



City Clerk Document No. _____

City Council Meeting Date: October 16, 2025

**CITY OF CHANDLER SERVICES AGREEMENT
WEB CONTENT ACCESSIBILITY AUDIT AND ASSESSMENT
CITY OF CHANDLER AGREEMENT NO. CAPA5-918-4936**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and AccessAbility Officer, an Arizona limited liability partnership (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

A. City proposes to engage a consultant to conduct a web content accessibility audit and assessment and provide additional related services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with the Contractor 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 Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the 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 Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor 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 III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year and begins on October 16, 2025, and ends on October 15, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$150,000. Contractor must submit requests for payment for 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 subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. 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 completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by

the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the 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 the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 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 the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor 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 the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the 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 the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work

specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the 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 payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the 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.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnatee) 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 the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors 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 the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor 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 Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors 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. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice 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 date notice is sent if by electronic mail, or (c) 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:

For the City

Name: Christina Pryor
Title: Procurement and Supply Sr. Manager
Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
Phone: 480-782-2403
Email: christina.pryor@chandleraz.gov

For the Contractor

Name: Tanner Gers
Title: CEO
Address: 7373 E. Doubletree Ranch Rd., St. 135
Scottsdale, AZ 85258
Phone: 520-904-6874
Email: tanner.gers@accessabilityofficer.com

5.9 Successors and Assigns. City and Contractor 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 the City nor the Contractor 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 the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor 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 the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the 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, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the 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 Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor 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 the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor 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 Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

5.22 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.

5.23 Covenant Against Contingent Fees. Contractor 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 Contractor's firm. For breach or violation of this warrant, the 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.

5.24 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.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. 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 the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the

services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor 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 the City's interests. Contractor'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.

5.26 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 the Contractor or its subcontractors 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 the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors 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 the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors 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 the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. 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. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 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 Contractor and any of its subcontractors. At a minimum, Contractor 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 Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. 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 Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 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.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 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.

5.31 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.

5.32 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.

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

5.34 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 the 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.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

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

5.37 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 the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the 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.

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

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor 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.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, 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 and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee

who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Reserved.

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 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 expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: Tanner Gers

Its: Mayor

Its: CEO

APPROVED AS TO FORM:

By: _____

City Attorney 

ATTEST:

By: _____

City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

Task 1. Accessibility Audit and Assessment

Task 1 Estimated Timeline: 60 days

In this phase, the Contractor will conduct a thorough evaluation of the City's digital assets to identify WCAG 2.1 AA violations and ADA compliance gaps. This includes auditing all assets listed in Appendix A to the Scope of Services.

The Task 1 audit process does more than just establish a baseline for compliance status and remediation prioritization. It identifies weaknesses in the city's practices and processes, knowledge gaps, and insights on exactly what needs to be included in technical trainings across the project timeline. Deliverables and timeline for Task 1.

- **Project Kickoff.** Hold a kickoff meeting with the city and relevant stakeholders to confirm project scope, objectives, roles, and responsibilities. The project plan and timeline will be reviewed, agreed upon, and communication channels between the main points of contact established.
- **Comprehensive Compliance Audits.** Conduct the comprehensive audit of the city's assets (Appendix A) within 8 weeks.
- **Compliance Audit Report Delivery.** Deliver the city the comprehensive compliance report of all public-facing assets owned by the city. This milestone will be completed upon the Contractor delivering the full compliance audit report to the designated city resources via email.

A compliance audit report presentation for the city's project teams and respective will be scheduled upon delivery to discuss key findings, answer any technical questions, help guide the remediation effort, and clarify next steps for compliance attainment.

While the Contractor will be drafting and delivering this comprehensive compliance audit prior to delivery, the Contractor will also be delivering smaller compliance audits of individual assets on a weekly basis to the city and appropriate team resources. Rather than executing each Task separately, the Contractor will begin to execute multiple tasks concurrently-specifically both the technical trainings from Task 4 and the remediation implementation from Task 2.

Weekly meetings and technical walk-throughs of accessibility audit report findings create some of the strongest learning opportunities for upskilling resources responsible for the design, development, and content across the city's assets. Overlapping the services related to each task, as described here, will reduce the city's total cost of ownership while creating stronger, long-term outcomes across upskilling resources for digital accessibility.

The comprehensive WCAG compliance audits takes the following 4-pronged testing approach:

Automated Testing with DARTSuite. Using an industry-leading accessibility automation tool that leverages the Axe Core testing engine, the Contractor will scan the city's public-facing digital assets listed in Appendix A to detect common accessibility issues like missing alt text, form field errors, and color contrast violations.

Manual, Keyboard, and Assistive Technology Testing by People with Disabilities. Certified

accessibility professionals and experts, including native screen reader, magnification, and voice control users will manually evaluate the city's digital assets. This includes the most common testing environments, including Windows 11 and Mac OS, with Chrome, Firefox, Edge, and Safari browsers with JAWS, NVDA, Voiceover, ZoomText, Fusion, and Dragon, as well as using iOS and Android mobile testing with Voiceover and TalkBack. Any compliance violations discovered will be documented, included in the reports, and prioritized for remediation-even if caused by a third-party vendor.

The primary deliverable for Task 1 is a detailed comprehensive accessibility audit report covering all public-facing listed in Appendix A assets for the City of Chandler. This report will include:

- Executive Summary. An overview of the City's compliance status, highlighting critical issues, overall conformance level, and recommended priorities. This summary will be non-technical, suitable for City leadership to understand project importance and progress.
- Detailed Findings. An itemized technical list of all WCAG 2.1 AA violations across all tested assets, including websites, GIS map interfaces, forms, and mobile apps.
- Evidence and Reproduction Steps. Each issue listed will also have screenshots and code snippets illustrating the barrier-including the CSS and X Path. Step-by-step instructions to reproduce the issue are provided to help developers and content editors understand the problem. For example, "Using a keyboard, navigate to the event registration form; focus gets trapped in the date picker widget."
- Severity and Impact Ratings. The report will categorize issues by severity (Severe, High, Low, or Advisory) and detail the impact on users with disabilities to help prioritize remediation. For example, a failure that prevents blind users from submitting a service request would be marked as Severe, but a less impactful issue such as a color contrast violation would be categorized as Low.
- Remediation Guidance. For every issue in our compliance report, we will provide detailed descriptions with clear remediation guidance, including recommended code fixes and or best-practices like "Add an aria-label to the map zoom button."

The Contractor's lead will hold brief weekly project and compliance status meetings with the city's project manager. During these weekly meetings, progress updates will be provided, critical issues will be discussed/resolved, and any assistance needed from city staff will be communicated to prevent delays and remove blockers from us being able to deliver our services successfully. Reports, communications, and correspondence across teams will be conducted via email.

Successful execution of Task 1 requires collaboration and input from various city staff and resources. These resources will include:

- ADA Coordinator. The city's ADA Coordinator overseeing the project will help us ensure all stakeholders and departments are cooperating and fostering us collectively working together to achieve compliance ahead of the federal April 2026 deadline.
- IT and Web Team Support: The city's IT/web administration team will need to provide the Contractor credentials, answer technical questions, and provide support across the project timeline. Additionally, this team will be able to provide documentation to help during the audit process, such as providing previous accessibility assessments, identify known problem areas for compliance, and Google analytics to prioritize the most frequently used pages across the city's portfolio.
- Department Leads and Points of Contact. Different departments usually own different parts of the website and therefore have varying responsibilities that influence the city's ability to achieve WCAG 2.1 AA compliance, as well as maintain it long-term. They should be available to

answer questions about processes, workflows, and confirm where information resides to prevent delays in the project timeline.

Task 2. Remediation Plan

Task 2 Estimated Timeline: 82 days

As the Contractor begins completing the accessibility audits detailed in Task 1, the Contractor will begin concurrently executing Task 2-implementing code updates and compliance remediation. This remediation effort is designed to ensure the City of Chandler's digital assets are brought into full alignment with WCAG 2.1 AA standards well in advance of the federal compliance deadline. For complex digital transformations, like increasing compliance across the City of Chandler's entire public-facing asset portfolio, problems happen, mistakes get made, and unforeseeable constraints manifest. Executing the remediation effort right away mitigates these risks, identifies problems sooner, and better positions the city to resolve each responsively rather than in a panic with our backs against the April 24, 2026 deadline.

The remediation plan will address code-level errors and content adjustments in alignment with accessibility best practices. Augmented by the comprehensive and detailed accessibility compliance reports-which include screenshots, the code causing the violations, and detailed remediation suggestions for fixing the violation-the experience-driven effort and technical detail in reports will help the city implement the recommendations for fixing accessibility violations quicker, easier, and with fewer mistakes-even for less technical resources.

The Contractor will prioritize the Severe and High severity violations caused by third-party vendors. Low severity violations and Advisory issues will be secondary priority. Low severity violations and Advisory issues refers to issues that do not present "road blocking" accessibility barriers, rather, the issues are more about maximizing the user experience.

Weekly status meetings will continue through Task 2 and throughout the entire project. Contractor experts will also be available to the city for ad hoc remediation support, ensuring continuous progress toward compliance goals.

The city's support will be critical during Task 2. The city will provide timely access to designated technical contacts, platform administrators, and vendor managers to ensure we stay on track, on-time, and without going over budget.

Task 3. Validation and Certification

Task 3 Estimated Timeline: 53 days

As the remediation implementation is being completed across Task 2, the Contractor will begin quality assurance testing to validate and certify the city's public-facing listed in Appendix A assets are compliant according to WCAG 2.1 AA and the new final rule under Title II of the ADA.

Validation testing will include comprehensive retesting of the city's digital assets using the same testing methodology but will be completed by different Contractor team resources than in Task 1-the comprehensive audit phase. This approach will maximize the comprehensiveness of the accessibility testing approach, bring in "fresh eyes" to identify new or existing issues that have yet to be remediated, while also strengthening the compliance certification of the city's assets.

While conducted by different resources of the Contractor than those who performed the comprehensive audits in Task 1, these resources will utilize the same testing methodology-combining automated testing with manual review, keyboard testing, and assistive technology testing by people with disabilities across desktop and mobile environments, as detailed previously.

Any remaining or newly discovered accessibility violations will be immediately escalated to the Contractor's remediation implementation team for resolution. Once completed, the accessibility violations in question will be sent back to the Contractor's auditing team to confirm compliance. If the accessibility violation is caused by a third-party vendor, the Contractor will continue the third-party compliance management communications and remediation supports accordingly.

Once an asset has been remediated and confirmed compliant during quality assurance re-testing in Task 4, the Contractor will deliver a certification badge of compliance to be included in the asset's footer or accessibility statement. This will include details of the effort the city has undertaken to bring the asset into compliance and how the city will maintain compliance on-going.

The city support needed during Task 3 includes timely correspondence with and access to the city's resources involved in remediation, content updates, and vendor collaboration.

Task 4. Training

Task 4 Estimated Timeline: Through February 27, 2026

The Contractor will deliver short technical, job-specific trainings against assets owned by the city immediately after performing the comprehensive audits and directly before the remediation effort begins. This training methodology-perform an audit, provide job-specific, hands-on technical trainings, and then begin the remediation implementation effort-is the approach that consistently yields greater knowledge transfer, skill acquisition, and organizational accessibility readiness than any other training methodology or approach.

The Contractor will deliver ongoing job-specific trainings as needed to ensure long-term digital accessibility competency and capability is integrated across the city's IT, communications, content, and operations teams.

The Contractor's trainings will include live, interactive sessions tailored to job roles and responsibilities across developers, designers, content and document creators, QA testers, project managers, and procurement professionals.

Each training module will be supported by actionable quick-reference materials, step-by-step guides, and best-practice documentation. Specifically, trainings will cover practical methods for creating accessible content, reviewing and remediating digital barriers, and performing internal checks for ongoing conformance. To create the greatest knowledge transfer and applicable skill development for specific job duties, the city's digital assets will be incorporated into each training session. These trainings will occur virtually to maximize attendance, participation, and enable remote trainings to be recorded and reviewed at later dates.

The city will ensure support from department managers and team leads to coordinate staff participation, hold teams accountable, and reinforce the importance of upskilling accessibility

skills so the city can manage and maintain WCAG 2.1 AA compliance long-term.

Task 5. Implementation and Support (Optional)

Task 5 Estimated Timeline: Through April 24, 2026

The Contractor's technical staff augmentation and accessibility remediation implementation support under Task 5 will run concurrently for almost the entire project. These services will remain available on an as needed basis to ensure the city maintains project timelines, has the technical resources available to implement code fixes for compliance, and gets answers to technical questions across auditing, reporting, remediation, training, and/or implementation and support.

The Contractor's technical experts will be available to help as needed, when needed, on-demand. This includes being available to dive into a technical "working session" with accessibility engineers to provide support during remediation.

Project Communication Plan

The Contractor will maintain a proactive, collaborative, and escalating communication approach throughout the project. In addition to weekly status meetings with City of Chandler staff, the Contractor will deploy a structured project communication plan that includes the following:

- Kickoff and Task-specific meetings to align on responsibilities, roles, goals, and timelines.
- Email summaries following each weekly status meeting to track decisions, actions, and changes.
- Tiered escalation plan so urgent roadblocks are flagged early, addressed immediately, and resolved as soon as possible.

Escalation Plan

Level	Triggering Event	Escalation Point	Response Time
Level 1	Non-severe issues delayed or questions unresolved ≥ 3 days	Accessibility Project Manager	1 business day
Level 2	Missed milestone, resource bottleneck, or severe unresolved risk	Chief Delivery Officer/ Program Manager	Same day or ≤ 24 hours
Level 3	Scope creep, legal/regulatory concern, or contract breach risk	Executive Sponsor/CEO	Immediate

Project Risks & Mitigation Strategies

- Remediation bottlenecks from third-party vendors. This is mitigated through third-party compliance management methodology, extremely detailed technical reports that make implementing code changes easier, ongoing hands-on trainings, and having an established tiered escalation plan for expediting resolutions.
- Knowledge and skill gaps among internal city teams. Once accessibility knowledge and awareness baselines are established, these vulnerabilities and risks will be mitigated through hands-on trainings, functional cheat sheets, role-specific supports, and executive / leadership accountability and support.
- New digital vendor for the city has many severe and high severity violations. Accessible procurement is critical for long-term success, but can be mitigated by implementing non-technical accessible procurement processes, practices, and documentation.

Project Phasing Approach

The Contractor will employ an overlapping project phasing strategy. By executing multiple tasks concurrently, the Contractor will be able to improve compliance outcomes for the city faster, reduce overall level of effort, and better transition the City of Chandler to become an accessibility-conscious and compliant government agency.

Overlapping remediation implementation, training, and validation and certification enables the Contractor and the city to finalize assets as being compliant quickly after remediation. This also enables the city to pull in the Contractor's technical resources to support with remediation implementation for complex or difficult violations to resolve, expedite timeline achievement, and execute quality assurance validation as code fixes for remediation are implemented, reducing the overall costs in the process.

APPENDIX A TO SCOPE OF SERVICES

LIST OF KNOWN WEBSITES

Site name	Site URL
Vision Gallery	https://www.visiongallery.org/
Visit Chandler	https://www.visitchandler.com/
City of Chandler	https://www.chandleraz.gov/
eAgenda	https://public.destinyhosted.com/agenda_publish.cfm?id=24263
Chandler Library	https://chandlerlibrary.org/
Chandler Police Department	https://chandlerazpd.gov/
EventBrite: Art Tots	https://www.eventbrite.com/e/play-day-wild-west-tickets-1231737332519
SignUp Genius: For Our City	https://www.signupgenius.com/go/20F0A49A4AA2AA2F85-54623586-march#/
Day in Honor of Cesar Chavez	https://visitor.r20.constantcontact.com/manage/optin?v=0010p8SgAUuY-ebjLSYoll_paG4c8k9_cK17hfnC9p2KG0nwNjg9tDkj-xr8O9blaAwdcjfnNEEkA6idBFF7uZITPfi4bABtgVvQDXCwQdKnkUQTVuvU_QW%3D%3D
Constant Contact: Econ Dev Newsletter SignUp	https://form.jotform.com/250544705128151
Jot Form: Volunteer Recognition	https://form.jotform.com/250544705128151
City of Chandler Open GIS Data	https://share-open-data-changis.hub.arcgis.com/
Traffic Restrictions	https://gis.chandleraz.gov/trafficrestrictions/
Pavement Cut Restrictions	https://changis.maps.arcgis.com/apps/webappviewer/index.html?id=0aea8d6016154b9b81d207f90866355c
Select Private Construction	https://changis.maps.arcgis.com/apps/MapSeries/index.html?appid=27420fb569cf4ce9b2bd2a7492365e89
Performance Dashboards	https://strategic-framework-performance-metrics-current-changis.hub.arcgis.com/
Interactive Planning Map - GIS	https://gis.chandleraz.gov/infomap/
Public Art Program	https://storymaps.arcgis.com/stories/401bd02539214594a0a204f6e3cafe9c
Historic Sites	https://storymaps.arcgis.com/stories/f8cf870107f2481381ca6a01bdc61a0d
Join Team Chandler	https://jointeamchandler.com/
DEV: Chandler Police	https://chandlerazpd-dev.chandlerazpd.gov/
Affordable Housing	https://applychandlerhousing.securecafe.com/residentservices/chandler-housing-redevelopment/multiloginwrapper.aspx?AllowRedirect=1
Utility Services	https://utilityservices.chandleraz.gov
MyChandler	https://auth.chandleraz.gov/login
Waterfluence	https://www.waterfluence.com/
Municode	https://library.municode.com/az/chandler/codes/code_of_ordinances
Invoice Cloud	https://www.invoicecloud.com/portal/(S(xwgygnj0e3nzhxxyvjhx51d))/2/Site.aspx?G=b8da3acf-ae3d-4293-b769-257e8ba694ee
Chandler Center for the Arts	https://www.chandlercenter.org/
Water Saving Plants	https://chandler.watersavingplants.com/plants.php
Invoice Cloud: Insurance & Donations	https://www.invoicecloud.com/portal/(S(ve0mub1ig1pmcotoxdg4ca3a))/2/clo udstore.aspx?cs=A0A26BBC-F458-47E4-8C7D-0651C055E9E9&bg=4ff697cb-92a2-4903-9bbe-da8a4f5eeb20&return=Site.aspx%3Fg%3Db8da3acf-ae3d-4293-b769-257e8ba694ee
Archived Records Search	https://archivedrecords.chandleraz.gov/index.aspx

Chandler Museum Store	https://chandler-museum-store.square.site/
DEI eNewsletter: Constant Contact	https://myemail.constantcontact.com/News-and-Events-.html?soid=1112892274044&aid=cu13H63Zq6E
Development Services - Accela	https://developmentpermits.chandleraz.gov/clics/Default.aspx
Business Registration (Prod)	https://business.chandleraz.gov
InfoMap	https://gis.chandleraz.gov/infomap/
Courts" Online Payment	https://wmq.etimspayments.com/pbw/include/arizona/newinput.jsp https://reservation.frontdeskqms.com/chandler/reservations/Home/Index?Culture=en&PageId=6da87cf9-03cb-41fc-96eb-3336b5904616&ShouldStartReserveTimeFlow=False&ButtonId=00000000-0000-0000-0000-000000000000
Courts: Make a Reservation	https://trxstorefront.trxchange.net/index.php?route=trx/profile&seller_id=3241&product_id=60&subdomain_seller_id=3241
Courts: Records xChange	
Chandler Police: Careers	https://jobs.chandlerazpd.gov
ChandlerpediA	https://chandlerpedia.atlassian.net/wiki/spaces/CHANDLERPE/overview
Waitwhile: Housing and Redevelopment	https://waitwhile.com/locations/chandlerhousing/services
Volgistics	https://www.volgistics.com/appform/785812604
Survey Monkey: Instant Language Survey	https://www.surveymonkey.com/r/ZXHQP3M
Government Jobs: Chandler	https://www.governmentjobs.com/careers/chandleraz
NCourt	https://www.ncourt.com/x-press/x-onlinepayments.aspx?juris=4E1255DA-BD3A-4E7C-A050-5F9C690FCDB8 https://chandler.njbsoft.com/SAMSIPP/SAMSHtml/RegistrationPortal/Custom erDetails.aspx
Wastewater Discharge Form	
ActiveNet	https://apm.activecommunities.com/chandleraz

Mobile Applications

Recycle Right
Chandler Public Library
Public Stuff

EXHIBIT B TO AGREEMENT COMPENSATION AND FEES

Project Phase Fees

Phase	Subtasks and Deliverables	Fee
Audit and Assessment	Automated scans, non-manual report generation, kickoff meeting, process review. Manual testing excluded.	\$17,825
Remediation Support	Technical guidance for remediation, third-party vendor coordination, team walkthroughs	\$28,985
Validation and Certification	Retesting, QA confirmation, certification badges	\$14,725
Training	Live technical trainings for developers, content creators, procurement, etc.	\$10,075
Total		\$71,610

Manual Page Testing Fees

Manual page testing fees will be agreed upon between the parties and determined based on page size and complexity.

PDF Remediation Fees

Number of Pages	Fee Per Page
1 - 20	\$10.00
21 – 50	\$9.15
51 – 100	\$8.50
101 – 200	\$7.75
201 - 500	\$6.95

Document and Electronic File Remediation

File Type	Description	Price Per Page
Standard Document	Contains headings paragraphs, single level lists, multi-level lists, images, and tables	\$5.00
Complex Document	Contains fillable form fields, check boxes, and/or radio buttons	\$10.00
OCR Standard	Scanned content that requires character recognition and accessibility remediation	\$23.15
OCR Complex	Scanned content that requires character recognition and accessibility remediation for fillable form fields, check boxes, and/or radio buttons	\$28.65

Monitoring and Maintenance (Optional Task 5)

Description	Fee
Monthly Accessibility Expert Support Retainer	\$6,000 per month
Quarterly Validation Scan (Automated and Manual Spot Checks)	\$4,000 per quarter

Hourly Rates

Team Member Role	Hourly Rate
Accessibility Tester	\$155
Accessibility Consultant	\$155
Accessibility Engineer	\$155

EXHIBIT C TO AGREEMENT INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the 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 shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall 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.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor 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.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor 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.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’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.

- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor 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.

- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

- E. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

For Contracts under \$500,000

Minimum Limits:		
Per Loss	\$	3,000,000
Aggregate	\$	3,000,000

For Service Contracts over \$500,001

Minimum Limits:		
Per Loss	\$	5,000,000
Aggregate	\$	5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.

If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

- a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

- a. The policy shall provide a waiver of subrogation

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
3. The Contractor'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.
4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the 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.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall 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, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

- A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

COMPLIANCE WITH WCAG VERSION 2.1 LEVEL AA

Contractor represents and warrants that the software provided hereunder is in compliance with the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA.