



City Clerk Document No. _____

City Council Meeting Date: _____

**CITY OF CHANDLER PURCHASE AGREEMENT
FIRE DEPARTMENT UNIFORMS
CITY OF CHANDLER AGREEMENT NO. FD5-200-4935**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and UNIE, an Arizona Limited Liability Company (LLC) (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2025 (Effective Date).

RECITALS

A. City proposes to purchase of Fire Department Uniforms 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 goods or 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 goods or 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 in accordance with 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 goods services in Chandler, Arizona exercises under similar conditions. All goods 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 goods 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 goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.

The initial term of the Agreement is 19 months, and begins on **January 5, 2026** and ends on **July 31, 2027** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to 4 additional terms of 1 year (s) 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 approved and accepted by the City under this Agreement must not exceed **\$600,000**. Contractor must submit requests for payment for goods or 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 goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed 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 goods or 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 goods or 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 goods or 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 work, cost of goods, cost of performance, or Project schedule, the goods or services 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 purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed.

In the event the City abandons or suspends the purchase or services, or any part of the purchase or 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 goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will 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: Procurement Division
 Title: Purchasing Officer
 Address: 175 S. Arizona Ave
Chandler, AZ 85225
 Phone: (480) 752-2400
 Email: purchasing@chandleraz.gov

For the Contractor

Name: Thomas Williams
 Title: Founder
 Address: 565 E. Germann Rd, Ste 103
Gilbert, AZ 85297
 Phone: (480) 319-2800
 Email: td@unie.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 furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or 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 Work. 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 goods or 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 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.

5.36 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.

5.37 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.

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

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

5.39 Special Conditions. As part of the goods furnished or 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.

5.40 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, 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. 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.

5.41 Reserved.

5.42 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.

5.43 Warranties. Unless otherwise provided in Exhibit D, the 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.

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.49 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.

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.54 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.

5.55 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.

5.56 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 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

By: _____

Its: _____ Mayor

FOR THE CONTRACTOR

By:  _____

Its: _____ CEO

APPROVED AS TO FORM:

By: _____

City Attorney



ATTEST:

By: _____

City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF WORK

BACKGROUND AND OBJECTIVE

The City of Chandler is entering into a term contract for fire department uniforms. The Chandler Fire Department (CFD) currently has 240 firefighters and 27 administrative/support fire personnel that require uniforms.

Each sworn fire department employee and select support staff are provided with a clothing allowance of \$675 - \$1000, depending on assignment, and remaining non-sworn fire department employees receive \$300 per year based on the Fiscal Year of July 1 through June 30. Authorized fire department employees may purchase any combination of items covered under this contract. The City will pay for contract purchases up to the allowance amount, including sales tax, per employee. The employee making the purchase is responsible for payments that exceed the annual clothing allowance. All items purchased under this contract will be charged the contract price, even items purchased that exceed the clothing allowance. The City may make additional uniform and accessory purchases for volunteers, promotional orders, or to support programs as needed. City staff will also place first issue uniform orders for new employees and other one-off orders as needed.

Commonly ordered uniforms are listed in Exhibit B compensation and fees. Although commonly ordered uniforms are identified, the list is not inclusive of all that may be ordered under the contract and as need arises, additional product may be added or removed throughout the extension terms of the contract.

SCOPE OF SERVICES

Contractor shall supply the following services:

1. Uniform items in this contract are for use as public safety daily uniform wear and therefore should be made of high-quality materials made to wear well while maintaining a professional appearance. Articles shall not shrink, fade, or otherwise degrade in a premature period.
2. Shirts, outerwear, and other items with embellishments shall be manufactured to accept and retain silk screening, embroidery, or other durable embellishment methods.
3. Measuring services at Chandler Fire facilities or Contractor's facility for all authorized Chandler Fire personnel, measuring location as determined by CFD staff.
4. All embellishments will be of the same design (color, size, format, etc.) unless specified otherwise by Chandler Fire uniform personnel.
5. Installation of patches, hemming of pants and other minor alterations of garments as needed at no additional charge. If contractor must outsource this, information of third-party vendor must be submitted to the City.
6. Professional installation of patches and insignia on dress shirts & jackets (City to provide patches for installation) as detailed by CFD uniform policy.
7. Chandler logos as necessary on garments at no additional charge. Silk-screens or equal shall be

determined by the City. City will provide artwork for all required logos but will not pay for set-up fees or artwork for silk-screens.

8. Embroider services on the front of shirts or outerwear with no billboard on the back and headwear. City will provide artwork for all required logos but will not pay for set-up fees or artwork for embroidery.
9. Order submittal and allowance tracking shall primarily be completed through an online ordering/portal type system. Vendor portal shall be maintained to reflect currently approved uniform items.
10. All uniforms shall be offered in men's and women's cut and sizes.
11. Contracted uniform items shall be sold at the contracted price regardless of ordering method or payment method (i.e., online orders, phone orders, in-person, orders, on behalf of orders, and allowance vs. personal pay purchases).
12. Contractor agrees to stock a range of sizes and quantities of the most purchased items. CFD staff will work with Contractor to identify the items for local stock. Contractor should be open and supportive of stocking CFD uniform items at the local storefront for quick turnaround times.
13. Orders shall not be held to meet minimum quantity requirements for ordering, embellishment, or shipping. Items shall be fulfilled and shipped as quickly as possible after the item is ordered.
14. Orders for in-stock items shall be shipped within 14 calendar days from order placement on 90% of CFD orders. This includes in-stock items that include embellishment. For items with unusual sizing, orders shall be shipped within 30 calendar days from order placement on 90% of CFD orders.
 - a. Orders for out-of-stock items shall ship within 30 calendar days on 90% of CFD orders.
 - b. Contractor shall communicate with CFD uniform representative for orders that will not meet the defined timelines.
 - c. Contractor agrees to provide monthly compliance reports for stated delivery timelines.
15. CFD specific items shall only be available to authorized CFD staff. Items with the CFD embellishments shall not be provided to or purchased by non-CFD approved individuals. CFD will maintain an accurate list of approved staff.
16. Contractor shall maintain an assortment of common size sample products in store for CFD staff to try on for fitment.
17. Only Chandler Fire Department approved uniform items are eligible for purchase using the standard CFD uniform allowance. Approved items are listed in Exhibit B, and any new items formally approved by Chandler Fire during the term of the contract shall automatically be included under the allowance. Employees may still purchase non-approved items directly from the contractor using personal funds.
18. Contactor shall provide a comprehensive ordering website within 30 days of contract award. The system shall be a robust online ordering and program management tool that simplifies the buying process for City of Chandler Fire Department employees and gives managers visibility and control of the uniform procurement process.
19. Contractor shall maintain a dedicated account manager for CFD staff contacts. Additionally,

contractor shall designate a customer service representative (preferably at the local storefront) to handle day-to-day communications with CFD staff. The account manager and CSR should be readily accessible by phone and email during normal business hours.

20. Contractor shall respond to CFD management inquiries or issues within 24 business hours.
21. Contractor shall provide quality control measures to ensure items are delivered in a timely and accurate manner.
22. Contractor shall provide monthly report detailing order quantities, items, sizing, order history, backorders, spend, delivery timeline compliance, etc. for the previous month by the 12th day of the current month.
23. Contractor shall maintain a local facility for the full term of this contract. The facility must allow employees to choose from the specified selection of uniforms contained within this contract and to try on uniforms, place orders, receive alterations, and pick up orders. The store front shall be open during routine business hours excluding holidays.
24. Contractor shall maintain a robust online uniform management system that serves both CFD users and CFD admin/management staff. Current contract items and pricing shall be reflected on the ordering site. A variety of CFD generated reports shall be available to department admin/management staff.
25. Contractor shall offer a 30-day return policy. Up to a 25% restocking fee may apply for items returned more than 30 days from item delivery and that are not embellished. Shipping will be paid for by the customer or items can be returned to contractor's facility to avoid return shipping fees. If the return is caused by a quality or production issue, then contractor will be responsible for both the restocking and shipping fees. Items that are embellished cannot be returned unless the item has a quality or production issue. Embellished items with quality or productions issues must be returned within 30 days.
26. If a contract item is discontinued during the duration of the contract, Contractor will promptly alert the department and suggest suitable alternatives. If an order is placed for a discontinued item, Contractor will give the customer the option to refund the order or choose an approved alternative in the same product category. Discontinued items will be removed from the ordering site within 24 hours of discovery of discontinued status from the manufacturer.
27. Orders shall be shipped directly to CFD staff or to CFD facilities, at the CFD member's direction. Every order that is shipped shall be assigned a tracking number that the customer can track. The tracking number shall be emailed to the customer. CFD admin staff shall also have access to view individual members' orders and tracking status through the ordering site.
28. Warranty: Contractor shall provide a full product warranty per the manufacturer's guidelines.
29. CFD reserves the right to inspect the Contractor's facility on a quarterly basis, or as otherwise deemed necessary by CFD, to verify that operations, inventory, and overall performance are maintained in accordance with the terms, conditions, and standards specified in this Contract. The Contractor shall provide reasonable access to all areas, records, and materials necessary for such inspections and shall cooperate fully with CFD representatives during the inspection process.

**EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES**

See attached incorporated in agreement.

EXHIBIT B COMPENSATION & FEES

ITEM NO.	ITEM DESCRIPTION	BRAND	MODEL	UNIT PRICE	CUSTOMIZATION
1	Brush Pant				
1 - i	Men's Wildland Dual-Compliant Uniform Pant	Workwrite	FP30	\$224.00	N/A
1 - ii	Men's Wildland Dual-Compliant Uniform Pant	Workwrite	FP32	\$224.00	N/A
1 - iii	Men's Wildland Dual-Compliant Tactical Pant	Workwrite	FP62	\$236.00	N/A
2	Work Boots				
2 - i	A.T.A.C 2.0 8" Side Zip Boot	5.11 Tactical	12391	\$115.00	N/A
2 - ii	2.0 Shield Boots	5.11 Tactical	12416	\$150.00	N/A
2 - iii	Company 3.0 CST Boot	5.11 Tactical	12421	\$125.00	N/A
2 - iv	A.T.A.C. 2.0 6" Shield Boot	5.11 Tactical	12443	\$140.00	N/A
2 - v	Thoro-Flex 10" Black Safety Toe Wellington	Thorogood	804-6136	\$178.00	N/A
2 - vi	Womens Thoro-Flex 10" Black Safety Toe Wellington	Thorogood	804-6136	\$178.00	N/A
2 - vii	Outback (Steel Toe)	Redback	USABK	\$180.00	N/A
2 - viii	Unisex Easy Escape (Steel Toe)	Redback	USBBK	\$195.00	N/A
2 - ix	Easy Escape HD (Steel Toe)	Redback	USBBKSC	\$180.00	N/A
2 - x	Men's Lookout EMS/CSA Side-Zip 8" Composite Toe (NMT)	Danner	23826	\$250.00	N/A
2 - xi	Turbo Chelsea Waterproof Carbon Toe Work Boot	Ariat	10027330	\$155.00	N/A
2 - xii	Men's Sierra Shock Shield Steel Toe Work Boot	Ariat	10046929	\$185.00	N/A
2 - xiii	Bakken 6 inch Pull on Leather Work Boots	Rockrooster	AK227	\$100.00	N/A
2 - xiv	Breach V2 Waterproof Composite Toe Boot	Blauer	FW026WPCT	\$205.00	N/A
3	Polo Shirt – Long Sleeve				
3 - i	Men's Long Sleeve Polo	UNIE	PL003	\$60.00	Screen Front & Billboard
3 - ii	Men's Long Sleeve Polo	UNIE	PL003	\$63.00	Embroidered Logo & Name
3 - iii	Men's Jersey Long Sleeve Polo	5.11 Tactical	72360	\$58.00	Screen Front & Billboard
3 - iv	Men's Jersey Long Sleeve Polo	5.11 Tactical	72360	\$61.00	Embroidered Logo & Name
3 - v	Men's Professional Long Sleeve Polo	5.11 Tactical	42056	\$70.00	Screen Front & Billboard
3 - vi	Men's Professional Long Sleeve Polo	5.11 Tactical	42056	\$73.00	Embroidered Logo & Name
3 - vii	Women's Helios Long Sleeve Polo	5.11 Tactical	32013	\$65.00	Screen Front & Billboard
3 - viii	Women's Helios Long Sleeve Polo	5.11 Tactical	32013	\$68.00	Embroidered Logo & Name
3 - ix	Men's Cotton Long Sleeve Polo	First Tactical	111502	\$55.00	Screen Front & Billboard

3 - x	Men's Cotton Long Sleeve Polo	First Tactical	111502	\$58.00	Embroidered Logo & Name
3 - xi	Women's Cotton Long Sleeve Polo	First Tactical	121502	\$52.00	Screen Front & Billboard
3 - xii	Women's Cotton Long Sleeve Polo	First Tactical	121502	\$55.00	Embroidered Logo & Name
3 - xiii	Men's Select Long Sleeve Snag Proof Tactical Polo	Cornerstone	CS410LS	\$44.00	Screen Front & Billboard
3 - xiv	Men's Select Long Sleeve Snag Proof Tactical Polo	Cornerstone	CS410LS	\$47.00	Embroidered Logo & Name
3 - xv	Men's Silk Touch Long Sleeve Polo with Pocket	Port Authority	K500LS	\$33.00	Screen Front & Billboard
3 - xvi	Men's Silk Touch Long Sleeve Polo with Pocket	Port Authority	K500LS	\$36.00	Embroidered Logo & Name
3 - xvii	Men's Tall Silk Touch Long Sleeve Polo	Port Authority	TLK500LS	\$35.00	Screen Front & Billboard
3 - xviii	Men's Tall Silk Touch Long Sleeve Polo	Port Authority	TLK500LS	\$38.00	Embroidered Logo & Name
4	Polo Shirt – Short Sleeve				
4 - i	Men's Cotton Short Sleeve Polo	UNIE	PL006	\$50.00	Screen Front & Billboard
4 - ii	Men's Cotton Short Sleeve Polo	UNIE	PL006	\$53.00	Embroidered Logo & Name
4 - iii	Women's Cotton Short Sleeve Polo	UNIE	PL005	\$50.00	Screen Front & Billboard
4 - iv	Women's Cotton Short Sleeve Polo	UNIE	PL005	\$53.00	Embroidered Logo & Name
4 - v	Men's Jersey Short Sleeve Polo	5.11 Tactical	71182	\$55.00	Screen Front & Billboard
4 - vi	Men's Jersey Short Sleeve Polo	5.11 Tactical	71182	\$58.00	Embroidered Logo & Name
4 - vii	Men's Professional Short Sleeve Polo	5.11 Tactical	41060	\$55.00	Screen Front & Billboard
4 - viii	Men's Professional Short Sleeve Polo	5.11 Tactical	41060	\$58.00	Embroidered Logo & Name
4 - ix	Women's Tactical Jersey Short Sleeve Polo	5.11 Tactical	61164	\$55.00	Screen Front & Billboard
4 - x	Women's Tactical Jersey Short Sleeve Polo	5.11 Tactical	61164	\$58.00	Embroidered Logo & Name
4 - xi	Men's Silk Touch Polo with Pocket	Port Authority	K500P	\$30.00	Screen Front & Billboard
4 - xii	Men's Silk Touch Polo with Pocket	Port Authority	K500P	\$33.00	Embroidered Logo & Name
4 - xiii	Women's Silk Touch Polo	Port Authority	L500	\$28.00	Screen Front & Billboard
4 - xiv	Women's Silk Touch Polo	Port Authority	L500	\$31.00	Embroidered Logo & Name
4 - xv	Men's Silk Touch Polo	Port Authority	K500	\$28.00	Screen Front & Billboard
4 - xvi	Men's Silk Touch Polo	Port Authority	K500	\$31.00	Embroidered Logo & Name
4 - xvii	Men's Tall Silk Touch Polo	Port Authority	TLK500	\$30.00	Screen Front & Billboard
4 - xviii	Men's Tall Silk Touch Polo	Port Authority	TLK500	\$33.00	Embroidered Logo & Name
4 - xix	Men's Cotton Short Sleeve Polo	First Tactical	112508	\$58.00	Screen Front & Billboard
4 - xx	Men's Cotton Short Sleeve Polo	First Tactical	112508	\$61.00	Embroidered Logo & Name
4 - xxi	Women's Cotton Shirt Sleeve Polo	First Tactical	122508	\$58.00	Screen Front & Billboard
4 - xxii	Women's Cotton Shirt Sleeve Polo	First Tactical	122508	\$61.00	Embroidered Logo & Name

5	Non-Sworn Shirt With Pocket				
5 - i	Men's Silk Touch Polo with Pocket	Port Authority	K500P	\$30.00	Screen Front & Billboard
5 - ii	Men's Long Sleeve Essential Pocket Tee	Port & Company	PC61LSP	\$22.00	Screen Front & Billboard
5 - iii	Men's Essential Pocket Tee	Port & Company	PC61P	\$20.00	Screen Front & Billboard
6.	Non-Sworn Shirt Without Pocket				
6 - i	Essential Tee	Port & Company	PC61	\$18.00	Screen Front & Billboard
6 - ii	All-American Tee	Volunteer Knitwear	VL100	\$20.00	Screen Front & Billboard
6 - iii	All-American Long Sleeve Tee	Volunteer Knitwear	VL100LS	\$22.00	Screen Front & Billboard
6 - iv	Women's Silk Touch Polo	Port Authority	L500	\$30.00	Screen Front & Billboard
6 - v	Men's Jersey Short Sleeve Polo	5.11 Tactical	71182	\$55.00	Screen Front & Billboard
7.	T-Shirt – Long Sleeve				
7 - i	Men's Cotton Long Sleeve T-Shirt	UNIE	LT007	\$35.00	Screen Front & Billboard
7 - ii	Women's Cotton Long Sleeve T-Shirt	UNIE	LT010	\$35.00	Screen Front & Billboard
7 - iii	Men's Tactical Professional Long Sleeve T-Shirt	5.11 Tactical	72318	\$39.00	Screen Front & Billboard
7 - iv	Men's Tactix Series Cotton Long Sleeve T-Shirt	First Tactical	111505	\$34.00	Screen Front & Billboard
7 - vii	Women's Tactix Series Cotton Long Sleeve T-Shirt	First Tactical	121505	\$34.00	Screen Front & Billboard
8.	T-Shirt – Short Sleeve				
8 - i	Men's Cotton Short Sleeve T-Shirt	UNIE	TS016	\$30.00	Screen Front & Billboard
8 - ii	Men's Cotton Short Sleeve T-Shirt with Pocket	UNIE	TS017	\$32.00	Screen Front & Billboard
8 - iii	Women's Cotton Short Sleeve T-Shirt	UNIE	TS018	\$30.00	Screen Front & Billboard
8 - iv	Women's Cotton Short Sleeve T-Shirt with Pocket	UNIE	TS019	\$32.00	Screen Front & Billboard
8 - v	Men's Tactical Professional Pocketed T-Shirt	5.11 Tactical	71307	\$35.00	Screen Front & Billboard
8 - vi	Men's Tactical Professional T-Shirt	5.11 Tactical	71309	\$34.00	Screen Front & Billboard
8 - vii	Men's Tactix Series Cotton Short Sleeve T-Shirt	First Tactical	112501	\$30.00	Screen Front & Billboard
8 - viii	Women's Tactix Series Cotton Short Sleeve T-Shirt	First Tactical	122501	\$30.00	Screen Front & Billboard
8 - ix	Men's Tactix Cotton Short Sleeve T-Shirt With Chest Pocket	First Tactical	112521	\$32.00	Screen Front & Billboard
8 - x	Women's Tactix Cotton Short Sleeve T-Shirt With Chest Pocket	First Tactical	122521	\$32.00	Screen Front & Billboard
8 - xi	Men's Tactix Cotton Short Sleeve T-Shirt with Pen Pocket	First Tactical	112511	\$32.00	Screen Front & Billboard
8 - xii	Women's Tactix Cotton Short Sleeve T-Shirt With Pen Pocket	First Tactical	122511	\$32.00	Screen Front & Billboard

8 - xiii	Men's Action Tri Blend T-Shirt	Blauer	8310	\$28.00	Screen Front & Billboard
9.	Sweatshirt – Pullover				
9 - i	Men's Pullover Hoodie	UNIE	HD003	\$60.00	Screen Front & Billboard
9 - ii	Women's Pullover Hoodie	UNIE	HD012	\$60.00	Screen Front & Billboard
9 - iii	Men's Performance Sweatshirt	UNIE	HD004	\$90.00	Screen Front & Billboard
9 - iv	Women's Performance Sweatshirt	UNIE	HD005	\$90.00	Screen Front & Billboard
9 - v	Men's Hooded Sun Shirt	UNIE	LS005	\$45.00	Screen Front & Billboard
9 - vi	NuBlend Unisex Quarter-Zip Cadet Collar Sweatshirt	Jerzees	995M	\$28.00	Screen Front & Billboard
9 - vii	Men's Super Heavyweight Crewneck Sweatshirt	Sport-Tek	F280	\$50.00	Screen Front & Billboard
9 - viii	Men's Essential Fleece Crewneck Sweatshirt	Port & Company	PC90	\$25.00	Screen Front & Billboard
9 - ix	Men's Essential Fleece Crewneck Sweatshirt	Port & Company	PC90	\$25.00	Screen Front & Billboard
10.	Sweatshirt – Hooded, Zip				
10 - i	Men's Full-Zip Hoodie	UNIE	HD010	\$65.00	Screen Front & Billboard
10 - ii	Women's Full-Zip Hoodie	UNIE	HD011	\$65.00	Screen Front & Billboard
10 - iii	Women's Core Fleece Full-Zip Hooded Sweatshirt	Port & Company	LPC78ZH	\$38.00	Screen Front & Billboard
10 - iv	Men's Essential Fleece Full-Zip Hooded Sweatshirt	Port & Company	PC90ZH	\$38.00	Screen Front & Billboard
10 - v	Men's Tall Essential Fleece Full-Zip Hooded Sweatshirt	Port & Company	PC90ZHT	\$38.00	Screen Front & Billboard
10 - vi	Men's Super Heavyweight Full-Zip Hooded Sweatshirt	Sport-Tek	F282	\$55.00	Screen Front & Billboard
10 - vii	Men's Heavyweight Full-Zip Hooded Sweatshirt with Thermal Lining	CornerStone	CS620	\$56.00	Screen Front & Billboard
11.	Job Shirt				
11 - i	Men's Job Shirt 1/4 Zip	5.11 Tactical	72314	\$79.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
11 - ii	Men's Job Shirt 1/4 Zip 2.0	5.11 Tactical	72534	\$79.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
11 - iii	Men's Cotton Job Shirt Quarter Zip	First Tactical	118507	\$100.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
11 - iv	Women's Cotton Job Shirt Quarter Zip	First Tactical	128507	\$100.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
11 - v	Men's Job Shirt	Blauer	4630X	\$115.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
11 - vi	Men's Job Shirt 2.0	Tact Squad	2005	\$66.00	Embroidered Logo, Embroidered Name, & Sleeve Screen
12.	Station Pants				

12 - i	Men's Station Pant	UNIE	PT014	\$52.00	N/A
12 - ii	Men's Cargo Station Pant	UNIE	PT015	\$55.00	N/A
12 - iii	Men's Company Pant 2.0	5.11 Tactical	74508	\$60.00	N/A
12 - iv	Women's Company Pant 2.0	5.11 Tactical	64435	\$60.00	N/A
12 - v	Men's Company Cargo Pant 2.0	5.11 Tactical	74509	\$65.00	N/A
12 - vi	Women's Company Cargo Pant 2.0	5.11 Tactical	64436	\$65.00	N/A
12 - vii	Men's Cotton Canvas Pant	5.11 Tactical	74251	\$50.00	N/A
12 - viii	Women's Cotton Canvas Pant	5.11 Tactical	64358	\$50.00	N/A
12 - ix	Men's Stryke Pant	5.11 Tactical	74369	\$70.00	N/A
12 - x	Women's Stryke Pant	5.11 Tactical	64386	\$70.00	N/A
12 - xi	Men's TacLite EMS Pant	5.11 Tactical	74363	\$75.00	N/A
12 - xii	Women's TacLite EMS Pant	5.11 Tactical	64369	\$75.00	N/A
12 - xiii	Men's TacLite Apex Pant	5.11 Tactical	74434	\$70.00	N/A
12 - xiv	Women's TacLite Pro Ripstop Pant	5.11 Tactical	64360	\$50.00	N/A
12 - xv	Men's Stryke PDU Pant	5.11 Tactical	74426	\$75.00	N/A
12 - xvi	Men's Defender Pants	First Tactical	114002	\$160.00	N/A
12 - xvii	Women's Defender Pants	First Tactical	124002	\$160.00	N/A
12 - xviii	V2 Pro Duty Uniform Pant	First Tactical	114018	\$60.00	N/A
12 - xix	Men's Cotton Station Pant	First Tactical	114024	\$55.00	N/A
12 - xx	Men's Cotton Cargo Station Pant	First Tactical	114030	\$55.00	N/A
12 - xxi	Women's Cotton Station Pant	First Tactical	124024	\$55.00	N/A
12 - xxii	Women's Cotton Cargo Station Pant	First Tactical	124030	\$55.00	N/A
13.	Station Shorts				
13 - i	Men's Cotton Station Short	UNIE	ST003	\$42.00	N/A
13 - ii	Women's Cotton Station Short	UNIE	ST005	\$42.00	N/A
13 - iii	Men's Cotton Station Short	First Tactical	115005	\$45.00	N/A
13 - iv	Women's Cotton Station Short	First Tactical	125005	\$45.00	N/A
14.	Cargo Shorts				
14 - i	Men's Cotton Cargo Short	UNIE	ST004	\$47.00	N/A
14 - ii	Women's Cotton Cargo Short	UNIE	ST006	\$47.00	N/A
14 - iii	Men's Tactical 9" Cotton Canvas Short	5.11 Tactical	73285	\$55.00	N/A
14 - iv	Men's TacLite 9.5" Pro Ripstop Short	5.11 Tactical	73287	\$50.00	N/A
14 - v	Men's TacLite EMS 11" Short	5.11 Tactical	73309	\$50.00	N/A

14 - vi	Men's BDU Shorts	Propper	F5261	\$30.00	N/A
15.	Pant – Regular Cut, Regular Cut Jean, or Western Cut Jean				
15 - i	Classic Firefighter Pant	Workrite	FP50	\$155.00	N/A
15 - ii	Classic Firefighter Pant	Workrite	FP52	\$160.00	N/A
16.	PT Sweatpants				
16 - i	Men's Open Bottom Sweatpant	Sport-Tek	ST257	\$35.00	1 Screen Imprint
16 - ii	Women's Perfect Tri Fleece Jogger	District	DT1310	\$30.00	1 Screen Imprint
17.	PT Shorts				
17 - i	Men's Lightweight Performance Short	UNIE	ST003	\$38.00	1 Screen Imprint
17 - ii	Men's Performance Short	UNIE	ST004	\$50.00	1 Screen Imprint
17 - iii	Men's Tactical Utility PT 10.5" Shorts	5.11 Tactical	43061	\$42.00	1 Screen Imprint
17 - iv	Men's Tactical PT-R Forged Knit Short	5.11 Tactical	82412	\$55.00	1 Screen Imprint
17 - v	Men's PosiCharge Tough Mesh Pocket Short	Sport-Tek	ST312	\$28.00	1 Screen Imprint
17 - vi	Men's PosiCharge Position Short with Pockets	Sport-Tek	ST575	\$22.00	1 Screen Imprint
18.	Ball Cap / Beanie				
18 - i	Performance Flat Bill	UNIE	HT002	\$32.00	Front Embroidery
18 - ii	Performance Snapback	UNIE	HT008	\$32.00	Front Embroidery
18 - iii	Mesh Trucker	UNIE	HT010	\$28.00	Front Embroidery
18 - iv	Bucket Hat	UNIE	HT014	\$28.00	Front Embroidery
18 - v	5 Panel A-Frame	UNIE	HT020	\$28.00	Front Embroidery
18 - vi	5 Panel Mid-Profile	UNIE	HT031	\$28.00	Front Embroidery
18 - vii	6-Panel Cap	Flexfit	6277	\$20.00	Front Embroidery
18 - viii	Classics Retro Trucker Cap	Flexfit	6606T	\$16.00	Front Embroidery
18 - ix	Classics Retro Trucker Cap	Flexfit	6606YP	\$16.00	Front Embroidery
18 - x	Canvas Mesh Back Cap	Cornerstone	CS811	\$20.00	Front Embroidery
18 - xi	Outdoor Ventilated Wide Brim Hat	Port Authority	C947	\$30.00	Front Embroidery
18 - xii	Trucker Cap	Richardson	112	\$22.00	Front Embroidery
18 - xiii	Tactical Boonie	Propper	F5519	\$24.00	Front Embroidery
18 - xiv	Classic Ribbed Beanie	UNIE	BN002	\$22.00	N/A
18 - xv	Classic Ribbed Beanie	UNIE	BN002	\$25.00	Front Embroidery
18 - xvi	Tactical Watch Cap	5.11 Tactical	89250	\$15.00	N/A
18 - xvii	Tactical Watch Cap	5.11 Tactical	89250	\$18.00	Front Embroidery

18 - xviii	Fleece Service Beanie	First Tactical	142074	\$15.00	N/A
18 - xix	Fleece Service Beanie	First Tactical	142074	\$18.00	Front Embroidery
18 - xx	Knit Skull Cap	Port & Company	CP94	\$5.00	N/A
18 - xxi	Knit Skull Cap	Port & Company	CP94	\$8.00	Front Embroidery
18 - xxii	Knit Skull Cap	UNIE	BN001	\$22.00	N/A
18 - xxiv	Knit Skull Cap	UNIE	BN001	\$25.00	Front Embroidery
18 - xxv	Classic Beanie	UNIE	BN003	\$20.00	N/A
18 - xxvi	Classic Beanie	UNIE	BN003	\$23.00	Front Embroidery
19.	Belts				
19 - i	Tactical 1.5" Arc Leather Belt	5.11 Tactical	59493	\$50.00	N/A
19 - ii	Tactical 1.5" Basketweave Leather Belt	5.11 Tactical	59503	\$40.00	N/A
19 - iii	Tactical Trainer Belt	5.11 Tactical	59409	\$45.00	N/A
19 - iv	1.5 Belt	Cal.Uniforms	6010	\$27.50	N/A
19 - v	BDU Belt 1.5"	First Tactical	143001	\$20.00	N/A
19 - vi	Tactical Belt 1.5"	First Tactical	143009	\$40.00	N/A
19 - vii	Warden Belt	Blauer	B006	\$28.00	N/A
19 - viii	Defender Duty Belt	Blauer	B011	\$66.00	N/A
19 - ix	Defender Duty Buckle	Blauer	BB001	\$34.00	N/A
20.	Jackets or Winter Coat				
20 - i	Packable Jacket	5.11 Tactical	48035	\$40.00	Screen Front & Billboard
20 - ii	Chameleon Softshell Jacket 2.0	5.11 Tactical	48373	\$130.00	Screen Front & Billboard
20 - iii	Sabre Jacket 2.0	5.11 Tactical	48112	\$300.00	Screen Front & Billboard
20 - iv	Double Duty Jacket	5.11 Tactical	48096	\$150.00	Screen Front & Billboard
20 - v	Responder Parka 2.0	5.11 Tactical	48378	\$230.00	Screen Front & Billboard
20 - vi	Tactical Fleece 2.0	5.11 Tactical	78026	\$125.00	Screen Front & Billboard
20 - vii	Men's Tactix Softshell Jacket	First Tactical	118503	\$135.00	Screen Front & Billboard
20 - viii	Women's Tactix Softshell Jacket	First Tactical	128503	\$135.00	Screen Front & Billboard
20 - ix	Men's Tactix Softshell Pullover	First Tactical	118508	\$115.00	Screen Front & Billboard
20 - x	Women's Tactix Softshell Pullover	First Tactical	128508	\$115.00	Screen Front & Billboard
20 - xi	Pack-It Jacket	First Tactical	118509	\$75.00	Screen Front & Billboard
20 - xii	Crowley Soft Shell Jacket	Carhartt	CT102199	\$110.00	Screen Front & Billboard
20 - xiii	Softshell Fleece Pullover	Blauer	4605	\$95.00	Screen Front & Billboard
20 - xiv	Softshell Fleece Jacket	Blauer	4660	\$160.00	Screen Front & Billboard

20 - xv	Men's Collective Tech Soft Shell Jacket	Port Authority	J921	\$40.00	Screen Front & Billboard
20 - xvi	Women's Collective Tech Soft Shell Jacket	Port Authority	L921	\$40.00	Screen Front & Billboard
20 - xvii	Men's Soft Shell Jacket	UNIE	JK006	\$120.00	Screen Front & Billboard
20 - xviii	Women's Soft Shell Jacket	UNIE	JK018	\$120.00	Screen Front & Billboard
20 - xix	Men's Half Zip Jacket	UNIE	JK109	\$90.00	Screen Front & Billboard
20 - xx	Women's Half Zip Jacket	UNIE	JK009	\$90.00	Screen Front & Billboard
20 - xxi	Men's Performance Jacket	UNIE	JK101	\$145.00	Screen Front & Billboard
20 - xxii	Women's Performance Jacket	UNIE	JK102	\$145.00	Screen Front & Billboard
21.	Dress Blue Shirt				
21 - i	Men's Express Short Sleeve Dress Shirt	Elbeco	CA03	\$42.00	N/A
21 - ii	Women's Express Short Sleeve Dress Shirt	Elbeco	CA33	\$42.00	N/A
21 - iii	Men's Transit Light Blue 65P/35C Shirt	Flying Cross	F1-74A48	\$44.00	N/A
21 - iv	Men's Valor Police Shirt	Flying Cross	FC 35R5886	\$76.00	N/A
21 - v	Men's Duro Poplin 65% Poly/35% Cotton Long Sleeve Shirt	Flying Cross	28A54	\$52.00	N/A
21 - vi	Women's Long Sleeve Easy Care Shirt	Port Authority	L608	\$21.00	N/A
21 - vii	Men's Long Sleeve Easy Care Shirt	Port Authority	S608	\$21.00	N/A
21 - viii	Men's Long Sleeve Polyester Supershirt	Blauer	8670	\$82.00	N/A
22.	Dress Pants				
22 - i	Men's 55% Poly/45% Wool Service Dress Blue Pants	Flying Cross	28P8696	\$115.00	N/A
22 - ii	Men's Valor 65% Poly/35% Cotton Pants	Flying Cross	F1-47400	\$80.00	N/A
22 - iii	Women's Valor 65% Poly/35% Cotton Pants	Flying Cross	F1-47400W-86	\$80.00	N/A
22 - iv	Men's TexTrop2 Polyester 4-Pocket Pants	Elbeco	E14RN	\$56.00	N/A
22 - v	Women's TexTrop2 Polyester 4-Pocket Pants	Elbeco	E9314LC	\$56.00	N/A
23.	Dress Skirt				
23 - i	Women's 100% Polyester Skirt	Flying Cross	38033	\$60.00	N/A
24.	Dress Uniform Coat				
24 - i	Poly/Wool Service Dress Coat	Flying Cross	17B8696C	\$350.00	Custom Alterations
24 - ii	Dress Coat Alterations Open & Close	UNIE	Alterations	\$35.00	Custom Alterations
24 - iii	Add Rank Piping	UNIE	Alterations	\$10.00	Custom Alterations
24 - iv	Add Maltese Crosses	UNIE	Alterations	\$5.00	Custom Alterations
24 - v	Embroider Maltese Crosses	UNIE	Alterations	\$8.00	Custom Alterations

24 - vi	Change Buttons	UNIE	Alterations	\$16.00	Custom Alterations
24 - vii	Patch Sewings	UNIE	Alterations	\$4.00	Custom Alterations
25.	Dress Uniform Hat				
25 - i	Air Force Round Top Solid Cap	Keystone Uniform Cap	R-13	\$56.00	N/A
26.	Dress Shoes				
26 - i	Men's High Gloss Duty Oxford	Bates	22141	\$80.00	N/A
26 - ii	Unisex Hi-Gloss Uniform Oxford Shoe	Tact Squad	S200	\$70.00	N/A
27.	Ties				
27 - i	3.5" Polyester Four-In-Hand Necktie	Samuel Broome	90087BK	\$9.00	N/A
28.	Brass Collar Set				
28 - i	Caption Double Bugles Side by Side	Blackinton	J51	\$9.00	N/A
28 - ii	Two Crossed Bugles	Blackinton	J52	\$9.00	N/A
28 - iii	Division Chief Three Crossed Bugles	Blackinton	J53	\$9.00	N/A
28 - iv	Deputy Chief Four Crossed Bugles	Blackinton	J54	\$9.00	N/A
28 - v	Five Crossed Bugles	Blackinton	J55	\$9.00	N/A
29.	Engraved Name Tags				
29 - i	Name Bar for Engineer and Firefighter	Blackinton	A2388	\$16.00	Custom Engraved
29 - ii	Name Bar for Captains and Chiefs	Blackinton	A2388	\$16.00	Custom Engraved
29 - iii	Serving Since Bar # for Captains and Chiefs	Blackinton	B1693	\$20.00	Custom Engraved
29 - iv	Serving Since Bar for Engineers and Firefighters	Blackinton	B1693	\$20.00	Custom Engraved
30.	Socks				
30 - i	Everyday Bamboo Crew Sock	Redback	BAML2	\$10.00	N/A
30 - ii	B.Cool Performance Ankle Sock (2-Pack)	Blauer	SKS11	\$20.00	N/A
30 - iii	B.Cool Performance 6" Sock	Blauer	SKS16-P	\$22.00	N/A
30 - iv	Performance Ankle Sock	UNIE	SO004	\$24.00	N/A
30 - x	Performance Crew Sock	UNIE	SO005	\$26.00	N/A

EXHIBIT B - CONTINUED

MANUFACTURER	DISCOUNT % FROM CURRENT MANUFACTURERS LIST	PRICE LIST PUBLICATION DATE
5.11 Tactical	-10%	2025 or most current Price List
First Tactical	-10%	2025 or most current Price List
Blauer	-10%	2025 or most current Price List
Flying Cross	-10%	2025 or most current Price List
Elbeco	-10%	2025 or most current Price List
Workwrite	-10%	2025 or most current Price List
SanMar	-10%	2025 or most current Price List
Bates	-10%	2025 or most current Price List
Haix	-10%	2025 or most current Price List
Danner Boots	-10%	2025 or most current Price List
Southwest Boot	-10%	2025 or most current Price List
Blackinton	-10%	2025 or most current Price List
Maxtac's	-10%	2025 or most current Price List
Blue Force Gear	-10%	2025 or most current Price List
Streamlight	-10%	2025 or most current Price List
Nightstick	-10%	2025 or most current Price List
Leatherman	-10%	2025 or most current Price List
Spyderco	-10%	2025 or most current Price List
Kershaw	-10%	2025 or most current Price List
Tasmanian Tiger	-10%	2025 or most current Price List
Condor	-10%	2025 or most current Price List
Premier Mfg	-10%	2025 or most current Price List
Gatorz	-10%	2025 or most current Price List
Spy	-10%	2025 or most current Price List
Bolle	-10%	2025 or most current Price List
Revision	-10%	2025 or most current Price List
Mechanix Gloves	-10%	2025 or most current Price List

EXHIBIT C TO AGREEMENT 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.

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**

NONE