



PROFESSIONAL SERVICES AGREEMENT

Consultant Services DETENTION FACILITY STUDY

Project No. PD2302.101

Council Date: April 13, 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 **McClaren, Wilson & Lawrie, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Consultant Services for **DETENTION FACILITY STUDY** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to 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 **334** 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 **\$195,845** 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: Kimberly Moon, P.E. 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: Ivan Magana, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3362 Email: ivan.magana@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	McClaren, Wilson & Lawrie, Inc.
	Mailing Address:	8705 N Central Ave., Phoenix, AZ 85020
	Physical Address:	8705 N Central Ave., Phoenix, AZ 85020
	Statutory Agent Name:	David G. Wilson, Sr. Principal
	Statutory Agent Mailing Address:	8705 N Central Ave., Phoenix, AZ 85020
	Statutory Agent Physical Address:	8705 N Central Ave., Phoenix, AZ 85020
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	David G. Wilson
	Title:	Sr. Principal
	Phone:	(602) 331-4141
	Email:	Wilson@mwllarchitects.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 Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other 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

MAYOR

RECOMMENDED BY:

Kimberly Moon

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Seal

"CONSULTANT"

McClaren, Wilson & Lawrie, Inc.

Dave Wilson 3/16/23
Signature Date

Dave Wilson
Print Name

Sr. Principal
Title

wilson@mwlarchitects.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

City of Chandler
Holding Facility Needs Assessment
• Scope Document •
Draft Issue Date 02.24.2023



Detention Facility Study PB2303
Exhibit "A"
Scope of Services/Schedule

Project Background

In 2014 the City of Chandler and Gilbert entered into an intergovernmental agreement (IGA) to establish a partnership between each police department to create a joint holding facility for arrestees to be processed and held prior to their initial appearance in each municipality's respective court. The IGA's option of extending the partnership was exercised in 2017 for an additional 3-year term and refreshed again in 2022 allowing for another 3 year term.

This IGA was developed around the use of the existing City of Gilbert's holding facility and is referred to as the Gilbert Chandler Unified Holding Facility (GCUHF).

Scope of Work Overview

MWL Architects will have two subconsultants - Justice Planners and RLB cost estimators. MWL will update their previous facility needs assessment and develop two high level conceptual site options / test-fit studies for a Chandler only detention facility. One conceptual option will be for a stand-alone detention facility site, and the second conceptual option will be for an addition to the existing Chandler municipal court.

Justice Planners is a subconsultant for the project and will evaluate the current GCUHF, seeking options and efficiencies in operations that can extend the viability of this shared holding facility. Justice Planners will also evaluate the current holding facility needs and provide projections for the next 25 years for a potential separate Chandler detention facility, and provide those findings to MWL

Rider Levett Bucknall is a subconsultant that will provide a conceptual cost estimate for the stand-alone Chandler detention facility, and the Chandler detention facility addition to the existing municipal court.

Upon receiving the notice to proceed, MWL will coordinate / confirm meeting dates, based on the incorporated schedule, with COC, JP, and RLB.

City of Chandler
Holding Facility Needs Assessment
• Scope Document •
Draft Issue Date 02.24.2023



Task #1 Project Initiation/Management

MWL coordination / participation with COC and Justice Planners, and Rider Levett Bucknall (RLB)

MWL will coordinate project communication with the COC and subconsultants, esp. onsite meetings, and anticipated virtual meetings (Teams meetings or telephone meetings). MWL will be copied on Justice Planners correspondence with the COC regarding data collection and analysis and receive copies of all JP meeting notes/minutes, and task deliverables.

Subconsultant: Justice Planners (JP) Efficiencies / Options Study of the GCUHF, and Chandler only holding facility needs evaluation

1.1 Project preparation and data collection

Concurrent with task 1.1 JP will be collecting publicly available data to inform the project, such as crime rate and arrest statistics, population data for both Gilbert and Chandler, previous analyses, court data, etc. In addition, armed with the knowledge of what perceived factors drive arrestee numbers, JP will construct and transmit a formal request for criminal justice data from relevant agencies, principally the Chandler and Gilbert Police Departments and the Chandler Municipal Courts. In general, JP has found that individual-level data are needed in order to fully understand past and current arrestee levels, which will in turn inform JP's forecast efforts. It is JP's expectation that critical answers will come from a combination of the data analysis as well as the qualitative understanding gained from conversations with the key stakeholders.

2.1 Onsite visit to meet with key stakeholders.

JP will hold initial discussions with appropriate staff and stakeholders who will be involved throughout the study to confirm Chandler's goals, priorities, and the task schedule. JP will coordinate their project tasks and schedule with the overall project schedule developed by MWL and the COC, including for their facility tours, data collection matters, and interviews to be conducted by the end of this initial meeting. Prior to this meeting JP team members will have reviewed previous reports or studies provided that are related to the agencies impacting the GCUHF. JP will develop a schedule for the agencies, staff and officials that will need to be interviewed, and a list of necessary data will also be coordinated with MWL and the COC by the end of this initial meeting. At a minimum, JP shall conduct interviews with:

- Chandler Police Department command staff
- Detention Services Unit staff

City of Chandler
Holding Facility Needs Assessment
• Scope Document •
Draft Issue Date 02.24.2023



- Appropriate Gilbert Police Department staff
- Chandler Municipal Court Administration
- City of Chandler Administration
- Policy Group Members

JPs first task will be to engage with Chandler Police Department staff to gain a clear understanding of system processes. In addition, in JPs conversations with other stakeholders, they hope to invite every possible perspective to help them develop a knowledge base of how the system should ideally function as well as how the system actually functions. Of utmost importance, JP needs to learn what the expectations are for how the system will function in the future.

2.2 Track system workflow – tour; map transactions; statistical analysis

There are two components to this phase. First, in order to gain a clear understanding of the processes of the GCUHF, a comprehensive tour needs to be taken. JP envisions capturing the main details of the flow of arrestees within the system, to include all possible methods of processing and release. JP will need to observe the processing of arrestees from start to finish in order to provide context for the numerical data we will analyze. It is hoped that JP observations and conversations during the tour will help highlight potential system efficiencies that could make future use of the GCUHF more effective and efficient.

Second, upon receipt of the requested stakeholder data from the detention facility and the City of Chandler, JP will identify and track the arrestee population and prepare a statistically informed narrative of the flow of arrestees through the facility as well as the front-end of the municipal court system. Once the appropriate data is provided, JP will prepare brief operational descriptions of major decision points to document current practices as well as potential changes that can be considered. The overall data analysis will include population growth, demographics, crime rates, arrest rates, remand rates, case processing times, lengths of detention, and historic data to be able to forecast the arrestee population annually for the next 25 years. Forecasts will be subdivided by gender, custody category and other important factors to determine the most appropriate types of holding separation required, and any specialty holding required for unique populations.

2.3 Assess custody alternatives/system improvements.

Any evaluation of the GCUHF must include an examination of the current utilization of alternatives to detention. In our work on similar projects, this runs the gamut from enhancing use of citations on the street, to expedited release processing at the intake facility's front door. The assessment of long-term space needs depends upon a number

City of Chandler
Holding Facility Needs Assessment
• Scope Document •
Draft Issue Date 02.24.2023



of factors, including changes in operational and release/detain philosophies, case processing needs, administrative practices and policies, changing technological applications, and changes in arrestee population/demographics and the demand for services as well as changes in other local government operations, such as law enforcement activities.

JP will review statutes and rules, previous studies and reports, and other materials related to the operation of each system component, such as annual and statistical reports. Where possible, we will leverage the information gained from the (Phase 1) personal interviews with each of the facility's key stakeholders as well as what was learned during our tour.

2.4 Arrestee population forecasts

Although time series trends based upon aggregate data (the daily count of arrestees, for instance) are helpful, they are not fully adequate in terms of developing estimates by gender, offense, and custody level.

In order to produce statistically valid forecasts, individual level admission, charge, and release data is needed. In addition to the admission and release data, we will also analyze available demographic projections, crime rate, arrest rate and court processing data to develop the historic admission trends that, when coupled with facility processing data, will drive the 25-year projections.

The comprehensive data collected as part of Task 2 will include elements that can be used to simulate nationally accepted criteria for determining custody level and risk to public safety (age, education, employment history, residency, prior criminal history, escape history, in-custody behavior, and classification). Custody criteria are used to assess how best the inmate should be housed while in the GCUHF, while the latter will be used to assess who could possibly be placed in the community with appropriate levels of supervision and services.

To be clear, once we have collected all the data and produced a comprehensive dataset for analysis, we will utilize state of the art time series modeling in order to produce our base forecasts along with any special scenario forecasts. Typically, we produce multiple forecast models that account for potential changes to booking or stay length patterns, thereby extending the utility of our study.

Overall, this task will assist Chandler by identifying the range of programmatic and procedural opportunities available to ensure that existing and future facility beds are used in the most efficient and effective means consistent with public policy and available resources.

City of Chandler
Holding Facility Needs Assessment
• Scope Document •
Draft Issue Date 02.24.2023



2.5 Needs Assessment preliminary presentation

Findings of our system analysis will be documented and presented to the city. These will include evaluations of the workings of the early stages of Chandler's criminal justice system and the projected arrestee levels and space needs for the next 25 years.

JP has found that an initial detailed presentation of all our findings is important to the success of the project. We typically will have a 2-hour (or slightly longer) presentation that is highly detailed and is frankly not suited for the schedules of elected officials. In JP's experience, one of the benefits of this presentation is that we will learn some new piece of information that may require us to modify one or more aspects of our analysis. After our modifications and alterations, a final presentation (that is significantly reduced in scope and length) can subsequently be made to executive decision-makers.

3.1 Future facility space needs

Upon completion of our Phase 2 analysis, depending on the findings, JP will estimate the future space needed for a replacement facility.

If JP's Phase 2 efforts point toward the need for Chandler to consider constructing its own holding facility (a possibility for at least one or more of the anticipated forecast scenarios), JP will utilize the forecast numbers to recommend a total square footage need (building gross square footage) for the building. Applicable space standards and requirements will be applied to the numbers of spaces and number of persons per space to calculate the total square footage required by component. The estimated number of staff required to operate these spaces will be determined as well. These will be applied to a status quo projection as well as alternate projections to determine the impact of system changes on the daily arrestee population and required spaces.

While this is not a substitute for a full design phase architectural program to define in detail all facility space needs, it does give a probable preliminary project construction square footage size range to use for a preliminary order of magnitude construction cost estimate. The benchmark estimators used will be from JP's current and past detention project construction project management.

4.1 Reports and presentations

A draft report for the Needs Assessment will be delivered in a single document suitable for review and acceptance. JP and the COC will conduct a meeting with involved leaders and staff to review the entire document. Upon completion of the review meeting, we will

City of Chandler
Holding Facility Needs Assessment
• Scope Document •
Draft Issue Date 02.24.2023



make any agreed upon changes and prepare a final report document. Any formal final presentations that the City may request will also be coordinated with JP staff.

Report will include: (for both existing and new facilities)

- recommended capacity with alternative projections,
- efficient workflows,
- space needs,
- Recommended revisions to G-CUHF Detainee operations.

MWL Facility Needs Study Update and Conceptual Options Study

Task #2 Needs Validation

MWL will receive findings information from Justice Planners at their needs assessment preliminary presentation (Task 2.5) and incorporate this information into an initial meeting agenda to review and discuss with the COC and Chandler Police and develop a draft and final update of the previous facility needs assessment. The incorporated schedule for MWLs scope of work is contingent upon receiving the required JP findings information as MWL begins this task.

Task #3 Concept option study 1 – stand-alone detention facility site

MWL will develop a high-level conceptual option / test-fit study, that will include a concept site and floor plan layout, and site massing. MWLs study will utilize existing available site information provided by the COC.

MWL will meet at the proposed site with COC representatives to understand available information, and constraints and opportunities. MWL will meet virtually to discuss initial site adjacencies and circulation. MWL will then develop a draft conceptual option and meet virtually with the COC to review. MWL will incorporate COC comments and develop a final draft concept study for COC review and cost estimation by RLB.

Task #4 Concept option study 2 –detention facility addition to existing municipal court facility

MWL will develop a high-level conceptual option / test-fit study, that will include a concept site and floor plan layout, and site massing. MWLs study will utilize existing available site information provided by the COC.

MWL will meet at the proposed existing municipal court site with COC representatives to understand available information, and constraints and opportunities for the proposed

City of Chandler
Holding Facility Needs Assessment
• Scope Document •
Draft Issue Date 02.24.2023



detention facility addition. It is anticipated that the detention facility addition will require some demolition of existing spaces as well. MWL will meet virtually to discuss initial site and building adjacencies and circulation. MWL will then develop a draft conceptual option and meet virtually with the COC to review. MWL will incorporate COC comments and develop a final draft concept study for COC review and cost estimation by RLB.

Note: if this initial conceptual option is the preferred option, MWL has provided an additional allowance to the fee proposal for conceptual evaluation of the existing mechanical, electrical, plumbing, and special systems, and modifications and additions required for the new detention facility addition.

Task #5 Conceptual Cost Estimate Review

MWL will provide RLB with the updated facility needs assessment, and a final draft of the two conceptual site/facility options for review and meet with them virtually to answer any questions they may have. MWL and the COC will then review the draft conceptual cost estimate with RLB, allowing them to complete their scope of work.

Task #6 Documentation and Presentation

MWL will finalize the documentation of the conceptual design options and develop an executive summary. MWL will then compile all deliverables (MW, JP, RLB) into a final draft document and forward to the COC electronically.

MWL will present the final draft document conclusions to the COC and incorporate any final comments into the final document and issue electronically.

RLB Conceptual cost Estimate (See subconsultant fee in Table B-1)

RLB will prepare 2 high-level program/concept construction cost estimates. For a stand-alone detention facility site, and for a detention facility addition to the existing Chandler Municipal Court. It is anticipated that the detention addition option will require some demolition and reworking of the existing facility at/around the location of the addition, as well as modifications to existing site improvements.

It is anticipated that RLBs scope of work will not require travel, and meetings will be virtual. As this is a conceptual estimate detailed labor, material and equipment build-ups for unit rates is not applicable.

City of Chandler
Holding Facility Needs Assessment
• Scope Document •
Draft Issue Date 02.24.2023



MWL Final report deliverables

- Report from Justice planners
- RLB Conceptual cost estimate
- Needs assessment narrative.
- Adjacency diagrams
- Square foot program requirements spreadsheet
- Executive summary with conclusions
- 2 facility analysis concepts (existing courts site, and alternate site TBD)

Considerations:

- The TBD site: An allowance has been provided for a TBD site by the consultants, however MWL's concept development for either site only responds to information we have received from the city, and if further site evaluation is required, or if a specific site is chosen, that site information will need to be provided from the city so that MWL and its consultants can provide an allowance. Currently an ideal site concept, an MEPSS narrative and a preliminary SF cost assessment of construction of the facility is within the scope of the TBD site.

EXHIBIT "B"
COMPENSATION AND FEES

Exhibit B-1

City of Chandler Detention Center

	Total Fees by Task
MWL Project Tasks	
<i>Task #1 Project Initiation / Management</i>	
• Coordination with COC Stakeholders and Justice planners	\$ 3,150
• Evaluation of existing information and previous reports	\$ 2,055
• Dev. work plan, schedule, coordinate w/ Justice Planners	\$ 2,740
• Tour of Gilbert-Chandler Detention Facility; Debrief meeting; Photos & Notes doc.	\$ 2,330
• Virtual meeting with COC Courts to confirm program feasibility in relation to existing courts building and site	\$ 2,330
• Virtual preliminary findings meeting with COC, Justice Planners; mtg notes	\$ 1,165
• Virtual Justice Planners final present.; receive/review final draft doc	\$ 2,330
	\$ 16,100
<i>Task #2 Needs Validation; Incorp. Justice Planners Findings</i>	
• Eval. impact of Justice Planners Oper. Study on prev. MWL Feasibility Study	\$ 1,440
• Prep. participate in virtual Chandler PD stakeholder meeting; mtg notes	\$ 2,125
• Update space needs, adjacency diagrams, concepts	\$ 2,465
• Issue draft space needs update to COC for review; Virtual review meeting	\$ 1,165
• Make final changes and issue space needs update document	\$ 1,425
	\$ 8,620
<i>Task #3 Concept Design for Stand-alone Facility and Site</i>	
• Review existing documents/drawings and tour site (no building); photos; notes/markup	\$ 2,330
• Incorporate markups and create a base site and building sheet	\$ 1,755
• Develop concept and potential options for review by COC (building, siting, access)	\$ 4,610
• Virtual concept options review meeting; notes	\$ 1,370
• Develop selected draft concept option	\$ 3,650
• Virtual draft concept review meeting	\$ 1,165
• Develop final concept design & narrative, and forward to COC; forward to RLB	\$ 2,990
	\$ 17,870
<i>Task #4 Concept Design for Chandler Municipal Court Renov./Addition</i>	
• Review existing documents/drawings and tour site and building; photos; notes/markup	\$ 3,700
• Incorporate markups and create a base site and building sheet	\$ 3,100
• Develop concept and potential options for review by COC	\$ 4,610
• Virtual concept options review meeting; notes	\$ 1,370
• Develop selected draft concept option	\$ 4,060
• Virtual draft concept review meeting; comments; notes	\$ 1,370
• Develop final concept design & narrative, and forward to COC; forward to RLB	\$ 4,750
	\$ 22,960
<i>Task # 5 Budget Estimate Review - w/ RLB; w/ COC and RLB</i>	
• Review budget estimate with RLB, suggest any adjustments for RLB, reissue	\$ 1,165
• MWL & RLB present/rev. estimate w/ COC stakeholders; comments/adjustments for F	\$ 1,645
	\$ 2,810
<i>Task # 6 Documentation and Presentation</i>	
• Develop executive summary	\$ 1,920

City of Chandler Detention Center

	Total Project Fee	\$ 195,845
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Exhibit B-2

City of Chandler Detention Center

MWL Project Tasks	Senior Principal - Dave Wilson	Project Manager Erik Hanna		Project Coordinator Fernando Salazar	Total Hours by Task
	Hours	\$275	Hours	\$205	Hours
Task #1 Project Initiation / Management					
• Coordination with COC Stakeholders and Justice planners	4		10		14
• Evaluation of existing information and previous reports	3		6		9
• Dev. work plan, schedule, coordinate w/ Justice Planners	4		8		12
• Tour of Gilbert-Chandler Detention Facility; Debrief meeting; Photos & Notes doc.	4		6		10
• Virtual meeting with COC Courts to confirm program feasibility in relation to existing courts building and site	4		6		10
• Virtual preliminary findings meeting with COC, Justice Planners; mtg notes	2		3		5
• Virtual Justice Planners final present.; receive/review final draft doc	4		6		10
	25		45		70
Task #2 Needs Validation; Incomp. Justice Planners Findings					
• Eval. impact of Justice Planners Oper. Study on prev. MWL Feasibility Study	3		3		6
• Prep; participate in virtual Chandler PD stakeholder meeting; mtg notets	4		5		9
• Update space needs, adjacency diagrams, concepts	3		8		11
• Issue draft space needs update to COC for review; Virtual review meeting	2		3		5
• Make final changes and issue space needs update document	1		4		7
	13		23		38
Task #3 Concept Design for Stand-alone Facility and Site					
• Review existing documents/drawings and tour site (no building); photos; notes/markup	4		6		10
• Incorporate markups and create a base site and building sheet	1		4		9
• Develop concept and potential options for review by COC (building, siting, access)	6		8		22
• Virtual concept options review meeting; notes	2		4		6
• Develop selected draft concept option	4		6		18
• Virtual draft concept review meeting	2		3		5
• Develop final concept design & narrative, and forward to COC; forward to RLB	4		6		14
	23		37		84
Task #4 Concept Design for Chandler Municipal Court Renov./Addition					
• Review existing documents/drawings and tour site and building; photos; notes/markup	6		10		16
• Incorporate markups and create a base site and building sheet	2		6		16
• Develop concept and potential options for review by COC	6		8		22
• Virtual concept options review meeting; notes	2		4		6
• Develop selected draft concept option	4		8		20
• Virtual draft concept review meeting; comments; notes	2		4		6

Exhibit B-2

City of Chandler Detention Center

• Develop final concept design & narrative, and forward to COC; forward to RLB	8		6		8		22
	30		46		32		108
<i>Task # 5 Budget Estimate Review - w/ RLB; w/ COC and RLB</i>							
• Review budget estimate with RLB, suggest any adjustments for RLB, reissue	2		3		0		5
• MWL & RLB present/rev. estimate w/ COC stakeholders; comments/adjustments for R	3		4		0		7
	5		7		0		12
<i>Task # 6 Documentation and Presentation</i>							
• Develop executive summary	4		4		0		8
• Compile, forward final draft to COC, w/Justice Planners Oper Study, & RLB Estimate	2		4		2		8
• Present Needs Update (ppt), Concept Designs - stand-alone site; Court Addition	4		6		0		10
• Receive and incorporate any comments; issue as final document	2		3		2		7
	12		17		4		33
<i>Total Hours</i>							
							345

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

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

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

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

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