



**PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
OCOTILLO WATER RECLAMATION FACILITY INFLUENT PUMP STATION ODOR
CONTROL CONSTRUCTION MANAGEMENT SERVICES**

Project No. WW2211.451

Council Date: February 23, 2023

Item No.

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2023 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Wilson Engineers, LLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **OCOTILLO WATER RECLAMATION FACILITY INFLUENT PUMP STATION ODOR CONTROL CONSTRUCTION MANAGEMENT SERVICES** 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 enter into an Agreement 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 **550** 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 **\$498,330** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov																							
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Sandy Story, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3588 Email: Sandra.story@chandleraz.gov																							
To Consultant:	<table border="1"> <tr> <td>LEGAL COMPANY NAME:</td><td>Wilson Engineers, LLC</td></tr> <tr> <td>Mailing Address:</td><td>1620 W Fountainhead Parkway, Suite 501 Tempe AZ 85282</td></tr> <tr> <td>Physical Address:</td><td>same</td></tr> <tr> <td>Statutory Agent Name:</td><td>Stephen M. Todd</td></tr> <tr> <td>Statutory Agent Mailing Address:</td><td>same</td></tr> <tr> <td>Statutory Agent Physical Address:</td><td>same</td></tr> <tr> <td colspan="2">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td></tr> <tr> <td>Name:</td><td>Uday Kumar Gandhe</td></tr> <tr> <td>Title:</td><td>Principal</td></tr> <tr> <td>Phone:</td><td>480-893-8860</td></tr> <tr> <td>Email:</td><td>Uday.gandhe@wilson-engineers.com</td></tr> </table>		LEGAL COMPANY NAME:	Wilson Engineers, LLC	Mailing Address:	1620 W Fountainhead Parkway, Suite 501 Tempe AZ 85282	Physical Address:	same	Statutory Agent Name:	Stephen M. Todd	Statutory Agent Mailing Address:	same	Statutory Agent Physical Address:	same	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		Name:	Uday Kumar Gandhe	Title:	Principal	Phone:	480-893-8860	Email:	Uday.gandhe@wilson-engineers.com
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Statutory Agent Physical Address:	same																							
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Name:	Uday Kumar Gandhe																							
Title:	Principal																							
Phone:	480-893-8860																							
Email:	Uday.gandhe@wilson-engineers.com																							

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement 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 Agreements 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 Agreement 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 an Agreement 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 an Agreement 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 Agreement 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 Agreement 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 Agreement 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.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

5.45 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.

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"

Wilson Engineers, LLC

MAYOR

Signature

Date

RECOMMENDED BY:

K Moon

Kimberly Moon, P.E.
CIP City Engineer

Print Name

Principal

Title

Phil. Noonan @ Wilson-engineers.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney

JNB

ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



EXHIBIT "A"

CONSTRUCTION MANAGEMENT SCOPE OF SERVICES OCOTILLO WATER RECLAMATION FACILITY ODOR CONTROL FACILITIES MODIFICATIONS

GENERAL DESCRIPTION

The City of Chandler is completing odor control modifications at the Ocotillo Water Reclamation Facilities (OWRF) Influent Pump Station. This Construction Management scope of work will include effort by Wilson Engineers (Consultant) and will involve Project Administration, Engineering and Resident Services during the construction phase of the Project.

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

- i. Consultant will conduct a pre-construction conference. At the conference, the Consultant will identify the services to be provided by Consultant and discuss coordination procedures. Consultant will prepare an agenda for this meeting and will prepare and distribute the meeting minutes.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

- i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes Forty (40) weekly or Bi-weekly meetings.

B. Task 2.2 CPM Schedule

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

establish, based on the data, the percent of Project completion. Consultant will meet with Contractor on monthly basis to review and update the schedule data. Based upon the schedule update, Consultant will recommend processing progress payments. Consultant will identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes four reviews of updated CPM schedule.

C. Task 2.3 Perform Site Visits

- i. The Consultant's design staff will make site visits appropriate for the type of construction at periods appropriate to the various stages of construction to observe, as an experienced qualified professional, the progress and quality of the executed work of a Contractor and to determine in general, if such work is proceeding in accordance with the design intent. The Consultant's site visit or site presence shall support the inspection needs and requirements established by the City.

D. Task 2.4 Requests for Information (RFI's)

- i. Consultant will issue necessary interpretations and clarifications of the construction documents; have authority, as City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the construction documents and judge the acceptability of the work thereunder, and make decisions on all claims of City and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the construction documents pertaining to the execution and progress of the work. Consultant will render interpretations or decisions in good faith and in accordance with the requirements of the construction documents.
- ii. Consultant will respond to the City's representative and/or Contractor to clarify and/or interpret technical or design-related questions. Consultant will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents. Consultant will serve as the City's advisor in resolution of these issues.
- iii. Consultant will prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of 50 RFI responses.

E. Task 2.5 Shop Drawing Submittals

- i. Consultant will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit. Consultant review shall be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto. Consultant will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection, which are to be assembled by Contractor(s) in accordance with the construction documents.
- ii. Consultant will maintain a submittal log showing dates of submittal, transmittal action to other sub-consultants, dates of return, and review action. Copies of the log shall be furnished to the City and the Contractor weekly. Consultant will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. Consultant will not approve any proposed substitution unless such substitution conforms to the Project design concept and the construction documents including the contract price.
- iii. Task effort is based on receiving an estimated 30 shop drawing submittals. Submittal review efforts is based upon a maximum of two (2) reviews per submittal

and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews.

F. Task 2.6 Requests for Proposal (RFP)

- i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost deviations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes ten (10) RFPs.

G. Task 2.7 Field Directives (FD's)

- i. Consultant, without the City's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the construction contract documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this paragraph, Consultant shall not have authority to direct or authorize changes in the Work without the City's prior written approval; however, Consultant shall provide a copy of any written field order to the City.
- ii. Consultant will prepare and submit change order requests explaining the merits for the change and a recommendation for the City's approval and acceptance.
- iii. Consultant will negotiate an agreement with the Contractor as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work. Consultant will administer and manage minor changes, change order requests, and change orders on behalf of the City. Change orders shall be prepared on a standard form provided by the City. Should a change order request be accepted by the City in the absence of an agreement with the Contractor as to cost, time, or both, Consultant will:
 - A) receive and maintain all documentation pertaining to the change order request required of the Contractor;
 - B) examine such documentation on the City's behalf;
 - C) take such other action as may be reasonably necessary or as the City may request; and
 - D) make a recommendation to the City concerning any appropriate adjustment in the construction cost and/or time, and prepare a change order for Contractor's acceptance and City approval.
- iv. Changes and substitutions shall be limited to the scope of the Project as defined by the construction documents or additional work as may be requested by the City. Consultant will promptly consult with and advise the City concerning, and shall administer and manage, all change order requests and change orders.
- v. Consultant will prepare, when requested by the City, required drawings, specifications and other supporting data regarding minor changes, change order requests, and change orders. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Multiple directives may be combined to create a field directive. Consultant assumes Five (5) FD's.

H. Task 2.8 Contractor Payment Applications

- i. Consultant will review, prepare comments, and reach agreement with the Contractor on the progress represented in the Contractor's schedule of values. The monthly schedule update, schedule of values, in combination with Consultant's field inspections, and the progress schedule shall be used by Consultant to determine the appropriateness of the Contractor's request for payment.

- ii. Consultant, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor and recommend in writing, payments to Contractor in such amounts; such recommendations of payment will constitute a representation to City, based on such inspections and review, that;
 - A) the work has progressed to the point indicated;
 - B) to the best of Consultant's knowledge, information and belief, the quality of such work is in accordance with the construction documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the construction documents, and to any qualifications stated in the recommendation); and
 - C) payment of the amount recommended is due and owed to the Contractor.
- iii. For unit price work, Consultant's recommendations for payment will be a determination of completed quantities of such work.
- iv. Consultant assumes a maximum of Eight (8) payment applications, with 2 reviews each.

I. Task 2.9 Use of Allowance and Use of Contingency

- i. The Consultant shall assist the City with the Allowances and Contingencies that are identified in the contract. It is anticipated that the City or the Contractor may request the use of the contingency and allowance funds. The Consultant shall maintain all documentation and logs pertaining to the use of any allowances and contingencies. It is anticipated that approximately Four (4) Use of Allowances or Contingency requests.

J. Task 2.10 Public Outreach

- i. Not Included

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

- i. The Resident Project Representative (RPR) will be on-site periodically (part-time inspection) and will act as directed by Consultant, in order to assist Consultant in inspecting performance of the work of the Contractor(s). Consultant will endeavor to provide further protection for City against deficiencies in the work of Contractor(s) through on-site inspections of the work and field checks of materials and equipment by the RPR. The furnishing of such RPR representation will not make Consultant responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the construction documents. The Resident Project Representative (RPR) will be at the Project site to be knowledgeable about the progress and quality of the work to:
 - A) Conduct on-site inspections of the work in progress to assist Consultant in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.
 - B) Report to Consultant whenever it is believed that any work is unsatisfactory, faulty, or defective, or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise Consultant when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
 - C) Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; inspect, record and report to Consultant appropriate details relative to the test procedures and start-ups. Accompany

visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to Consultant.

The RPR, as Consultant's agent, will act as directed by and under the supervision of Consultant. The RPR's dealings in matters pertaining to the on-site work shall in general be only with Consultant and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with City will be only through or as directed by Consultant, and when appropriate, may be through the RPR.

- ii. **Certificates. Maintenance and Operation Manuals:** During the course of the work, review and determine that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Consultant for review and forwarding to City prior to final acceptance of the work.
- iii. **Start-up Assistance:** Limited start-up services to transfer finished work from a construction status to operating, functional system(s). Such services may include review of Contractor's start-up plan, coordinate a start-up plan and procedures for City personnel use, supervise during start-up procedures, and assist City personnel during a period of initial operation.
- iv. **Special Inspection:** During the course of the work, arrange and coordinate Special Inspections for structural, mechanical, and electrical work as required by the Special Inspection Certificates required by the City.

B. Task 3.2 Landscape / Irrigation Inspection Services

- i. Not Included

C. Task 3.3 Project Closeout

- i. Following notice from the Contractor, The Consultant will conduct an inspection to determine if the Project or the work associated with interim milestones is substantially complete in accordance with the construction documents. If the Consultant considers the work substantially complete, the Consultant will deliver to the City and the Contractor the Certificate of Substantial Completion and the punch list, the date for completion of the punch list, and recommend the division of responsibilities between the City and the Contractor. If the work is not substantially complete, the process shall be repeated until the work is substantially complete.
- ii. The Consultant, upon completion of the punch list items as notified by the Contractor, make final inspection. The inspection will be to determine if the finished work is complete to the standard required by the construction documents, and determine whether required inspections and approvals for permit compliance are met. The Consultant will further verify whether the Contractor has fulfilled the contractual obligations so that Consultant may recommend, in writing, final payment to Contractor and may give written notice to City and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the City, whether the work is finally complete. At or prior to the final inspection, the Consultant will request the Contractor prepare and furnish;
 - 1) Certification that all obligations for payment for labor, materials or equipment related to the work have been paid and satisfied;
 - 2) Certification that all insurance and bonds required of the Contractor beyond final payment is in effect and will not be canceled or allowed to expire without notice to the City;
 - 3) Written consent of surety for final payment;
 - 4) Record document information is complete and submitted;
 - 5) All keys, manuals, required spare parts, guaranties and warranties, and other documents necessary for close-out of the work; and

6) Verification of permit close-out.

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

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

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

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

3) The Contractor is entitled to final payment.

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

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

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

i. The Consultant will coordinate with the Maricopa County Department of Environmental Services and submit Approval of Construction (AOC) documents for review and approval. The Consultant will also coordinate with the County to approve Temporary AOC's for portions of the work as needed prior to the completion of the entire project. The Consultant will also coordinate County site visits for the temporary and final AOCs.

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

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

B. Task 5.2 Quality Assurance (QA) Test Program

- i. Consultant shall prepare and maintain a materials Quality Assurance plan per City, and MAG requirements.
- ii. Consultant shall coordinate with Contractor's testing representative to obtain required QA tests and sample.

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

- i. The Consultant will prepare a set of record drawings showing those changes made during construction. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by Contractor(s) to the Consultant.

- ii. The Consultant will provide stamp/certification on record drawings cover sheet, as well as ensure that all required signatures are present on the cover sheet.
- iii. The Consultant will provide and deliver record drawings in mylar, paper and digital pdf format to the City as required for as-built submittal process to the City Project Manager.

7. ALLOWANCES

A. Task 7.1 Start-up Assistance

- i. The Contractor will be working at an operating wastewater treatment facility. There will be shutdowns associated with the new work. Coordination is required with the Contractor to keep plant disruptions to a minimum.
- ii. The start-up process will include a planned, systematic approach to verify that facility systems operate as intended and there is an orderly transition from construction phase to routine operation.
- iii. Start-up Plan: Consultant will review a start-up plan and procedures prepared by the Contractor with the City staff. The plan shall include the coordination of the activities with the equipment vendors, subcontractors, along with the plant staff. The start-up of activities shall be coordinated with the construction sequencing and MOPO activities.
- iv. The Consultant will assist the Contractor with the start-up and testing of new facilities. Following a sequentially coordinated initial start-up of the facility, the facility would be operated continuously. The Consultant will verify that, all mechanical equipment, associated valves and control devices, and any other components operate properly under actual operating conditions. This includes the verification that all hardwired electrical control interlocks and safeguards are functioning properly. This includes the verification that all software based electrical/process control monitoring, interlocks, automatic control logic, alarms, and report generation subroutines.
- v. After completion of the start-up of the odor control system, the Consultant shall coordinate with the City and prepare a list of outstanding items that will need to be completed by the Contractor.

B. Task 7.2 MOPO Coordination

- i. Consultant shall assist the Contractor with MOPOs and MOPO coordination.
- ii. Consultant shall attend weekly or periodic MOPO meetings during the construction phase of the project.
- iii. Conduct pre-MOPO walkthrough with the Contractor and all relevant parties (City, subcontractors etc) prior to every MOPO to verify all equipment and back up contingencies are in place.
- iv. Communicate and monitor throughout each MOPO duration and conduct any special inspections necessary during each MOPO. The Consultant shall verify workmanship of MOPOs and troubleshoot any issues that come up.

C. Task 7.3 Contractor and Equipment Manufacturer Training Coordination

- i. The Consultant will review and coordinate Contractor's training plan and instruction materials for compliance with Construction Documents. Contractor or Manufacturer training presentations shall be scheduled and coordinated with City and facility operation.

- ii. Discuss the preliminary course and lesson plan development with the Contractor and the manufacturer/supplier. Meet with City's operational staff and the Contractor for these discussions.
- iii. Review and approve lesson plans and course materials, act as a liaison between the City and the Contractor, Monitor training sessions, monitor attendance, evaluate course, and assist in class room discussions.

D. Task 7.4 Systems Training

- i. Consultant will provide instruction to City personnel on the Project objectives, design intent, and system operational procedures. Consultant will provide training on the design and operation of the odor control system.
- ii. Prepare training outline, schedule and lesson plan format for review and approval by City.
- iii. Review training plans and presentation materials including training guides for the odor control system and submit to City for review before finalizing by the contractor. The lesson plans shall include the following subjects;
 - 1. purpose and design intent of system;
 - 2. process operations and principles;
 - 3. system controls and control strategies
 - 4. specific safety procedures and hazards; and
 - 5. system orientation and hands-on demonstration.
- iv. Training may consist of classroom training for each system, followed by field orientation or hands-on instruction.

E. Task 7.5 Prepare Electronic Operations Manual

- i. The Consultant will prepare an Operations Manual for the odor control system chapter.
- ii. This chapter will consist of the following sections: Background, Theory, Operating Strategies, Equipment & Control Description, Procedures, Design Criteria, The Consultant will submit the draft chapter to the City for their review and comment. The Consultant to incorporate comments into the final documents.
- iii. Prior to submitting the final version of the manual and transferring to the City, the Consultant will conduct a detailed final validation and field verification process. Through this important quality control activity, the Consultant will verify that:
 - 1) Content has been field-verified and checked at the installation.
 - 2) Photographs are current and are reflective of well-maintained and clean conditions.
 - 3) Relevant documentation, such as scanned documents, figures and drawings are appropriately categorized for insertion into the database.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

The extent and limitations of the duties, responsibilities, and authority of Consultant as assigned herein shall not be modified, except as Consultant may otherwise agree in writing. City's instructions to Contractor(s) shall be issued through Consultant, who shall have authority to act on behalf of the City to the extent provided in this Scope of Services, except as otherwise provided in writing.

Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, unless otherwise specified in the construction documents or the safety precautions and programs incident to the work of Contractor. Consultant efforts shall be directed toward providing a greater degree of confidence for the City that the completed work of Contractor shall conform to the Contract Documents, but Consultant shall not be responsible for the failure of Contractor to perform the work in accordance with the construction documents.

The Consultant review shall only be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor or to safety precautions and programs incident thereto. The Consultant shall receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor in accordance with the construction documents.

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

Limitations of Authority: Except upon written instructions, the Consultant:

1. will not authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
2. will not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work;
3. will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Construction Documents;
4. will not advise on or issue directions as to safety precautions and programs in connection with the work; and
5. will not authorize City to occupy the Project in whole or in part.

Reimbursable costs allowance shall be utilized to reimburse for items such as reproduction, delivery, and mileage.

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

End of Scope of Work

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	PRE-CONSTRUCTION ASSISTANCE	
1.1	Pre-Construction Assistance	\$ 1,640.00
	SUBTOTAL TASK 1:	\$ 1,640.00
2	CONSTRUCTION MANAGEMENT	
2.1	Weekly Construction Meetings	\$ 36,960.00
2.2	CPM Schedule	\$ 9,920.00
2.3	Perform Site Visits	\$ 11,520.00
2.3	Requests for Information (RFI)	\$ 40,480.00
2.4	Shop Drawing Submittals	\$ 55,020.00
2.5	Requests for Proposal (RFP)	\$ 4,210.00
2.6	Field Directive (FD)	\$ 2,240.00
2.7	Contractor Payment Applications	\$ 10,420.00
2.8	Public Outreach	\$ -
	SUBTOTAL TASK 2:	\$ 170,770.00
3	CONSTRUCTION INSPECTION	
3.1	Inspection Services	\$ 204,020.00
3.2	Landscape/Irrigation Inspection Services (IF APPLICABLE)	\$ -
3.3	Project Closeout	\$ 4,960.00
	SUBTOTAL TASK 3:	\$ 208,980.00
4	UTILITY COORDINATION	
4.1	Utility Coordination	\$ 6,580.00
	SUBTOTAL TASK 4:	\$ 6,580.00
5	MATERIALS TESTING	
5.1	QC Test Program	\$ 3,480.00
5.2	QA Test Program	\$ 3,480.00
	SUBTOTAL TASK 5:	\$ 6,960.00
6	RECORD DRAWINGS	
6.1	Record Drawings	\$ 22,890.00
	SUBTOTAL TASK 6:	\$ 22,890.00
7	ALLOWANCES	
7.1	Startup Assistance	\$ 10,640.00
7.2	MOPO Coordination	\$ 13,700.00
7.3	Contractor and Eqpt Manufacturer Coordination	\$ 5,420.00
7.4	Systems Training	\$ 9,690.00
7.5	Prepare Operations Manual	\$ 13,650.00
7.6	Programming Assistance and Coordination	\$ 12,210.00
	SUBTOTAL TASK 4:	\$ 65,310.00
SUBCONSULTANTS		
	Gannett Fleming (Structural Services)	\$ 10,000.00
	RAMM (Quality Assurance Testing)	\$ 5,000.00
	SUBTOTAL SUBCONSULTANTS:	\$ 15,000.00
ALLOWANCES		
	Direct Expense Allowance	\$ 200.00
	Owner's Allowance	\$ -
	SUBTOTAL ALLOWANCES:	\$ 200.00
PROJECT TOTAL:		\$ 498,330.00



EXHIBIT "B-2"
Hours and Rates

	Principal	Sr. PM (Design and CA&I)	Sr. Resident Project Rep.	Sr. Eng	Project Engineer / Project Prof.	Lead Const. Inspector	Lead Elec. Inspector	Senior CADD Tech	Senior Admin	< PROJECT ROLE	
	Uday Gandhe	Sreeram R., Craig R	Craig H	Alex G, Phani P	Ashley C., Sai C.,	Daniel Hickey., Earl McClain, Toby T	Jason Gilley, Evans Polean	Julius C	Brandy Nixon	< NAME OF PERSON	
	\$ 225.00	\$ 205.00	\$ 185.00	\$ 170.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 115.00	\$ 95.00	< HOURLY RATES	
1. Preconstruction Assistance	0	2	2	2	2	0	0	2	0	10	
Preconstruction Assistance	0	2	2	2	2	0	0	2	0	10	
2. Construction Management	0	58	80	96	520	192	48	80	88	1162	
Weekly Construction Meetings	0	16	40	0	80	80	16	0	8	240	
CPM Schedule	0	0	16	0	0	40	8	0	0	64	
Perform Site Visits	0	8	0	24	40	0	0	0	0	72	
Requests for Information	0	8	4	28	160	8	4	40	40	292	
Shop Drawing Submittals	0	16	0	40	240	8	4	40	40	388	
Request for Proposals	0	2	8	0	0	16	0	0	0	26	
Field Directives	0	4	4	4	0	0	0	0	0	12	
Contractor Payment Applications	0	4	8	0	0	40	16	0	0	68	
Public Outreach	0	0	0	0	0	0	0	0	0	0	
3. Construction Inspection	0	4	208	0	0	896	248	0	40	1396	
Inspection Services	0	4	200	0	0	880	240	0	40	1364	
Landscaping and Inspection Services (N/A)	0	0	0	0	0	0	0	0	0	0	
Project Closeout	0	0	8	0	0	16	8	0	0	32	
4. Utility Coordination	0	0	0	0	8	8	0	4	40	60	
Utility Coordination	0	0	0	0	8	8	0	4	40	60	
5. Materials Testing	0	0	0	0	0	40	8	0	0	48	
QC Test Program	0	0	0	0	0	20	4	0	0	24	
QA Test Program	0	0	0	0	0	20	4	0	0	24	
6. Record Drawings	0	2	0	8	40	8	8	80	40	186	
Record Drawings	0	2	0	8	40	8	8	80	40	186	
7. Allowances	0	6	8	64	148	104	60	20	44	454	
Start up Assistance	0	0	0	8	24	24	16	0	0	72	
MOPO Coordination	0	0	8	8	0	40	16	4	24	100	
Contractor and Eqpt Manufacturer Coordination	0	0	0	8	4	16	8	0	0	36	
System Training	0	2	0	8	40	8	4	0	4	66	
Prepare Operations Manual	0	2	0	24	40	0	0	16	16	98	
Programming Assistance and Coordination	0	2	0	8	40	16	16	0	0	82	
TOTAL HOURS:	0	72	298	170	718	1248	372	186	252	3316	

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 Agreement 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 Agreement.*

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

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

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

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

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

PRODUCER Professional Underwriters of AZ, Inc. P.O. Box 5419 Scottsdale AZ 85261-5419	CONTACT NAME: Jeff Gerrick PHONE (A/C, No, Ext): 480-483-0440 E-MAIL ADDRESS: jeff@prounderwriters.com FAX (A/C, No): 480-948-7752
INSURED Wilson Engineers, LLC 1620 W. Fountainhead Pkwy., Suite 501 Tempe AZ 85282	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Hartford Ins. of SE INSURER C: INSURER D: INSURER E: INSURER F:

License#: 1800004061
WILSENG-01**COVERAGES****CERTIFICATE NUMBER:** 1400190572**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	PSB0001272	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	PSA0001073	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	59WECAJ9ADF	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Architect/Engineer		Y	RDP0045619	1/1/2023	1/1/2024	Per Claim 1,000,000 Annual Aggregate 2,000,000

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

RE: Ocotillo Water Reclamation Facility Influent Pump Station Odor Control construction Management Services Project No. WW2211.451
The City of Chandler, its agents, representatives, officers, directors, officials and employees are additional insured as indicated. Coverages afforded are primary and non-contributory basis. Waiver of subrogation and severability of interests included.
Attached: PPB304 02 12, PPA300 03 13, WC000313

CERTIFICATE HOLDER**CANCELLATION**

City of Chandler
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407
Chandler AZ 85244-4008

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE,

D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:

- (a) \$60,000
- (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:

- (a) Any “auto” that is hired, rented or borrowed with a driver; or
- (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
- (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single “accident” or “loss”.
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.
- (2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. “Insured contact” is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 59 WEC AJ9ADF

Endorsement Number:

Effective Date: 01/01/23

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

Named Insured and Address: Wilson Engineers, LLC

1620 W FOUNTAINHEAD PKWY STE 501
TEMPE AZ 85282

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 for 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. **Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair – Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage – Loss Of Use
- L. Hired Car – Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition – Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition – Railroad Easement
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;



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

SCHEDULE

Any person or organization for 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