluation

This task consists of an evaluation of dewatering technologies to replace the existing belt filter press. The dewatering technologies to be evaluated are belt filter press, centrifuge, fan press, screw press, and volute screw press. This task will document benefits and drawbacks of operating each dewatering technology and provide a Class 5 cost estimate of capital equipment costs and annual O&M expenses for each dewatering technology.

Two onsite dewatering technology demonstrations will be coordinated and attended by Hazen personnel under this task. One of the technology demonstrations will be a fan press, and the other will be a screw press or volute screw press. It is anticipated that each technology will be operated for up to 3 days. Hazen will observe the operation once it has reached steady-state. Hazen will review and verify reports provided by technology vendors. Vendor reports will provide technical performance data for items such as dewatered solids content (% moisture), pressate/filtrate water quality (TSS), polymer type, polymer usages, etc.

### *Assumptions*

- Costs for dewatering technology rental, setup, and operation is excluded from this scope. Note that it is expected that dewatering equipment rental will be at no cost to the City.
- Hazen personnel will attend each dewatering demonstration, for up to 1 day per demonstration.
- One of the technology demonstrations will be a fan press. The second technology demonstration will either be a screw press or a volute screw press.

### *Deliverables*

- Draft findings and recommendations from the technology evaluation technical memorandum
- Performance reports for the two onsite dewatering demonstrations (vendor provided)

## H. Task 400: Collection System Impact Evaluation

This task will review the existing sewer collection system for OWRF and, where applicable, subsequent conveyance to AWRF and evaluate the impact of sending thickened (non-dewatered) solids from Pecos SWTP to the sewer collection systems. Consultant will provide planning-level insights and expectations for either increase or reduction of odors as a result of the introduction of water treatment solids to the collection system. High-level impacts to corrosivity of the water as a result of the addition of SWTP solids to the collection system will be also provided.

A Class 5 cost estimate will be developed for capital and annual O&M impacts of sending Pecos SWTP solids to the sewer collection systems.

### *Assumptions*

- City will provide available historic data and documentation including as-built drawings, collection system maps, any relevant flow metering data, known hydraulic or sedimentation

issues, anecdotal operations information, and operations data for the existing collection systems as required for the analysis.

- City will also provide updated hydraulic model representing current collection system infrastructure and operations which can show current (as recently calibrated ~2015) and available capacity of the existing collection system impacted.
- Model calibration is not included.
- Detailed odor impacts of solids in collection system not included.
- Detailed corrosion impacts of solids in collection system not included.

#### *Deliverables*

- Draft collection system impact evaluation and recommendations technical memorandum.

## **I. Task 500: AWRF and OWRF Process Impact Evaluation**

This task will include review of historical influent loading conditions and treatment process performance at the AWRF and OWRF. Hazen will analyze 3 to 5 years of historical data for the AWRF and OWRF. Hazen will develop two BioWin™ biological process models, including one for AWRF and one for OWRF. The process model will be calibrated to Level 2 (i.e., a steady state model based on available historical data). The process models will then be utilized to evaluate potential treatment process impacts of sending thickened solids from Pecos SWTP to AWRF or OWRF for processing. Hazen will develop Class 5 cost estimates (including capital and O&M costs) to compare the costs of the AWRF and OWRF alternatives.

#### *Assumptions*

- City will provide 3 to 5 years of historical data (in Excel format) and documentation including design reports, as-built drawings, treatment process capacities, and Plant Operations input for both AWRF and OWRF as required for the analysis.

#### *Deliverables*

- Draft AWRF and OWRF process impact evaluation technical memorandum.

## **J. Task 600: Reports and Workshops**

This task will create a final report to summarize the results and recommendations and address City comments from Tasks 200 through 500. Previous technical memoranda will be updated, incorporating any City comments, finalized and included as appendices to the final report. The final report will include a technical summary (no more than 20 pages) of the previous technical memoranda.

#### *Assumptions*

- Hazen and City will have 4 workshops to review the evaluation findings and recommendations from Tasks 300, 400, 500 and to review the final report.
- City comments will be incorporated into the final report draft after a review workshop is held and client comments are received on the draft report.



Hazen and Sawyer  
1400 E. Southern Avenue, Suite 340  
Tempe, AZ 85282 • 480.436.7959

#### *Deliverables*

- Draft Report in pdf format
- Final Report in pdf format with Class 5 cost estimates
- Presentation materials and notes from workshops

### **K. Task 700: Other Direct Costs**

This task will cover direct cost expenses for travel to attend the two onsite dewatering technology demonstrations. Hazen will include receipts and justification for expense in the monthly invoices.

### **L. Task 800: Owner's Allowance**

Owner's allowance is to cover unforeseen changes to the project scope. Hazen will request written authorization from the Owner to utilize the funds. The associated scope change will be included in the authorization request.

### **M. Project Schedule**

1. Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
2. Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

It is anticipated this project will be completed within 9 months of Notice to Proceed. The anticipated schedule is shown in below.

Note that preliminary alternatives costs will be available in January 2023 to support City budgeting needs.

|                                               |          | 2022 |     |     |     |     |     |     |     |     |     | 2023 |     |     |     |     |     |  |
|-----------------------------------------------|----------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|--|
| Item                                          |          | Apr  | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb  | Mar | Apr | May | Jun | Jul |  |
| Notice to Proceed                             | 07/11/22 |      |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |  |
| Task 100: Project Management                  |          |      |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |  |
| Task 200: Pecos SWTP Mass Balance             |          |      |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |  |
| Task 300: Dewatering Technology Evaluation    |          |      |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |  |
| Task 400: Collection System Evaluation        |          |      |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |  |
| Task 500: OWRF/AWRF Process Impact Evaluation |          |      |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |  |
| Task 600: Reports and Workshops               |          |      |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |  |

**EXHIBIT "B"**  
**COMPENSATION AND FEES**

EXHIBIT B-1  
Lump Sum Cost Per Task

| <b>TASK DESCRIPTION</b>                          |                          | <b>SUBTOTAL</b> |                   |
|--------------------------------------------------|--------------------------|-----------------|-------------------|
| <b>Task 100 Project Management</b>               |                          | <b>\$</b>       | <b>19,730.00</b>  |
| 110                                              | Project Administration   | \$ 11,270.00    |                   |
| 120                                              | Meetings                 | \$ 8,460.00     |                   |
| <b>Task 200 Pecos Mass Balance</b>               |                          | <b>\$</b>       | <b>34,680.00</b>  |
| 210                                              | Background research      | \$ 12,080.00    |                   |
| 220                                              | PFD and Mass Balance     | \$ 22,600.00    |                   |
| <b>Task 300 Dewatering Technology Evaluation</b> |                          | <b>\$</b>       | <b>56,320.00</b>  |
| 310                                              | Technology Evaluation    | \$ 20,300.00    |                   |
| 320                                              | Cost Estimate            | \$ 13,830.00    |                   |
| 330                                              | On-site Demonstrations   | \$ 22,190.00    |                   |
| <b>Task 400 Collection System Evaluation</b>     |                          | <b>\$</b>       | <b>45,440.00</b>  |
| 410                                              | Background research      | \$ 16,000.00    |                   |
| 420                                              | Calcs and Recommendation | \$ 18,170.00    |                   |
| 430                                              | Cost Estimate            | \$ 11,270.00    |                   |
| <b>Task 500 AWRF/OWRF Process Evaluation</b>     |                          | <b>\$</b>       | <b>102,710.00</b> |
| 510                                              | Background research      | \$ 43,180.00    |                   |
| 520                                              | Calcs and Recommendation | \$ 43,740.00    |                   |
| 530                                              | Cost Estimate            | \$ 15,790.00    |                   |
| <b>Task 600 Reports and Workshops</b>            |                          | <b>\$</b>       | <b>57,200.00</b>  |
| 610                                              | Final Report             | \$ 23,960.00    |                   |
| 620                                              | Client Workshops         | \$ 33,240.00    |                   |
| <b>Task 700 Other Direct Costs</b>               |                          | <b>\$</b>       | <b>6,000.00</b>   |
| <b>Task 800 Owner's Allowance</b>                |                          | <b>\$</b>       | <b>35,000.00</b>  |
| <b>TOTAL COST:</b>                               |                          | <b>\$</b>       | <b>357,080.00</b> |

Client City of Chandler  
Project Pecos SWTP Solids Handling Study  
Date 5/24/2022

[illegible]

## **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**

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

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

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

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

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

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

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

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



HAZE&amp;SA-01

KGODWIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2022

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

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

|                                                                                           |                                                                              |                                      |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------------------------------|
| <b>PRODUCER</b><br>Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102 | <b>CONTACT NAME:</b>                                                         |                                      |
|                                                                                           | <b>PHONE (A/C, No, Ext):</b> (703) 827-2277                                  | <b>FAX (A/C, No):</b> (703) 827-2279 |
|                                                                                           | <b>E-MAIL ADDRESS:</b> admin@amesgough.com                                   |                                      |
|                                                                                           | <b>INSURER(S) AFFORDING COVERAGE</b>                                         | <b>NAIC #</b>                        |
|                                                                                           | <b>INSURER A :</b> Twin City Fire Insurance Company A+ (XV)                  | 29459                                |
|                                                                                           | <b>INSURER B :</b> Hartford Fire Insurance Company A+ (XV)                   | 19682                                |
|                                                                                           | <b>INSURER C :</b> Travelers Indemnity Company of Connecticut A++ (Superior) | 25682                                |
|                                                                                           | <b>INSURER D :</b> Continental Casualty Company (CNA) A, XV                  | 20443                                |
|                                                                                           | <b>INSURER E :</b>                                                           |                                      |
|                                                                                           | <b>INSURER F :</b>                                                           |                                      |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                            | ADDL INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab.<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 42UUNOL5499        | 3/29/2022               | 3/29/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                |           |          | 42UENOL5501        | 3/29/2022               | 3/29/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Comp./Coll. Ded \$ 1,000                                                       |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                      |           |          | CUP-2T739221-22-NF | 3/29/2022               | 3/29/2023               | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                      |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                         |           | N / A    | 42WBOL6H6E         | 3/29/2022               | 3/29/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                   |
| D        | <input checked="" type="checkbox"/> Professional Liab.                                                                                                                                                                                                                                                                                                                       |           |          | AEH008231489       | 3/29/2022               | 3/29/2023               | Per Claim 1,000,000                                                                                                                                                                                                                         |
| D        | <input checked="" type="checkbox"/> Professional Liab                                                                                                                                                                                                                                                                                                                        |           |          | AEH008231489       | 3/29/2022               | 3/29/2023               | Aggregate 2,000,000                                                                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: PROJECT #WA2204.101, PECOS SURFACE WATER TREATMENT PLANT SOLIDS HANDLING STUDY

The City of Chandler, AZ, its agents, representatives, officers, directors, officials and employees are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. Separation of Insureds is included in the General Liability policy. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                                                        |                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Chandler, AZ<br>Public Works & Utilities Dept. / Attn: CIP City Engineer<br>PO Box 4008<br>Mail Stop 407<br>Chandler, AZ 85244 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                                                        | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |



## ADDITIONAL REMARKS SCHEDULE

|                                    |                             |                                                                                      |
|------------------------------------|-----------------------------|--------------------------------------------------------------------------------------|
| AGENCY<br><b>Ames &amp; Gough</b>  |                             | NAMED INSURED<br><b>Hazen and Sawyer</b><br>498 Seventh Avenue<br>New York, NY 10018 |
| POLICY NUMBER<br><b>SEE PAGE 1</b> |                             |                                                                                      |
| CARRIER<br><b>SEE PAGE 1</b>       | NAIC CODE<br><b>SEE P 1</b> | EFFECTIVE DATE: <b>SEE PAGE 1</b>                                                    |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

contract. Umbrella Liability coverage follows form. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

THE CITY OF CHANDLER, ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES  
MAIL STOP 407  
PO BOX 4008  
BH8062  
CHANDLER AZ 85044

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 42 WB OL6H6E

**Endorsement Number:**

**Effective Date:** 03/29/2022

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** HAZEN AND SAWYER, D.P.C.

498 FASHION AVE FL 11

NEW YORK NY 10018

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

**SCHEDULE**

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_

Authorized Representative