



PROFESSIONAL SERVICES AGREEMENT
Design Services
COOPER ROAD / INSIGHT WAY LOOP EXTENSION
Project No. ST2303.201
Council Date: January 25, 2024

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **AZTEC Engineering Group, 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 **Design Services** for **COOPER ROAD / INSIGHT WAY LOOP EXTENSION** 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 **360** 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 **\$699,272.18** 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: Warren White, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3337 Email: warren.white@chandleraz.gov		
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Warren White, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3337 Email: warren.white@chandleraz.gov		
To Consultant:	LEGAL COMPANY NAME:		AZTEC Engineering Group, Inc.
	Mailing Address:	501 N. 44th Street, Suite 300, Phoenix, AZ 85008	
	Physical Address:	same	
	Statutory Agent Name:	Kara Strong	
	Statutory Agent Mailing Address:		501 N. 44 th Street, Suite 300, Phoenix, AZ 85008
	Statutory Agent Physical Address:		same
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Ronald Szwiec, Jr. P.E.	
	Title:	Vice President	
	Phone:	(602) 402-8805	
	Email:	rszwiec@aztec.us	

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 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 - Subconsultant Documents with Consultant (if applicable)

Exhibit F - 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"

AZTEC Engineering Group, Inc.

MAYOR



1/2/2024

Signature

Date

RECOMMENDED BY:

Ronald F. Szwiec, Jr.

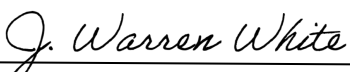
Print Name

Vice President

Title

rszwiec@aztec.us

Signer Email Address



Warren White, P.E.
Acting CIP City Engineer

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"

SCOPE OF SERVICES/SCHEDULE

City of Chandler – Cooper Road/Insight Loop Extension
City of Chandler Project No. ST2303.201
AZTEC Project No. 0AZMUN2310

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide services for the design, permitting, development of construction documents, and specified construction administration for the extension of Cooper Road and Insight Way immediately north of Queen Creek Road, located adjacent to the Chandler Municipal Airport, in Chandler, Arizona, all as more specifically described herein below.
- 1.2 The roadway design is based on the City of Chandler (City) standard Collector Typical Section for the portion of Cooper Road extending north from Queen Creek Road, turning east, to the intersection of Emmett Drive and Insight Way. Additionally, the Collector Typical Section will be applied to Emmett Drive to complete the remaining half street developments from Queen Creek Road to the same intersection.
- 1.3 The project design will also include drainage improvements, traffic signal design, signing/markings design, streetlight design, utility coordination, water design, sidewalk ramp design, topo survey, airport coordination, legal descriptions and subsurface utility locating.

2. ASSIGNMENT:

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

3. PROJECT SCHEDULE:

- 3.1 AZTEC will perform the services within the times set forth in the following Project Schedule.

	Milestone	
1	30% Plans – 2 Months after NTP	City Review – 5 Weeks
	60% Plans, Specs & Estimate – 3 Months after 30% Review is complete	City Review – 5 Weeks
2	90% Plans, Specs & Estimate – 2 Months after 60% Review is complete	City Review – 5 Weeks
3	100% Final Plans, Specs & Estimate – 2 Months after 90% Review is complete	City Review – 5 Weeks
4	Final Signed and Sealed Plans, Specs & Estimate – 1 Month after 100% review is complete	

- 3.2 AZTEC will adhere to the Project Schedule described herein and such schedule may not be modified or deviated from without written consent of City. AZTEC will revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. AZTEC will take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist AZTEC.

4. PROJECT MANAGEMENT:

4.1 DESIGN QUALITY CONTROL:

AZTEC will institute and comply with the Design Quality Control Plan attached hereto and make a part by reference.

4.2 COST MANAGEMENT AND CONSTRUCTABILITY REVIEW (BY KITCHELL):

As a part of the work during the project design phase, Kitchell CEM will provide a thorough constructability review as well as monitor the market conditions. Kitchell will provide cost estimates, value engineering suggestions, and long lead items procurement suggestions that are relevant to the market cost fluctuations and other factors that could impact the project.

- a.) At the 30% Schematic Design Milestone, a written cost estimate will be prepared based on the schematic design, site visits, and site meetings with the city staff. Kitchell staff will also submit review comments and attend the meeting to discuss the review comments on the schematic design.

- b.) At the 60% Design Milestone, an updated cost estimate will be prepared based on based upon more detailed knowledge based on the design drawings at the 60% design stage. Kitchell staff will also submit review comments and attend comments resolution meetings.
- c.) At the 90% Design Milestone, an updated cost estimate will be prepared based on the more complete design drawings, specifications, and the quantity take-offs based on the 90% design. Kitchell staff will perform the constructability review to identify all constructability issues before the final design and attend comments resolution meetings.

5. Survey and ROW:

5.1 Perform Document Search and Research

- a. Perform a Document search for rights-of-way.
- b. Coordinate with the City for available Title Reports.
- c. Research all utility companies/agencies and acquire any new as-built and utility records.

5.2 Survey

- a. Consultant will complete a topographic survey of the roadway areas north of W. Queen Creek Road and south of the City of Chandler Airport Use Property, including S. Cooper Road and S. Emmett Drive, to be known as the Cooper Road – Insight Loop Extension as shown on maps provided to AZTEC by the City as part of this project.
- b. Cross-sections of the intended roadway will be completed at 50-foot intervals and will extend far enough out to support the proposed engineering design. This area will be discussed prior to the commencement of field activities. It is assumed that the areas will not exceed 200 LF in width along S Cooper Road, 150 LF in width along S. Emmett Drive and 100 LF in width along the diagonal connector road and will exclude developed areas within existing properties.
- c. Topographic information along E. Ryan Road from S. Emmett Drive to the West side of S. Stearman Drive will cover the extents of the existing R/W and will be completed at 50' intervals to support the proposed engineering design.
- d. Topographic information at the intersection of S. Cooper Road & E. Queen Creek Road will cover the entire existing R/W and shall extend 150 LF in all directions from the CL-CL point of intersection.
- e. Topographic information at the intersection of S. Emmett Drive & E. Queen Creek Road will cover the entire existing R/W and shall extend 150 LF in all directions from the CL-CL point of intersection.
- f. Topographic information shall include all existing utility and planimetric features that are readily visible at the time of the survey. Buried structures, including drain tiles and irrigation lines, will not be located. The lowest overhead wire sag point and the lowest overhead wire pole connection points along S. Cooper Road will be collected and the

temperature at time of the field work will be noted. Invert information will not be collected for any manholes located within the R/W of E. Queen Creek Road.

- g. AZTEC will tie the topographic and boundary information into control points and benchmarks established by the City of Chandler based on the city's datum.
- h. AZTEC will locate property corners and aliquot boundary monuments located within the project limits to help define the intended R/W and corridor.
- i. AZTEC will establish two (2) project control points to serve as horizontal and vertical reference points during the construction phase of this project.
- j. It is anticipated that site conditions may change during the design phase prior to construction. In this circumstance a change order will be required for additional survey.

5.3 Right of Way

- a. AZTEC shall provide surveying services support for ROW efforts including producing ROW and easement takes exhibits, platting, legal descriptions, etc.
- b. As the roadway corridor is finalized, the ROW needs shall also be finalized, but should generally adhere to the limits shown in the Preliminary Design Memorandum. Consultant's specific elements of work under this task include:
 - a. The City of Chandler real estate department shall confirm the final number of partial acquisitions. This scope assumes a total of 8 parcels and 8 exhibits to be completed by AZTEC. This is estimated and the actual quantity may be greater. All parcels and exhibits are included herein.
 - b. AZTEC will produce 8.5"x11" exhibits of each parcel with aerial background for parcels requiring new ROW and easements.
 - c. AZTEC will produce 8.5"x11" ROW exhibits, including legal descriptions for parcels requiring new Right of Way, and all required easements, including but not limited to temporary construction easements, public utility easements, drainage easements, slope easements, sidewalk easements and any required vacations.
 - d. All required title reports shall be provided by the City of Chandler.
 - e. All other property acquisition services not identified in this scope of services including appraisals, preliminary/final title reports, liaison, negotiation, acquisition, certifications, condemnation, and demolition, shall be done by others.

6. UTILITY/AGENCY COORDINATION:

- 6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
 - a. Includes specific coordination with Chandler Municipal Airport and Roosevelt Water Conservation District
- 6.2 Consultant must identify utility conflicts during the initial stages of the design process.

- a. Preliminary conflicts will be identified at the 60% review and will be presented to the city and the utilities to determine if additional potholing will be completed.
- 6.3 Consultant must coordinate the design of the utilities with the utility owners, which includes services for electric, communications, water, irrigation and sanitary systems.
- 6.4 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.
- 6.5 The consultant team will provide a legal description for an electrical service easement in conjunction with the power needed for the new streetlights and potential traffic signal.
- 6.6 Consultant must submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
 - a. Utility Conflict packages will be sent to all utility companies/agencies at the 60%, 90% and 100% submittals to obtain utility clearance.
- 6.7 Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
 - a. Up to six (6) utility coordination meetings have been accounted for, which include meeting agendas and notes.
- 6.8 Consultant must follow-up with the final design submittal for utility clearance processing.
- 6.9 Consultant must incorporate the utility/agency construction requirements and any utility plan sheets into the bid documents.
- 6.10 Consultant will complete up to five potholes for utility conflict review. Additional potholes will be handled as an allowance with approval from the City.

7. GEOTECHNICAL INVESTIGATION:

- 7.1 Geotechnical Investigation will be completed by Ethos per the attached scope and fee.

8. SCHEMATIC DESIGN (30% Document Review):

- 8.1 When the design is approximately thirty percent complete, Consultant must do the following:
 - a. Complete a preliminary drainage analysis and provide solutions to mitigate the runoff.
 - b. Identify all necessary offsite improvements such as: streets, utilities, irrigation, etc., and depict the scope in a schematic design plan.
 - c. Prepare CAD base files.
 - d. Prepare a preliminary engineers construction cost estimate.
 - e. Submit electronic plans to the City for a Development Standards review and the City's Project Manager for comment.

9. DESIGN DEVELOPMENT (60% & 90% Document Review):

Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must prepare, for approval by City, Design Development Documents as described below. When the design is approximately sixty percent (60%) complete and again when the design is approximately eighty percent (90%) complete, Consultant must do the following:

9.1 Design Coordination Meetings

AZTEC will conduct monthly internal design coordination meetings to monitor schedule, resources and budget. AZTEC will have weekly call-in meetings with the City PM to discuss progress and any issues.

9.2 Roadway Engineering

AZTEC will prepare design plans for the extension of Cooper Road from the existing intersection of Queen Creek Road/ Cooper Road to the existing intersection of Emmett Drive/Insight way (formerly E Ryan Road), for the realignment of Heliport Way, and for the widening of Emmett Drive to include single through lanes in each direction, a center lane and bike lanes.

AZTEC will prepare the following roadway deliverables:

- Cover Sheet
- Summary Sheet and Key Map
- General Notes and Legend Sheet
- Typical Section/Detail Sheet
- Geometric Control Sheet
- Plan and Profile Sheets, Includes Removals
- Roadway Detail Sheets
- Intersection Staking Sheets
- Modeling/Cross Sections/Earthwork Quantities
- Quantities and Engineers Cost Estimate
- Roadway Technical Specifications
- Constructability Checklist

9.3 Utility Engineering

AZTEC will prepare design plans for the extension of existing water service taps from the existing line to the proposed Public Utility Easement. Plans will also be prepared for approximately 970' of new 8" waterline along the east-west portion of Cooper Road west of the Emmett Drive intersection.

AZTEC will prepare the following Utility deliverables:

- Utility Notes and Legend Sheet
- Service Extension Plan Sheet (dual view)
- Waterline Plan/Profile Sheet
- Waterline Detail Sheets

9.4 Drainage Engineering

AZTEC will prepare design plans and drainage report for roadway drainage for the extension of Cooper Road from the existing intersection of Queen Creek Road/ Cooper Road to the existing intersection of Emmett Drive/Insight way (formerly E Ryan Road). Drainage improvements will include scuppers and roadside ditches along the east side of S Cooper Road that outfall into proposed retention basins along the east / south of S Cooper Road and west along S Emmett Drive. Roadway runoff along the north and west half of the road will be collected via catch basins and conveyed to the south / east roadside ditches to the proposed retention basins. Half-street roadway runoff adjacent to parcel 303-32-009H will be designed and retained by others. Roadway drainage and retention basins will be designed per City of Chandler Engineering & Design Standards Manual.

AZTEC will prepare the following roadway drainage deliverables:

- Drainage Quantity Sheets
- Drainage Plan Sheets (40 Scale)
- Drainage Pipe Profile Sheets
- Retention Basin Detail Sheets
- Miscellaneous Basin Detail Sheet
- Preliminary, Draft Final, and Final Drainage Report
- Technical Specifications

9.5 Signing and Marking

AZTEC will prepare design plans for signing and pavement marking for the extension of Cooper Road from the existing intersection of Queen Creek Road/ Cooper Road to the existing intersection of Emmett Drive/Insight way (formerly E Ryan Road). AZTEC will prepare design plans to upgrade existing signing and pavement marking for widening of Emmett Drive to include single through lanes in each direction, a center lane and bike lanes.

AZTEC will prepare the following signing and marking deliverables:

- General Notes
- Sign Summary Sheets

- Signing and Pavement Marking Plan Sheets (40 Scale)
- Sign Format Sheets
- Technical Specifications

9.6 Street Lighting

AZTEC will prepare street light design plans for the extension of Cooper Road from the existing intersection of Queen Creek Road/Cooper Road to the existing intersection of Emmett Drive/Insight way (formerly E Ryan Road). AZTEC will upgrade existing street lighting on Emmett Drive to account for the proposed roadway widening. Street Lighting design will be prepared to meet minimum illumination requirements as specified in the City of Chandler Engineering Design Standards. Street Lighting design on Cooper Road will be prepared to meet Federal Aviation Administration (FAA)/Chandler Municipal Airport (CMA) requirements.

AZTEC will prepare the following Roadway Lighting deliverables:

- General Notes and Quantity Sheet
- Street Lighting Plan Sheets (40 Scale)
- Photometric Analysis and Plan Sheet Exhibits
- Technical Specifications

9.7 Traffic Analysis

AZTEC will evaluate the intersection of Queen Creek Road/Emmett Drive for Traffic Signal Warrants to determine if a traffic signal is required with this project. The Traffic Signal warrants will be evaluated using traffic data provided by the City of Chandler for future developments along the new segment of Cooper Road. If necessary, AZTEC will grow available traffic data using a growth rate approved by the City.

AZTEC will perform capacity analysis at the intersections of Queen Creek Road/Cooper Road and Queen Creek Road/Emmett Drive to develop lane configuration recommendations. The intersections will be analyzed using weekday AM and PM Peak hour data provided by the City of Chandler to provide levels of service and turn lane storage recommendations. The analysis will use Highway Capacity Manual (HCM) methodology.

These findings will be compiled and submitted as a technical memorandum to the City of Chandler with the 60% design submittal.

9.8 Traffic Signal

AZTEC will prepare design plans to upgrade the existing traffic signal at the intersection of Cooper Road/Queen Creek Road to account for the recommended intersection

improvements. These plans will utilize existing traffic signal equipment and upgrade as necessary.

AZTEC will prepare following Traffic Signal deliverables for the intersection of Queen Creek Rd/Cooper Rd:

- General Note Sheet/ Cover Sheet
- Signal Layout (20 Scale)
- Pole and Conductor Schedule
- Equipment Detail Sheet
- Technical Specifications

The following Traffic Design items are excluded:

- Maintenance of Traffic/Construction Sequencing Plans
- Traffic Signal Timing Plans
- Traffic Impact Studies for adjacent developments.

9.9 Landscape and Irrigation

AZTEC will prepare a landscape design for the new and existing Cooper Road and Emmett Drive right-of-way that meets City of Chandler landscape requirements. The landscape design will include plant material consistent with existing plant material in the area and compatible with the adjacent Chandler Airport. The landscape design will identify landscape material locations and will include a landscape legend that identifies Plant Symbol, Quantity, Botanical Name, Common Name, and Size. General landscape notes and details will be provided as components of each submittal.

AZTEC will prepare an irrigation design for the new plantings. The irrigation design will identify the location of water meter tap, controller, backflow preventer, control valves and main and lateral lines. Irrigation plans will identify all necessary piping and equipment required for a fully functioning drip irrigation system. A materials list will be included on the plan sheet. General irrigation notes and irrigation details will be provided as components of each submittal.

The landscape and irrigation plans will be prepared at 1"=20', for full sized 22"x34" sheets. Landscape and irrigation plans will be submitted as part of the 60%, 90%, and 100% submittals.

Quantities, bid items and unit cost that are to be included in the construction cost estimate for landscape and irrigation components will be included as part of the 60%, 90%, and 100% submittals.

Technical Specifications for Landscape and Irrigation work, not already addressed by the current edition of City and MAG Standard specifications, will be included as part of the 60%, 90%, and 100% submittals.

2.3 Temporary Erosion and Sediment Control Plans

AZTEC will provide design services for the preparation of temporary erosion and sediment control plans (in compliance with the ADEQ AZPDES and the Drainage Design Manual for Maricopa County, Erosion Control), project technical specifications, quantities for the estimate of probable cost, and coordination with the City for activities within the project limits.

AZTEC has included time to prepare the temporary erosion and sediment control plan SWPPP index sheet and details for the 90% and 100% submittals. The plan sheets and quantities, bid items and unit cost to be included in the estimate of probable cost will also be included as part of the 90% and 100% submittals.

The temporary erosion and sediment control plans will be at a 1"=50' scale for full sized 22"x34" sheets.

Technical Specifications for Temporary Erosion and Sediment control, not already addressed by the current edition of City and MAG Standard specifications and Drainage Design Manual for Maricopa County, Erosion Control, will be included as part of the 90% and 100% submittals.

The scope of work for this task does not include the preparation of a stormwater pollution prevention plan document to be used for submittal with a Notice of Intent to regulatory agencies on behalf of owner or operator for this project.

9.10 Submit 60% and 90% plans

Submit electronically to City's Project Manager for comment plans, specifications, drainage and traffic studies and construction cost estimate. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

- a. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

10. CONSTRUCTION DOCUMENTS (100% Document Review):

- 10.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately one hundred percent (100%) complete Consultant must do the following:

- a. Prepare plans, sections, schedules, notes, utility sheets, and technical specifications as

- required to be able to bid and construct the project in its entirety.
- b. Provide City of Chandler with a copy of the AutoCAD files.
- c. Prepare a construction cost estimate.
- d. Submit to City's Project Manager for comment drawing sets, specifications, drainage calculations. Include original redline drawings and comments received from previous review long with a review summary indicating action taken.

11. BID & AWARD (100% Documents):

- 11.1 Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped and submitted electronically. The specifications will be 8-1/2" x 11" and in electronic format. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- 11.2 Answer up to 6 RFI's or substitution requests.
- 11.3 Prepare and stamp changes to be attached to the City's addendum/a for City to distribute.

12. ALLOWANCE ITEMS

12.1 Traffic Signal Plans

If signal warrants are met at the intersection of Queen Creek Road/Emmett Drive, AZTEC will prepare design plans for installation of new traffic signal. AZTEC will prepare following Traffic Signal deliverables:

- General Note Sheet/ Cover Sheet
- Signal Layout (20 Scale)
- Pole and Conductor Schedule
- Equipment Detail Sheet
- Engineering cost estimate
- Technical Specifications

- 12.2 Additional Potholes – As needed and approved by the City.
- 12.3 Utility Designating – As needed and approved by the City.
- 12.4 Owner's Allowance - The owner's allowance is intended for additional services that are found by the City to be required during the course of the project. All tasks completed under this allowance shall be authorized in advance, in writing, by the City's project manager.

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"			
Lump Sum Cost Per Task			
TASK DESCRIPTION		SUBTOTAL	
Task 1.0 Project Description & Scope of Construction			
Task 2.0 Assignment			
Task 3.0 Project Schedule			\$ 684.00
3.1	Production Schedule	\$ 684.00	
Task 4.0 Project Management			\$ 75,186.00
4.1	Quality Control Plan	\$ 25,876.00	
4.2	Kitchell (Constructability Review, Construction Cost Review)	\$ 49,310.00	
Task 5.0 Survey and Right of Way			\$ 38,220.00
5.1	Perform Document Search and Research	\$ 1,320.00	
5.2	Survey	\$ 24,180.00	
5.3	Right of Way Exhibits	\$ 12,720.00	
Task 6.0 Utility/Agency Coordination			\$ 58,804.00
6.1	Coordination with Utilities and Agencies (PIPG, CMA, RWCD)	\$ 22,808.00	
6.2	Identify Utility Conflicts	\$ 1,834.00	
6.3	Coordination of Design of Proposed Utilities	\$ 6,754.00	
6.4	Utility Easement Identification	\$ 1,834.00	
6.5	Legal Descriptions for utility easements	\$ 9,468.00	
6.6	Design Submittal packages to utility companies for conflict review and relocation design purposes. (60%, 90%, 98%)	\$ 3,434.00	
6.7	Utility Coordination Meeting (up to six, includes meeting agenda and notes)	\$ 4,404.00	
6.8	Final Design Coordination for Clearance	\$ 1,834.00	
6.9	Incorporation of utility/agency construction requirements into bid documents	\$ 1,434.00	
6.10	Utility Conflict review - Potholes (5)	\$ 5,000.00	
Task 7.0 Geotechnical Investigation			\$ 12,948.18
7.1	Soil and Pavement Borings (Ethos Engineering)	\$ 12,948.18	
Task 8.0 Programming & Schematic Design (30%)			\$ 22,610.00
8.1	a. Complete a Preliminary drainage analysis	\$ 7,600.00	
	b. Identify all necessary offsite improvements	\$ 5,456.00	
	c. Prepare CAD base files	\$ 6,980.00	
	d. Prepare a preliminary cost estimate	\$ 1,974.00	
	e. Submit 30% electronic plans	\$ 600.00	

Task 9.0 Design Development (60% & 90%)			\$ 289,880.00
9.1	Monthly Coordination Meetings	\$ 8,388.00	\$ 13,068.00
	Weekly Check In	\$ 4,680.00	
9.2	Roadway Engineering	\$ -	\$ 85,558.00
	A. Roadway Plan Sheets	\$ 68,572.00	
	B. Roadway Quantities and Cost Estimate	\$ 3,650.00	
	C. Modelling and Cross Sections	\$ 7,500.00	
	D. Roadway Technical Specifications	\$ 4,900.00	
	E. Constructability Checklist	\$ 936.00	
9.3	Utility Engineering	\$ -	\$ 17,940.00
	A. Waterline Plan Sheets	\$ 13,040.00	
	B. Quantities and Cost Estimate	\$ 2,900.00	
	C. Technical Specifications	\$ 2,000.00	
9.4	Drainage Engineering	\$ -	\$ 30,696.00
	A. Drainage Plan Sheets	\$ 20,936.00	
	B. Preliminary Drainage Report	\$ 4,000.00	
	C. Quantities and Cost Estimate	\$ 3,040.00	
	D. Technical Specifications	\$ 2,720.00	
9.5	Signing and Marking	\$ -	\$ 29,925.00
	A. Plan Sheets	\$ 26,055.00	
	B. Quantities and Cost Estimate	\$ 2,720.00	
	C. Technical Specifications	\$ 1,150.00	
9.6	Street Lighting	\$ -	\$ 30,410.00
	A. Plan Sheets	\$ 16,690.00	
	B. Photometrics	\$ 8,500.00	
	B. Quantities and Cost Estimate	\$ 1,570.00	
	C. Technical Specifications	\$ 3,650.00	
9.7	Traffic Analysis	\$ -	\$ 9,430.00
	A. Traffic Signal Warrant analysis	\$ 4,820.00	
	B. Capacity Analysis	\$ 4,610.00	
9.8	Traffic Signal Design	\$ -	\$ 17,785.00
	A. Plan Sheets	\$ 12,790.00	
	B. Quantities and Cost Estimate	\$ 1,345.00	
	C. Technical Specifications	\$ 3,650.00	
9.9	Landscape and Irrigation	\$ -	\$ 42,852.00
	A. Plan Sheets (Landscape and Irrigation)	\$ 38,760.00	
	B. Quantities and Cost Estimate	\$ 1,782.00	
	C. Technical Specifications	\$ 2,310.00	
9.10	Submit 60% and 90% Final Plans	\$ 1,736.00	\$ 12,216.00
	A. Attend Comment Resolution meetings	\$ 10,480.00	

Task 10.0 Construction Documents (100%)			\$ 116,392.00
10.1	Update 100% CAD Base Drwgs	\$ 10,040.00	
	100% Plans	\$ 43,664.00	
	100% Technical Specifications	\$ 10,188.00	
	100% Cost Estimate	\$ 6,458.00	
	100% CofC Review/Meeting	\$ 1,598.00	
	100% Draft Final Drainage Report	\$ 8,800.00	
	100% Plans	\$ 18,280.00	
	100% Technical Specifications	\$ 5,887.00	
	100% Engineer's Cost Estimate	\$ 7,077.00	
	100% Final Drainage Report	\$ 4,400.00	
Task 11.0 Contractor Coordination / Bidding			\$ 13,523.00
11.1	Coordinate & Issue Bid Documents	\$ 468.00	
11.2	RFIs / Substitution Requests	\$ 7,439.00	
11.3	Issue Addenda as required	\$ 5,616.00	
ALLOWANCES			\$ 93,635.00
12.1	Traffic Signal Plan	\$ 14,135.00	
12.2	Additional Potholes	\$ 10,000.00	
12.3	Utility Designating	\$ 15,000.00	
12.4	Kitchell (Additional project consultation as needed)	\$ 4,500.00	
12.5	Owner's Allowance	\$ 50,000.00	
TOTAL COST:			\$ 699,272.18

[illegible]



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Task 9.0 Design Development (60% & 90%)		60	62	64	70	42	173	162	184	28	80	208	0	0	0	0	466	188	294	2081
9.1	Monthly Coordination Meetings	12	12					12	12											48
	Weekly Check In	20																		20
9.2	Roadway Engineering																			
	A. Roadway Plan Sheets	8	36		36			88										120	200	488
	B. Roadway Quantities and Cost Estimate		2					8											16	26
	C. Modelling and Cross Sections							30											30	60
	D. Roadway Technical Specifications		4			16		8												28
	E. Constructability Checklist	4																		4
9.3	Utility Engineering																			
	A. Waterline Plan Sheets					4												48	48	100
	B. Quantities and Cost Estimate					4												20		24
	C. Technical Specifications					10														10
9.4	Drainage Engineering																			
	A. Drainage Plan Sheets	4			16				120											140
	B. Preliminary Drainage Report				6				20											26
	C. Quantities and Cost Estimate				4				16											20
	D. Technical Specifications				8				8											16
9.5	Signing and Marking																			
	A. Plan Sheets			8			36											183		227
	B. Quantities and Cost Estimate			4			4											12		20
	C. Technical Specifications			2			5													7
9.6	Street Lighting																			
	A. Plan Sheets			9			38											89		136
	B. Photometrics			2			20											50		72
	B. Quantities and Cost Estimate			2			2											8		12
	C. Technical Specifications			10			10													20
9.7	Traffic Analysis																			
	A. Traffic Signal Warrant analysis			4			10											24		38
	B. Capacity Analysis			4			10											22		36
9.8	Traffic Signal Design																			
	A. Plan Sheets			8			26											70		104
	B. Quantities and Cost Estimate			1			2											8		11
	C. Technical Specifications			10			10													20
9.9	Landscape and Irrigation																			
	A. Plan Sheets (Landscape and Irrigation)									16	60	200								276
	B. Quantities and Cost Estimate									2	2	8								12
	C. Technical Specifications									2	10									12
9.10	Submit 60% and 90% Final Plans	4						8												12
	A. Attend Comment Resolution meetings	8	8			8		8	8	8	8									56
Task 10.0 Construction Documents (100%)		6	8	14	40	40	44	36	106	22	108	172	0	0	0	0	22	50	108	0 776
10.1	Update 100% CAD Base Drwgs						4	4	4								12	12	40	76
	100% Plans						16	16	16	12	64	124						20	40	308
	100% Technical Specifications			10	10	20				2	8									50
	100% Cost Estimate						4	8	8	2	8							8	8	46
	100% CofC Review/Meeting	2	2		2		2													8
	100% Draft Final Drainage Report				16				40											56
	100% Plans						10	10	10	4	20	48					10	10	20	132
	100% Technical Specifications	2	2			20				1	4									29
	100% Engineer's Cost Estimate	2	4	4	4		8	8	8	1	4									43
	100% Final Drainage Report				8				20											28
Task 11.0 Contractor Coordination / Bidding		11	9	0	0	0	10	8	23	8	4	8	0	0	0	0	0	0	0	81
11.1	Coordinate & Issue Bid Documents	2																		2
11.2	RFIs / Substitution Requests	5	5				10		15	4	4									43
11.3	Issue Addenda as required	4	4					8	8	4		8								36
Task 12.0 Allowances																				115
12.1	Traffic Signal Plan (Queen Creek Rd/Emmett Dr)			9			28										78			115

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

November 10, 2023

Tracy Eberlein, PE, PTOE
Senior Project Manager
AZTEC Engineering Group, Inc.
501 North 44th Street, Suite 300
Phoenix, Arizona 85008

**SUBJECT: Proposal for Geotechnical Investigation – Revision 1
Cooper Road-Insight Loop Extension (Near Chandler Airport)
City of Chandler Project ST2303.201
Chandler, Arizona**

Dear Tracy:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this proposal for professional geotechnical engineering services to the AZTEC Engineering Group, Inc. (AZTEC) design team for the referenced project. This proposal presents our understanding of the project, proposed scope of work for geotechnical investigation, schedule, and associated fee estimate. This revision addresses comments from the City of Chandler (City).

PROJECT UNDERSTANDING

We understand the City is planning to construct roadway improvements on Cooper Road (north of Queen Creek Road) to the Insight Way and Emmett Drive intersection, and half street improvements of Emmett Drive south to Queen Creek Road. A new residential collector street will be constructed on Cooper Road as there is not existing roadway north of Queen Creek Road. The existing Emmett Drive asphalt concrete (AC) paved roadway includes one travel lane in each direction. Associated improvements include new driveways, curb, gutter, sidewalk, streetlights, and utility relocations. The planned extension will occur between Queen Creek Road and Insight Way with an approximate length of 0.8 miles and from Insight Way to Queen Creek Road with an approximate length of 0.5 miles. The AC pavement section will be designed in accordance with the City Standard Details.

SCOPE OF SERVICES

Task 1 - Ethos will set up the project, review available project plans, and develop a field exploration plan showing the intended test locations. This plan will (if requested) be submitted to AZTEC (or others, as directed) so the test locations can be checked for possible environmental impacts (to be performed by others).

Task 2 - Following approval of our field exploration plan, we will lay out the locations of the planned borings. We assume there are enough site features in order to lay out our borings without the need for additional survey. We are prepared to apply for and obtain a permit from the City in order to perform the test drilling.



The borings will be performed in the existing farm fields along the proposed Cooper Road alignment or outside unpaved shoulders on southbound Emmett Drive. It is assumed that these properties are privately owned. It is assumed that private entry permits will be provided by AZTEC. It is assumed that traffic control along Cooper Road alignment will not be necessary given the offset distance from existing roadways. We have assumed that traffic control, in the form of shoulder closures, will be required to perform the borings along Emmett Drive.

Task 3 - Ethos will subcontract a drill rig and crew to complete 6 test borings with hollow-stem auger to a depth of 5 feet, or prior practical refusal, along these sections of roadway. The borings will be spaced at approximate 1,000-foot intervals and located in the unpaved outside shoulder areas to minimize impacts to existing traffic.

An Ethos field engineer will oversee the drilling operations and log the test borings. The borings will be backfilled upon completion in accordance with permit requirements. For costing purposes, we are assuming that each boring will be backfilled with cuttings. We have assumed that borings on existing pavement will not be required.

Task 4 - Ethos will perform selected laboratory testing on samples obtained from our field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analyses. The following laboratory tests are proposed:

Table 1 – Summary of Planned Laboratory Testing

No. of Tests	Test	Description
6	Sieve Analysis	Soil classification and pavement design
6	Atterberg Limits	Soil classification and pavement design
6	Ring Density	In-place moisture density for earthwork calculations
2	R-value	Soil characteristics for pavement design
2	pH and Resistivity	Corrosion characteristics of subgrade
2	Sulfate/Chloride	Corrosion characteristics of subgrade
2	Remolded Swell	Soil swell characteristics for pavement design
2	Proctor	Moisture-density relationship for swell and earthwork

Task 5 - Ethos will develop geotechnical recommendations for the pavement sections. Our recommendations will be discussed with AZTEC prior to preparation of a design report.

Task 6 - We will prepare a geotechnical investigation report providing recommendations for the planned roadway widening.

The report will include the following, at a minimum:

- Site plan showing the test locations and logs of the test borings
- Laboratory test results
- Discussion regarding our field investigation
- Discussions regarding regional geology and groundwater conditions

- Discussions regarding ground subsidence and earth fissures
- Discussions regarding corrosion potential
- Evaluation of City's standard pavement section with the site soils
- Pavement discussion and recommendations

The results of the field exploration, laboratory testing, engineering analyses, and geotechnical recommendations will be summarized in a written report prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona.

Task 7 - For estimating purposes, we will plan to attend up to two project meetings held throughout the course of the project.

PROJECT SCHEDULE

We anticipate our services will be completed in approximately 6 to 8 weeks after notice-to-proceed (NTP), provided any needed environmental clearances or permits are received within 2 weeks of NTP. We will begin to develop the FIP within 5 days of NTP. Activities will include site layout, Arizona 811 notification, and drilling. We will complete the drilling within 2 weeks after receipt of the permit. We estimate the report will be available within 6 weeks of the completion of the field work.

AUTHORIZATION

We will proceed upon NTP (receipt of the executed AZTEC subcontractor agreement).

PROJECT FEES

Our services will be performed under the direction of an Arizona-registered Professional Civil Engineer. Based on the proposed scope of work and our understanding of the project, we propose to complete the scope of work presented above for a lump-sum fee of **\$12,948.18**.

The estimated fees are based on the attached Work-hour Estimate, and Derivation of Fees. Labor was derived from an overhead rate of 165 percent and a fee of 10 percent.

The above fees are based on the scope of work included in this proposal. If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

Our fees will be invoiced on a monthly basis not to exceed the indicated amount. In the event that field conditions require a modification to the scope of work developed for this proposal and may affect either our planned project schedule or budget, we will contact you at the earliest opportunity to discuss these conditions. Invoices will be due and payable within 30 days of receipt.

ASSUMPTIONS

We have assumed the following:

- Evaluation of the existing AC pavement is not included.
- The site is accessible to both foot and truck traffic.
- There are no private underground utilities on the site.
- Ethos will obtain permit from the City to perform drilling within their right of way (as needed) and any necessary private property permits will be issued by the City.
- Permit fees are assumed to be waived.

LIMITATIONS

The geotechnical services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of the geotechnical profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on visual observations, the review of plans prepared by others, and the completed small diameter test borings. It is likely that conditions will vary between or beyond the data evaluated, given the relatively wide spacing of the borings. Ethos makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,

ETHOS ENGINEERING LLC



Francisco J. Garza, PE
Principal | Senior Geotechnical Engineer

Reviewed by:



Keith Dahlen, PE
Principal | Senior Geotechnical Engineer

t:\2023xxx - aztec - cooper road - insight loop extension\scope and fee proposals\rev1\chandler_cooper-insight_ethos
proposal_rev1.docx

Attachments: Work-Hour Estimate
Derivation of Fees
Subcontractor Quotes

Cooper Road-Insight Loop Extension
Ethos Engineering, LLC - Work-Hour Estimate
Chandler Project No. ST2303.201

Project Work Task	Project Manager	Engineer - Sr.	Designer - Sr.	CADD	Admin	Total Hours
Project Management and Setup	1	0	0	0	1	2
Boring Plan & Permitting (City)	1	0	6	0	0	7
Boring Layout and Bluestake	0	0	4	0	0	4
Test Drilling and Laboratory	1	0	8	0	0	9
Engineering Analysis and Report Preparation	1	8	16	6	2	33
Project Meetings	1	2	0	0	0	3
TOTAL	5	10	34	6	3	58

**Proposal for Geotechnical Investigation
Cooper Road-Insight Loop Extension
Chandler, AZ**



DERIVATION OF COST

DIRECT LABOR (OH + FEE BASIS)

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Estimated Labor Costs</u>
Project Manager	5	\$90.00	\$450.00
Sr. Engineer	10	\$75.00	\$750.00
Engineer	34	\$40.00	\$1,360.00
CADD Technician	6	\$32.00	\$192.00
Administrative	3	\$30.00	\$90.00
Total Hours:	58		

Direct Labor: \$2,842.00

Plus Overhead @ 165%: \$4,689.30

Subtotal: \$7,531.30

Plus 10% Fee: \$753.13

Total Labor: \$8,284.43

DIRECT EXPENSES

Vehicle Mileage (Personal)	44 mi. @	\$0.625 /mi.	\$27.50
(Two trips 22 miles roundtrip)			

Total Estimated Direct Expenses: \$27.50

OUTSIDE SERVICES

Test Drilling (See Attached)	\$900.00
Laboratory Testing (See Attached)	\$3,125.98
Traffic Control (See Attached)	\$610.27

Total Estimated Outside Services: \$4,636.25

By:

TOTAL LUMP SUM COST: \$12,948.18

Francisco J. Garza
Francisco J. Garza, Sr. Geotechnical Engineer

11/10/2023
Date



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Subject: Advance six HSA boring to 5'. Ethos will provide any permit or TC needed and utilities locate. Perform lab testing.

Charles Johnson "Eddie"

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r      "dd"

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3015 E Illini
Phoenix, AZ 85040
602-243-1218
Fax 602-243-3470

QUOTATION

Quote Date	Quote ID
9/22/2023	09222023MG02
Payment Terms	Net 30 Days

Valid Through: 10/22/2023

ETHOS ENGINEERING LLC

Accounts Payable
9180 S KYRENE ROAD SUITE 104
TEMPE, AZ 85284
Phone: 480-203-9252

Job Location:

Cooper and Insight Loop
Chandler
Quote Created By: Mike Gillen
Estimated Days: 1

Email: pgarza@ethosengineers.com

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
1 Man 1 Truck *	\$62.00	Per Hour	8	1	8	\$496.00
Sandbags *	\$1.01	Per Each	4	1	4	\$4.04
Medium Sign *	\$0.84	Per Day	2	1	2	\$1.68
Small Sign *	\$0.64	Per Day	2	1	2	\$1.28
Spring Stand *	\$2.10	Per Day	2	1	2	\$4.20
Sign Stand 4 ft *	\$0.60	Per Day	2	1	2	\$1.20
TCP	\$50.00	Per Hour	1	1	1	\$50.00
Vertical Panel Side VP *	\$0.50	Per Day	15	1	15	\$7.50

Note: The * indicates taxable items.

Quote to set two 50 feet shoulder closures on Emmett s/b between
Queen Creek and Insight Way, standby and move closure to 2
different spots 3 hours at each location

EQUIPMENT	\$15.86
ONE TIME CHARGES	\$54.04
LABOR	\$496.00
SUBTOTAL	\$565.90
SALES TAX (8.6%)	\$44.37
QUOTE TOTAL	\$610.27

Mike Gillen

9/22/2023

Mike Gillen

RoadSafe Traffic Systems, Inc.

Date

Accepted By:

Signature

Date

Print Name

Title

Company

[illegible][illegible]

d r d e n t s

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1707 East Highland Avenue · Suite 200 · Phoenix, Arizona 85016 Phone (602) 266-1970



TOGETHER, BUILDING VALUE EVERY DAY.

EXHIBIT "B-1"
Lump Sum Cost Per Task

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ -
3.1	Production Schedule	\$ -
Task 4.0 Quality Control		\$ -
4.1	Quality Control Plan	\$ -
Task 5.0 Preliminary Research		\$ -
5.1	Perform Document Search and Research	\$ -
5.2	Investigate Existing Conditions	\$ -
5.3		\$ -
Task 6.0 Utility/Agency Coordination		\$ -
6.1	Coordination with Utilities (PIPG)	\$ -
6.2	Identify Utility Conflicts	\$ -
6.3	Coordination Design of Utilities	\$ -
Task 7.0 Geotechnical Investigation		\$ -
7.1	Soil and Pavement Borings	\$ -
Task 8.0 Programming & Schematic Design (30%)		\$ 11,670
8.1	Site Investigation & Information Gathering	\$ -
8.2	Prepare CAD Base Plans	\$ -
8.3	Prepare 30% SD & ROM Cost Estimate	\$ 8,230
8.4	CofC Review/Meeting/Site Visit	\$ 3,440
Task 10.0 Design Development (60%)		\$ 13,360
10.1	Prepare 60% CAD Base Plans	\$ -
10.2	Coordinate Preliminary MP&E Engineering	\$ -
10.3	Prepare 60% Plans & Outline Specs	\$ -
10.4	Coordinate 60% Cost Estimate - Update and Reconciliation	\$ 4,760
10.5	60% CofC Review/Meeting	\$ 8,600
Task 11.0 Construction Documents (90% & 100%)		\$ 15,680
11.1	Prepare 90% CAD Base Drwgs	\$ -



TOGETHER, BUILDING VALUE EVERY DAY.

11.2	Coordinate MP&E Engineering	\$	-	
11.3	Prepare 90% Plans & Draft Tech Specs	\$	-	
11.4	Coordinate 90% Cost Estimate - Update and Reconciliation	\$	7,080	
11.5	90% CofC Review/Meeting - Constructability Review	\$	8,600	
11.6	Coordinate 100% MP&E Engineering	\$	-	
11.7	Prepare 100% Plans & Final Tech Specs	\$	-	
11.8	100% Deliverables, Plan Review & Permit	\$	-	
11.9	100% Engineer's Cost Estimate	\$	-	
Task 12.0 Contractor Coordination / Bidding				\$ 8,600
12.1	Coordinate & Issue Bid Documents - 20 Design Phase Meetings	\$	8,600	
12.2	RFIs / Substitution Requests	\$	-	
12.3	Issue Addenda as required	\$	-	
ALLOWANCES				\$ 4,500
13.1	Allowance for Printing Expenses at Direct Cost	\$	-	
13.2	Allowance for Cost Estimating Services	\$	-	
13.3	Owner's Allowance (10%)	\$	4,500	
TOTAL COST:				\$ 53,810



TOGETHER, BUILDING VALUE EVERY DAY.

EXHIBIT "B-2"
Hours and Rates

		PE/Director Andy Goh	Estimating Manager: Matt Chappell	Senior Estimator: James Padilla	Admin	< PROJECT ROLE □ □ □ □ RL □ R □ □ □ □
		□ 21□00	□ 1□0□00	□ 14□00	□ □ □ 00	
TASK DESCRIPTION						TOTAL HOURS PER TASK
Task 1.0 Project Description & Scope of Construction						
Task 2.0 Assignment						
Task 3.0 Project Schedule		0	0	0	0	0
3.1	Production Schedule					
Task 4.0 Quality Control		0	0	0	0	0
4.1	Quality Control Plan					
Task 5.0 Preliminary Research		0	0	0	0	0
5.1	Perform Document Search and Research					
5.2	Investigate Existing Conditions					
5.3	Survey					
Task 6.0 Utility/Agency Coordination		0	0	0	0	0
6.1	Coordination with Utilities (PIPG)					
6.2	Identify Utility Conflicts					
6.3	Coordination Design of Utilities					
Task 7.0 Geotechnical Investigation		0	0	0	0	0
7.1	Soil and Pavement Borings					
Task 8.0 Programming & Schematic Design (30%)		4	8	40	2	70
8.1	Site Investigation & Information Gathering					
8.2	Prepare CAD Base Plans					



TOGETHER, BUILDING VALUE EVERY DAY.

8.3	Prepare 30% SD & ROM Cost Estimate	4	□	40	2		
8.4	CofC Review/Meeting/Site Visit	16					
Task 10.0 Design Development (60% & 80%)		42	4	24	2	72	
10.1	Prepare 60% CAD Base Plans						
10.2	Coordinate Preliminary MP&E Engineering						
10.3	Prepare 60% Plans & Outline Specs						
10.4	Coordinate 60% Cost Estimate - Update and Reconciliation	2	4	24	2		
10.5	60% CofC Review/Meeting - Constructability Review	40					
Task 11.0 Construction Documents (90% & 100%)		42	4	40	2	88	
11.1	Prepare 90% CAD Base Drwgs						
11.2	Coordinate MP&E Engineering						
11.3	Prepare 90% Plans & Draft Tech Specs						
11.4	Coordinate 90% Cost Estimate - Update and Reconciliation	2	4	40	2		
11.5	90% CofC Review/Meeting - Constructability Review	40					
11.6	Coordinate 100% MP&E Engineering						
11.7	Prepare 100% Plans & Final Tech Specs						
11.8	100% Deliverables, Plan Review & Permit						
11.9	100% Engineer's Cost Estimate						
Task 12.0 Contractor Coordination / Bidding		40	0	0	0	40	
12.1	Coordinate & Issue Bid Documents - 20 Design Phase Meetings	40					
12.2	RFIs / Substitution Requests						
12.3	Issue Addenda as required						

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.

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/21/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix, AZ 85016		CONTACT NAME: Bridget Brakeall PHONE (A/C, No, Ext): 602.374.1331 FAX (A/C, No): E-MAIL ADDRESS: bridget.brakeall@usi.com	
		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : Liberty Insurance Corporation 42404	
		INSURER B : Liberty Mutual Fire Insurance Company 23035	
		INSURER C : First Liberty Insurance Corporation 33588	
		INSURER D : Endurance American Specialty Ins Co 41718	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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:	X	X	TB7Z61065463094	01/01/2024	01/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	AS7Z61065463084	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$0	X	X	TH7Z61065463124	01/01/2024	01/01/2025	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC6Z61065463104	01/01/2024	01/01/2025	☒ 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
D	Professional & Pollution Liab Claims Made Basis	X	X	DPL30001421704	01/01/2024	01/01/2025	\$5,000,000 Per Claim \$10,000,000 Aggregate \$250,000 SIR

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

AZTEC Engineering Group, Inc. - Retro Date: 11/01/1992 | Beiswenger, Hoch & Associates, Inc. - Retro Date: 01/01/1955

Leased/Rented Equipment \$25,000 per item Limit/ \$1,000 Deductible.
Hired Auto Physical Damage \$75,000 Limit/\$1,000 Comp/Coll Ded.
(See Attached Descriptions)

CERTIFICATE HOLDER City of Chandler - Public Works & Utilities Department PO Box 4008, Mail Stop 407 Chandler, AZ 85244-4008	CANCELLATION 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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DESCRIPTIONS (Continued from Page 1)

Valuable papers coverage is included with a \$400,000 limit.

The General Liability, Automobile Liability, Umbrella Liability, and Pollution Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when Required by Contract for work performed by the Named Insured. The General Liability, Automobile Liability, and Pollution Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability, Umbrella Liability, Pollution Liability, and Workers Compensation policies include a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above. The General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional/Pollution Liability policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier. General Liability General Aggregate Limit applies per project and location.

Certificate Holder name continues: ATTN: CIP City Engineer: Warren White, P.E.

RE: Project: AZMUN2310, Cooper Road/Insight Way Loop Extension, Subagreement #ST2303.201.

Additional Insured Includes: City of Chandler, its agents, representatives, officers, directors, officials, and employees.

Separation of Insureds is included per form CG 00 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
0000000000 Or 0000000000 0000 0000 0000 00000000 0000 000000000000 000000000000 00 "0000000000" Or 0000000000 000000 000000000000 00000000	0000000000 0000000000 0000 000000 0000000000 000000 000000000000 0000 0000 00 "0000000000" Or 00000000

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
0000000000 or 0000000000 00 0000 0000 0000000000 0000 0 000000 0000000000 000000 0000000000 00 00 "0000000000" or 0000000000 000000 00000000000000000000 00000000	0000000000 0000000000 00 0 000000 0000000000 000000 000000000000 0000 0000 00 "0000000000" or 0000000000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

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

The Aggregate Limit is the most we will pay for the sum of all damages under this **Item 11**.

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this Policy.

Item 12. Mobile Equipment Redefined

The definition of "mobile equipment" in **Section V – Definitions** is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

A. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until:
 - (1) The 180th day after you acquire or form the organization;
 - (2) Separate coverage is purchased for the organization; or
 - (3) The end of the policy period
 whichever is earlier;
 - b. **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The insurance afforded to any organization as a Named Insured under this **Item 13**. does not apply if a Broad Form Named Insured endorsement attached to this Policy applies to that organization.

Item 14. Waiver Of Right Of Recovery By Written Contract Or Agreement

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

We waive any right of recovery because of payments we make under this Policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.
 5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

All "locations" and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: \$ 10,000,000

Policy Number: 0070010004030040007001000403004

Issued by: Liberty Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address:
Per Schedule on File with Company	Per Schedule on File with Company

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: 007001000403004

Issued by: L00000000000000000000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Per schedule on file with Company

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period, whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II- LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and

- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (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 persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:
 - 1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 - 2. An adjustment for depreciation and physical condition will be made in determining actual cash value 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 amount of the betterment.
- B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

- b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:
 - a. Any "auto" owned by that individual or by any member of his or her household; or
 - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.
- D. This coverage does not apply:
 1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

- (1) 60 days;
 - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
 - (3) The number of days specified in any other Cancellation Condition attached to this policy,
- prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that 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.

This coverage is limited to a maximum of \$1500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
 - b. While on a trip into Mexico for 10 days or less.
2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

Schedule

Premium

Liability
Physical Damage See form
Total Premium AC84071117

V. Fellow Employee Schedule of Employees:

Not Applicable

XVIII. Drive Other Car Name of Individual

LIAB

MP

UM

UIM

COMP

COLL

Not Applicable

XX. Notice of Cancellation or Nonrenewal Name and Address

Number of Days

Not Applicable

This endorsement applies in all states except:

AL, AR, AZ, CA, CO, CT, DC, DE, GA, ID, KS, KY, LA, MI, MN, MO, MT, NC,
ND, NJ, NY, OK, PA, RI, SD, TX, UT, VA, VT, WA, WI, WV, WY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ Included

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury**, or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury**, or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

4. **Bodily injury** or **property damage** which occurs during the **policy period** and which was not, prior to the **policy period**, known to have occurred or to have begun to occur by any insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
5. If we are prevented by law or statute from directly paying damages covered by this policy on behalf of the insured, then we will, where permitted, indemnify the Named Insured for those sums paid in excess of the **retained limit**.

As used in Paragraphs 2.c., 3. and 4. above, an insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** does not include a stockholder who is not otherwise an insured.

SECTION II – WHO IS AN INSURED

1. The **first named insured** is an insured.
2. Any organization that is a subsidiary of the **first named insured** and over which you maintain ownership or majority interest as of the effective date of this policy, provided such organization was made known to us by the effective date of this policy and is included as an insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.
3. If you are designated in the Declarations as:
 - a. An individual, you and your **spouse** are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their **spouses** are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
4. Each of the following is also an insured:
 - a. Your **volunteer workers** but only while performing duties related to the conduct of your business, your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(1) **Bodily injury** or **personal and advertising injury**:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-**employee** in the course of his or her employment or performing duties related to the conduct of your business or to your other **volunteer workers** while performing duties related to the conduct of your business;

- (b) To the **spouse**, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, Paragraphs (1)(a), (1)(b) and (1)(c) do not apply to the extent **underlying insurance** provides coverage for such person(s). Coverage under this policy will be no broader than that provided by **underlying insurance**.

Insurance provided by this policy for **bodily injury** to a co-**employee** or **volunteer worker** will not apply if the injured co-**employee's** or **volunteer worker's** sole remedy for such injury is provided under a workers' compensation law or any similar law.

(2) Property damage to property:

- (a) Owned, occupied, used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your **employee**) or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. Any person or organization included as an additional insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, this insurance will be no broader than that which you are required by the contract or agreement to provide for such additional insured.

The Limits of Insurance applicable to the additional insured are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.

- f. Any person while using with your permission a **covered auto** and any person or organization legally responsible for its use, but only if that person is an insured with respect to liability arising out of the ownership, maintenance, use or entrustment to others of **covered autos**.
5. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured under this policy if there is no other similar insurance available to that organization and that organization qualifies as an insured in **underlying insurance**. However:

- d. The total applicable limits of all **underlying insurance** do not decrease, except for any reduction or exhaustion of aggregate limits by payment of judgments or settlements; and
- e. You notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any **underlying insurance** is changed.

Failure to comply with these requirements will not invalidate this insurance. However, in the event of such failure, we will only be liable to the same extent that we would have been, had you fully complied with these requirements.

10. Named Insureds

- a. The **first named insured** is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy.
- b. Each Named Insured is jointly and severally liable for:
 - (1) All premiums due under this policy; and
 - (2) Any other financial obligations of any Named Insured to us arising out of any agreements contained in this policy.

11. Other Insurance

This insurance is excess over, and will not share or contribute with any **other insurance** whether primary, excess, contingent or on any other basis.

However, this insurance will not seek contribution from any **other insurance** available to an additional insured provided that:

- a. The additional insured is a Named Insured on such **other insurance**;
- b. You have agreed in a written contract or agreement with the additional insured that this insurance would not seek contribution from any **other insurance** available;
- c. **Underlying insurance** includes the person or organization as an additional insured; and
- d. **Underlying insurance** provides coverage to the person or organization on a primary and noncontributory basis.

12. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate, complete and based on information and representations you provided or made to us;
- b. We have issued this policy in reliance upon your information and representations.

13. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and any rights or duties specifically assigned to the **first named insured**, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or **suit** is brought.

Policy Number 007001000403124
Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Paragraph **16.a.** of **SECTION VI – CONDITIONS** is deleted and replaced by the following:

- a.** If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured will do all that is necessary to secure such rights and must help us enforce them. The insured will do nothing after loss to prejudice such rights.

We have the right to recover our payments from anyone liable for injury or damage covered by this policy. We waive any right of recovery we may have against the person or organization listed in the Schedule if you waive any right of recovery against such a person or organization in a written contract, but only if such contract was executed prior to injury or damage.

Schedule

Person or Organization: As required by written contract or agreement entered into prior to loss.

Policy Number 007001000403124
Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED LOCATION AND DESIGNATED CONSTRUCTION PROJECT
GENERAL AGGREGATE LIMIT WITH OPTIONAL CAPPED AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Designated Location(s): All 'locations' and all construction projects at which you are performing ongoing operations.

Designated Construction Project(s): All 'locations' and all construction projects at which you are performing ongoing operations.

**Capped Aggregate Limit for All Designated
Location(s) and Designated Construction Project(s):** \$ 10,000,000

A. For the purposes of this endorsement, **SECTION III – LIMITS OF INSURANCE** is amended as follows:

1. Paragraph 2. is deleted and replaced by the following:

2. A separate Designated General Aggregate Limit applies to each designated **location** and each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations to the extent **underlying insurance** provides a designated per **location** or designated per construction project aggregate or similar limit.

The Designated General Aggregate Limit is the most we will pay for the sum of all damages for **bodily injury** or **property damage** which can be attributed only to ongoing operations at a single designated **location** or single designated construction project shown in the Schedule of this endorsement. The Designated General Aggregate Limit does not include:

- a. Damage included in the **products-completed operations hazard**; and
- b. Damage covered by **underlying insurance** to which no aggregate limit applies.

For each Designated Location and each Designated Construction Project shown in the Schedule of this endorsement, the applicable Designated General Aggregate Limit is subject to the Capped Aggregate Limit for All Designated Location(s) and Designated Construction Project(s) shown in the Schedule of this endorsement, if any.

2. The following provision is added to Paragraph 4:

The Each Occurrence Limit shown in the Declarations continues to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, the Each Occurrence Limit will be subject to the applicable Designated General Aggregate Limit for each designated **location** or designated construction project and to the Capped Aggregate Limit for All Designated Location(s) and Designated Construction Project(s) shown in the Schedule of this endorsement, if any.

- B.** Any payments made for damages because of **bodily injury** or **property damage** shall reduce the Designated General Aggregate Limit for that designated **location** or designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated **location** or designated construction project shown in the Schedule of this endorsement. The Capped Aggregate Limit for All Designated Location(s) and Designated Construction Project(s) shown in the Schedule of this endorsement, if any, is the most we will pay for all damages because of **bodily injury** or **property damage** attributable to any Designated General Aggregate(s) for a **location** or construction project.
- C.** For all sums which the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by **occurrences** which cannot be attributed only to ongoing operations at a single **location** or single construction project shown in the Schedule of this endorsement:
1. Any payments made for damages shall reduce the amount available under this policy's General Aggregate Limit or Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated General Aggregate Limit nor shall they reduce the Capped Aggregate Limit for All Designated Location(s) and Designated Construction Project(s).
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** For the purposes of this endorsement:

Location means any premises that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single **location**.

Policy Number 007001000403124
Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s)/ Organization(s):	Email Address or Mailing Address:	Number of Days Notice:
per schedule on file with company	per schedule on file with company	30 days

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event shall the notice period applicable to the third party exceed the notice to the **first named insured**.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AZ and NV, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of CO the premium charge is 1% of the total manual premium subject to a minimum premium of \$0 per policy.

In the state of IN the premium charge is 1% of the total manual premium subject to a minimum premium of \$84 per policy.

In the state of NY the premium charge is 2% of the total manual premium subject to a minimum premium of \$250 per policy.

In the state of OR, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC6Z61065463104 Effective Date 01/01/2024 Premium \$

Issued to AZTEC Engineering Group Inc dba TYP SA

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC6Z61065463104

Effective Date 01-01-2024

Premium \$

Issued to AZTEC Engineering Group Inc dba TYP SA

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

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$250 per policy.

<u>Person or Organization</u>	<u>Job Description</u>
Where required by contract or written agreement prior to loss and allowed by law.	Any

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC6Z61065463104 Effective Date 01/01/2024 Premium \$

Issued to AZTEC Engineering Group, Inc. Endorsement No.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the Company	Schedule on file with the Company	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC6Z61065463104 Effective Date 01/01/2024 Premium \$

Issued to AZTEC Engineering Group Inc dba TYP SA

ENDORSEMENT

Named Insured: TYPSA USA, LLC

Policy Number: DPL30001421704

Endorsement

Effective Date: 000000 1 2024

Endorsement

Number: 3

12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations.

GENERAL CHANGE MANUSCRIPT (Additional Insured – Vicarious Liability)

It is agreed that:

- I. Notwithstanding any provision in this Policy to the contrary, this Policy shall provide coverage for an otherwise covered **Claim** against an **Additional Insured**, but only to the extent that such **Claim** is for any **Pollution Conditions** arising out of the rendering of or failure to render **Design Professional Services** by an **Insured**.

In no event will coverage be provided under this Policy for any actual or alleged act, error, or omission of an **Additional Insured**.

- II. As a condition precedent to coverage under this Policy as provided by this Endorsement, the **Additional Insured** shall agree:
- A. to be bound by all terms, conditions, and exclusions of this Policy; and
 - B. that, notwithstanding any provision in this Policy to the contrary, the **Insurer** shall have the right, but not the duty, to defend, investigate, or settle any such **Claim**.
- III. Exclusion III.AA. shall not apply to any **Claim** brought or maintained by or on behalf of an **Additional Insured** solely in his, her, or its capacity as a customer or client of an **Insured**.
- IV. Solely for purposes of the coverage provided by this Endorsement, **Additional Insured** means any natural person or entity that an **Insured** is required by written contract to add as an additional insured to this Policy.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: TYP SA USA, LLC

Policy Number: DPL30001421704

Endorsement

Effective Date: 01/01/2024

Endorsement

Number: 4

12:01 AM Standard Time at the address of the Named Insured as shown in the Declarations.

GENERAL CHANGE MANUSCRIPT (Contractor's Pollution Coverage on Primary and Non-Contributory Basis for Specific Entity Pursuant to an Insured Contract)

It is agreed that:

I. Section II. DEFINITIONS is amended as follows:

A. Definition N. **Insured** is amended by the addition of the following:

Solely with respect to coverage for **Pollution Conditions**, the term **Insured** shall also mean the **Specific Entity**, but only with respect to any **Claim** for a **Design Professionals Wrongful Act** of the **Named Insured**, provided that the **Named Insured** performs or performed **Design Professional Services** for such **Specific Entity** and an **Insured Contract** was in effect that required such **Specific Entity** to be insured under the **Named Insured's** professional liability insurance policy. Coverage available to such **Specific Entity** under this Policy shall not be broader in scope than the insurance required pursuant to the **Insured Contract** and shall be provided to such **Specific Entity** on a primary and non-contributory basis, excess of only any applicable self-insured retention.

In no event will coverage be provided under this Policy for any actual or alleged act, error, or omission of the **Specific Entity**.

B. The following Definitions are added:

Insured Contract means the Subcontract for Professional Services, Subcontract No. 35444, for the Project Vadose Zone Well Program, Project No. 151901, between Aztec Engineering Group, Inc. and the **Specific Entity** dated November 9, 2020.

Specific Entity means Brown and Caldwell.

II. Section III. EXCLUSIONS is amended as follows:

A. Exclusion E. is amended by the addition of the following:

This Exclusion E. shall not apply to **Pollution Conditions** arising out of the ownership, maintenance, use, operation, loading, or unloading of any automobile, aircraft, watercraft, or rolling stock within the boundaries of the **Named Insured's** job site.

ENDORSEMENT

- B. Exclusion M. is amended by the addition of the following:

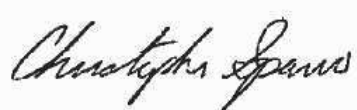
Exclusion M. shall not apply to:

1. liability assumed in a contract or agreement that is an **Insured Contract**, provided the **Design Professionals Wrongful Act** or **Pollution Conditions** occur subsequent to the execution of such contract or agreement; or
2. any **Claim** against an **Insured** by a client or customer, including, but not limited to, the **Specific Entity**, if and to the extent that the **Claim** alleges a breach of contractual obligations in the rendering of or failure to render **Design Professional Services**.

- C. The following Exclusions are added:

This Policy shall not apply to any **Loss** based upon or arising out of any waste or materials transported via automobile, aircraft, watercraft, or rolling stock beyond the boundaries of the job sites where **Design Professional Services** are being performed.

This Policy shall not apply to any **Loss** caused by, arising out of, relating to, resulting from, or contributed to in any way by asbestos or asbestos-containing materials.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: TYP SA USA, LLC

Policy Number: DPL30001421704

Endorsement

Effective Date: 02/01/2024

Endorsement

Number: 2

12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations.

GENERAL CHANGE MANUSCRIPT (Waiver of Subrogation)

It is agreed that:

Subsection X.A. Subrogation is amended by the addition of the following:

Notwithstanding the foregoing, the **Insurer** specifically waives its rights of subrogation against any of the **Insured's** customers or clients, but only to the extent that the **Insured** agreed pursuant to a written agreement to waive its rights of recovery against customer or client prior to the occurrence of any **Wrongful Act or Pollution Condition**.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: TYP SA USA, LLC

Policy Number: DPL30001421704

Endorsement

Effective Date: 000000 1 2024

Endorsement

Number: 1

12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations.

GENERAL CHANGE MANUSCRIPT (Notice of Cancellation to Third Party as Required by Written Contract)

It is agreed that:

Subsection X.G. Cancellation is amended by the addition of the following:

If this Policy is cancelled by the **Insurer** for reasons other than non-payment of premium, then the **Insurer** shall endeavor to give written notice of such cancellation to any third party, to the extent that the **Insured** agreed pursuant to a written contract, not less than thirty (30) days prior to the effective date of cancellation. If cancellation by the **Insurer** is for failure to pay premium due, then the **Insurer** shall endeavor to provide the same notice to such third party as it shall provide to the **Named Insured**. Failure by the **Insurer** to provide such notice to such third party shall not: (i) delay the effective date of cancellation; or (ii) impose liability of any kind upon the **Insurer** or its agents or representatives.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.