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PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT SERVICES

WATER RECLAMATION FACILITY IMPROVEMENTS PHASE 3
PROJECT NO. WW2401.452

Council Date: October 15, 2026

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of _____, 2026, ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and Wilson Engineers, LLC**,** an Arizona company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide construction management services for Water Reclamation Facility Improvements Phase 3 project ("Project") as more fully described in Exhibit "A" ("Services"), which is attached to and made a part of this Agreement by this reference.

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

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

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SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires 1159 calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed $4,960,271.21 for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Adam Kleiser, Construction Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3325 Email: Adam.Kleiser@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Wilson Engineers, LLC
	Mailing Address:	1620 West Fountainhead Parkway, Suite 501 Tempe, AZ 85282
	Physical Address:	1620 West Fountainhead Parkway, Suite 501 Tempe, AZ 85282
	Statutory Agent Name:	Corporation Service Company
	Statutory Agent Mailing Address:	7955 South Priest Drive, Suite 102 Tempe, AZ 85284
	Statutory Agent Physical Address:	7955 South Priest Drive, Suite 102 Tempe, AZ 85284
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Uday Gandhe, P.E.
	Title:	Principal
	Phone:	480-893-8860
	Email:	Uday.gandhe@wilson-engineers.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant

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agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses

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(including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

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

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on

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architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other

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Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

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

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section,

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of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable

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harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

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

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Subconsultant Documents with Consultant (if applicable)
Exhibit F - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

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

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

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

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

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

Mayor

RECOMMENDED BY:

Leticia Vargas September 29, 2026
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
WILSON ENGINEERS, LLC

Uday Gandha September 29, 2026
Signature Date

Uday Gandha
Print Name

Principal
Title

uday.gandhe@wilson-engineers.com
Signer Email Address

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EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

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EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
WATER RECLAMATION FACILITY IMPROVEMENTS PHASE 3

GENERAL DESCRIPTION

The City of Chandler is completing the Water Reclamation Facility Improvements Phase 3 Project at the Airport Water Reclamation Facility (AWRF) and Ocotillo Water Reclamation Facility (OWRF) sites. The City has selected the CMAR delivery method and intends to complete the Phase 3 construction. This Construction Management scope of work includes effort by Wilson Engineers (Consultant) and will involve Project Administration, Engineering, Resident Services, construction inspection, plant operations coordination, startup and commissioning support, project closeout, and record drawings.

At the AWRF, the Phase 3 work covered by this scope includes construction management of the following areas: the new Fuel Storage Tank, Aeration Basins 5 and 6, Headworks, Chemical Storage Improvements, Influent Pump Station rehab, Secondary Clarifiers 1 through 4, Disc Filters, Flow Metering Manhole replacement, site/civil Improvements, process mechanical work, electrical work, field instrumentation, and associated structural work. At the OWRF, the work includes construction management of the following areas: Clarifier No. 3, MLE IMLR Pump No. 7, MBR Bioreactor Basins 1 and 2, the new Switchgear and Anoxic Electrical Buildings, the new Fuel Storage Tank, Effluent Pump Station Structural Rehab, ductbanks, switchgear and electrical distribution upgrades, electrical cutovers, site/civil improvements, process mechanical work, field instrumentation, and associated structural and architectural work.

The AWRF Non-Hazardous Liquid Waste (NHLW) Station construction and Administration Building improvements will not be included in this scope of services. PLC/SCADA programming, HMI development, network configuration, control-system programming, and SCADA integration services are also not included in this scope. This Contract may be amended at the City's discretion to include the aforementioned items at a later date.

The level of effort is based on the CMAR schedule dated August 21, 2026. The schedule identifies procurement and submittal activities preceding field construction, active construction at AWRF and OWRF beginning in 2027, project closeout beginning in January 2029, Substantial Completion on April 24, 2029, and Final Completion on May 22, 2029. Consultant staffing will be coordinated with the Contractor's actual sequencing and concurrent work fronts at both facilities.

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant will conduct a project pre-construction / procurement coordination conference. Consultant will identify services to be provided by Consultant and discuss communication, document-control, inspection,

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testing, and coordination procedures. Consultant will prepare an agenda and distribute meeting minutes.

ii. Consultant will review the Contractor's initial administrative submittals applicable to Consultant's services, including the baseline CPM schedule, schedule of values, submittal schedule, procurement sequence, quality-control plan, and inspection / testing coordination requirements.

iii. Consultant will coordinate the transition from procurement to field installation, including long-lead delivery interfaces, planned shutdowns, construction access, City operations coordination, and sequencing of work at the AWRF and OWRF.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant will conduct weekly construction meetings. Each meeting will include, as applicable, agenda and minutes; progress and schedule; Requests for Information (RFI); Shop Drawings; Requests for Proposal (RFP); Field Directives (FD); material certification and testing; payment applications; MOPOs and shutdowns; startup and commissioning; and action-item tracking.

ii. Consultant assumes up to one hundred thirty-two (132) weekly meetings through Final Completion. The assumed quantity reflects the Contractor's current schedule and the anticipated overlap of procurement and construction activities at both facilities.

B. Task 2.2 CPM Schedule

i. Consultant's opinions concerning scheduling documents produced or used by the Contractor are for information and not controlling on the Contractor. The Contractor remains solely responsible for its means, methods, sequences of construction, and achievement of the Contract time requirements.

ii. Consultant will review and critique the Contractor's baseline progress schedule in accordance with the construction documents. Consultant will examine work sequence, durations, procurement, interim milestones, MOPOs and shutdowns, startup and commissioning, Substantial Completion, and Final Completion. Consultant will prepare review comments and recommendations for acceptance.

iii. Consultant will review monthly schedule updates, compare progress accomplished to planned progress, identify significant discrepancies and critical-path concerns, and coordinate schedule status with the City and Contractor. Consultant assumes the baseline review and up to thirty (30) monthly schedule-update reviews.

C. Task 2.3 Requests for Information (RFI's)

i. Consultant will issue necessary interpretations and clarifications of the construction documents and respond to technical or design-related questions submitted by the City and/or Contractor. Consultant will coordinate

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responses among applicable engineering disciplines and serve as the City's technical advisor for resolution of design interpretation issues.

ii. Consultant will prepare and maintain an RFI log and track response status. Consultant assumes a maximum of three hundred (300) RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. Consultant will receive, review, evaluate, and distribute shop drawings, product data, samples, test results, procedures, calculations, equipment data, and other information required by the construction documents. Consultant review will be for conformance with the design concept and requirements of the construction documents and will not extend to Contractor means, methods, sequences, techniques, safety precautions, or construction procedures.

ii. Consultant will maintain a submittal log showing receipt, distribution to applicable disciplines, return dates, and review action. Consultant will review requests for substitutions for conformance with the Project design concept and construction documents.

iii. Task effort is based on receiving an estimated five hundred fifty (550) first-cycle shop drawing / product-data submittals. Submittal review effort is based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of first submittals will require a second review. Major redesign resulting from substitutions or Contractor-initiated deviations is not included.

E. Task 2.5 Requests for Proposal (RFP) / Change Orders

i. Consultant will prepare or support Requests for Proposal documents detailing requested changes; review and evaluate Contractor responses, cost deviations, and schedule impacts; prepare recommendations to the City; and maintain an RFP / change-management log. Consultant will assist the City with technical evaluation and documentation of approved changes.

ii. Consultant assumes up to thirty (30) RFP / change-order packages requiring Consultant technical review. Owner-directed scope additions or major redesign are not included within this quantity assumption.

F. Task 2.6 Field Directives (FD's)

i. Consultant, with City authorization as required, may prepare written field directives or field orders for minor changes consistent with the intent of the construction documents. Consultant will review Contractor responses and provide recommendations regarding scope, cost, and schedule impacts.

ii. Consultant assumes up to twenty-five (25) Field Directives. Multiple related field instructions may be combined into a single Field Directive. Field Directives requiring material redesign or permitting revisions are not included.

G. Task 2.7 Contractor Payment Applications

i. Consultant will review the Contractor's schedule of values and monthly payment applications in conjunction with the current CPM schedule update, Consultant field inspections, documented quantities, and observed progress.

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Consultant will prepare comments, coordinate resolution of discrepancies, and recommend payment amounts to the City.

ii. For unit-price work, Consultant's recommendation will include determination of completed quantities based on available records and field observations. Consultant assumes up to thirty (30) monthly payment applications with normal review and resubmittal coordination.

H. Task 2.8 MOPO / Plant Operations Coordination

i. Consultant will coordinate technical review of Maintenance of Plant Operations (MOPO) plans, shutdowns, bypasses, temporary pumping, equipment isolations, tie-ins, electrical cutovers, commissioning sequences, and return-to-service activities that affect ongoing plant operations. Consultant will coordinate with City operations staff and the Contractor to identify conflicts with the construction documents and operational constraints.

ii. Consultant assumes up to twenty-five (25) formal MOPO / shutdown plan packages and associated normal revisions and coordination. Consultant review does not transfer responsibility for Contractor means, methods, safety, lockout/tagout implementation, temporary facilities, or execution of the work.

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. The Resident Project Representative (RPR), Lead Construction Inspectors, electrical inspector / designer, and other Consultant representatives will be on-site and will act as directed by Consultant to assist Consultant in inspecting performance of the Work. Staffing will be adjusted to the Contractor's active work and concurrent work fronts at the AWRF and OWRF.

ii. Consultant will conduct on-site inspections of work in progress to assist in determining if the Work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents. Consultant will report when work is believed to be unsatisfactory, faulty, defective, damaged, or nonconforming and will advise when work should be corrected, rejected, uncovered, or subjected to special testing or inspection.

iii. Consultant will prepare field observation / daily inspection reports, maintain photo documentation, assist with quantity and progress verification, review testing and inspection records, and support payment-application and change-management evaluations based on field conditions.

iv. Consultant will verify that field tests, equipment inspections, vendor checkout, startup activities, and required certificates are performed or furnished as required by the construction documents and that the Contractor maintains appropriate records. Consultant will accompany visiting inspectors representing agencies having jurisdiction when required and document the outcome of those inspections.

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v. Consultant will coordinate required special inspections with the City, Contractor, and third-party testing / special-inspection providers. Consultant will review available reports for general conformance and track identified deficiencies. Laboratory testing and third-party special-inspection fees are not included unless specifically authorized by the City.

vi. The furnishing of RPR or inspection services does not make Consultant responsible for construction means, methods, techniques, sequences, procedures, safety precautions, safety programs, or the Contractor's failure to perform the Work in accordance with the construction documents.

B. Task 3.2 Landscape / Irrigation Inspection Services

i. Not Included. Limited observation of paving, decomposed granite, landscape restoration, and similar site-finish work will be performed under Task 3.1 as part of general construction inspection.

C. Task 3.3 Startup, Commissioning & Project Closeout

i. Consultant will support vendor checkout, equipment startup, performance run periods, functional testing, commissioning, electrical acceptance testing, process-system return to service, and other startup activities identified in the construction documents and Contractor schedule. Consultant will coordinate technical participation by applicable design disciplines and City operations staff.

ii. Consultant will review operation and maintenance manuals, warranties, equipment certificates, test records, training documentation, and closeout submittals for general conformance with the construction documents. Consultant will coordinate Contractor and equipment manufacturer training for City staff where required by the construction documents.

iii. Following notice from the Contractor, Consultant will conduct or participate in inspections to determine whether the Work is substantially complete, prepare or coordinate A/E punchlist items, review Contractor corrections, and support recommendations for Substantial Completion and Final Completion. Consultant will support final closeout through the scheduled Final Completion date.

iv. Warranty-period services occurring after Final Completion, including an eleven-month warranty inspection, are not included unless separately authorized by the City.

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

i. Consultant will coordinate construction-related utility conflicts, utility-location information, tie-ins, and interfaces with existing on-site utilities when required to support the Phase 3 Improvements work. Consultant will coordinate technical information with the City and Contractor. Third-party utility relocation design, utility company fees, and surveying are not included.

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5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

i. Consultant will review and verify that the Contractor's QC material test types and frequencies are generally consistent with the construction documents and applicable City requirements, review the Contractor's QC test schedule, and review available Contractor sampling, test, and inspection results for conformance with the construction documents.

B. Task 5.2 Quality Assurance (QA) / Special Inspection Coordination

i. Consultant will coordinate City-directed QA testing and special inspections, identify testing requirements from the construction documents, review available reports, and track deficiencies requiring corrective action. Independent laboratory, testing agency, and special-inspector fees are excluded unless expressly authorized by the City.

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

i. Consultant will prepare record drawings showing documented changes made during construction. Record drawing information will be based on the Contractor-maintained record set, approved RFIs, field directives, change orders, design clarifications, and other documented construction changes. Consultant will provide record-drawing deliverables in PDF and the Consultant's applicable native electronic design format.

ii. Record drawings will reflect information furnished by the Contractor and documented by Consultant during construction and are not certified field-surveyed as-built drawings. Field survey or independent verification of concealed work is not included.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

1. This scope and fee are based on the CMAR schedule dated August 21, 2026 and a service period extending through scheduled Final Completion on May 22, 2029. A material extension beyond the scheduled completion date, material acceleration, or significant resequencing that increases concurrent staffing requirements may require an amendment.
2. The fee is based on the quantity assumptions stated in the individual tasks, including up to 132 weekly meetings, 30 monthly schedule updates, 300 RFIs, 550 first-cycle submittals with the resubmittal assumption stated in Task 2.4, 30 RFP / change-order packages, 25 Field Directives, 30 payment applications, and 25 formal MOPO / shutdown plan packages.
3. Field inspection staffing is based primarily on normal weekday day-shift construction. Limited preplanned off-hours support for shutdowns, cutovers, startup, or commissioning is included within the stated level of effort; continuous second-shift, third-shift, weekend, or holiday inspection coverage is not included.
4. The AWRF NHLW Station construction is excluded from this scope and fee
5. The AWRF Administration Building improvements are excluded from this scope and fee.
6. PLC/SCADA programming, HMI development, network configuration, controls programming, SCADA integration, and related programming assistance are excluded from this scope and

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fee. Physical electrical and field-instrumentation installation review and inspection required by the Phase 3 construction documents remain included.

7. Public outreach services are not included.
8. Contractor quality control, construction means and methods, site safety, temporary works, shoring design, dewatering means and methods, lockout/tagout implementation, and Contractor sequencing remain the Contractor's responsibility.
9. Independent laboratory testing, materials testing, and third-party special-inspection fees are not included unless separately authorized by the City. Consultant coordination and review of those services is included as described in Task 5.
10. Application fees for City reviews, permits, and agency fees will be paid by the City or Contractor as required by the construction documents.
11. The Direct Expense Allowance will be used for normal reimbursable expenses associated with the Project. Items will be billed at cost and backup will be provided with pay applications.
12. Record drawings are based on Contractor-maintained redlines and documented construction changes. Field survey or independent verification of concealed work is not included.
13. Warranty-period services after Final Completion are not included unless separately authorized by the City.

The extent and limitations of the duties, responsibilities, and authority of Consultant assigned herein shall not be modified except by written agreement. City instructions to Contractor concerning matters within Consultant's assigned authority will be coordinated through Consultant unless otherwise directed by the City.

Consultant shall not be responsible for the acts or omissions of Contractor, subcontractors, suppliers, or their agents or employees, nor for Contractor's failure to perform the Work in accordance with the construction documents. Consultant efforts will be directed toward providing a greater degree of confidence for the City that the completed Work conforms to the construction documents.

Except upon written instructions from the City, Consultant will not authorize deviations from the Contract Documents; undertake the responsibilities of Contractor, subcontractors, or Contractor's superintendent; direct construction means, methods, techniques, sequences, procedures, or safety programs; or authorize occupancy of the Project in whole or in part.

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EXHIBIT "B"
COMPENSATION AND FEES

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EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE
Phase 3 - Procurement and CA&I

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 88,534.92
	SUBTOTAL TASK 1:	**$ 88,534.92**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 245,093.84
2.2	CPM Schedule	$ 122,969.00
2.3	Requests for Information (RFI)	$ 423,067.00
2.4	Shop Drawing Submittals	$ 635,698.20
2.5	Requests for Proposal / Change Orders	$ 164,367.72
2.6	Field Directives	$ 103,096.40
2.7	Contractor Payment Applications	$ 143,855.02
2.8	MOPO / Plant Operations Coordination	$ 188,742.16
	SUBTOTAL TASK 2:	**$ 2,026,889.34**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 1,994,335.46
3.3	Startup, Commissioning & Project Closeout	$ 370,873.89
	SUBTOTAL TASK 3:	**$ 2,365,209.35**
4	**UTILITY COORDINATION**	
4.1	Utility Coordination	$ 74,732.72
	SUBTOTAL TASK 4:	**$ 74,732.72**
5	**MATERIALS TESTING**	
5.1	QC Test Program Review	$ 56,796.56
5.2	QA / Special Inspection Coordination	$ 95,835.28
	SUBTOTAL TASK 5:	**$ 152,631.84**
6	**RECORD DRAWINGS**	
6.1	Record Drawings	$ 212,273.04
	SUBTOTAL TASK 6:	**$ 212,273.04**
SUBCONSULTANTS		
Motley Design Group		$ 10,000.00
Kennelly & Associates Engineering		$ 10,000.00
	SUBTOTAL SUBCONSULTANTS:	**$ 20,000.00**
ALLOWANCES		
Direct Expense Allowance		$ 5,000.00
Owner's Allowance		$ 15,000.00
	SUBTOTAL ALLOWANCES:	**$ 20,000.00**
	PROJECT TOTAL:	**$ 4,960,271.21**

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EXHIBIT "B-2"
Hours and Rates
Phase 3 - Procurement and CA&I

WILSON ENGINEERS

TASK DESCRIPTION	Principal	Sr. Professional	Sr. PM (E/I&C, Structural, G&D)	Sr. Const. PM	Project Manager / Sr. Engr.	Resident Proj. Rep. / Proj. Engineer	Design Engineer / Engineer / Proj. Prof	Const. Inspector	Sr Elec. Project Engineer / Inspector	CADD Technician	Administrative / Clerical	< PROJECT ROLE	TOTAL HOURS PER TASK
	Mike Johnson, Uday Gandhe	*Sreeram Rengaraj, Alan Palmquist, Craig Ramsey*	*Jaco Kruger, Larry Kiser, Chris Yarn*	*Craig Harms, Dave Corrie, Jeff Anson*	*Alexander Gatti, Jason Gilley Ryan Spreeman, Jason Endsley*	*Syeed Syed, Sydney Adamonis*	*Wesley Terrones, Maurena Supra, Landon Hooser, Ken May*	*Kristen Bower Martin Villanueva, Lankesh Swamy, Justin Lazenby*	*Carlos Hernandez, Elvin Ramboa, Sai Chilakalapudi*	*Amber Andrade, Timbrlee Smith, Martin Escalante*	*Mikayla Ryan, Paulina Dominguez, Kayla Sablan*	*< NAME OF PERSON*	
	$ 329.14	$ 307.51	$ 266.45	$ 252.35	$ 235.11	$ 203.75	$ 181.84	$ 163.00	$ 226.03	$ 131.66	$ 122.25	< HOURLY RATES	
1. Preconstruction Assistance	**16**	**24**	**24**	**60**	**112**	**48**	**40**	**16**	**24**	**0**	**24**		**388**
Preconstruction Assistance	16	24	24	60	112	48	40	16	24	0	24	*388*	
2. Construction Management.	**40**	**208**	**628**	**1196**	**1670**	**1580**	**1868**	**909**	**708**	**140**	**816**		**9763**
Weekly Construction Meetings	8	16	24	280	200	160	48	208	48	0	224	*1216*	
CPM Schedule	0	16	16	160	160	40	16	100	20	0	32	*560*	
Requests for Information	8	40	128	128	340	480	576	96	128	0	120	*2044*	
Shop Drawing Submittals	8	56	300	128	520	460	936	49	376	0	200	*3033*	
Requests for Proposal / Change Orders	8	24	48	160	120	80	80	56	32	140	60	*808*	
Field Directives	4	16	32	80	80	80	64	68	24	0	40	*488*	
Contractor Payment Applications	0	16	16	160	90	120	20	172	32	0	80	*706*	
MOPO / Plant Operations Coordination	4	24	64	100	160	160	128	160	48	0	60	*908*	
3. Construction Inspection	**8**	**56**	**176**	**700**	**650**	**760**	**3300**	**6320**	**699**	**0**	**212**		**12881**
Inspection Services	0	24	96	520	430	440	3120	5720	564	0	100	*11014*	
Landscape / Irrigation Inspection Services (N/A)	0	0	0	0	0	0	0	0	0	0	0	*0*	
Startup, Commissioning & Project Closeout	8	32	80	180	220	320	180	600	135	0	112	*1867*	
4. Utility Coordination	**0**	**8**	**24**	**40**	**48**	**80**	**40**	**72**	**32**	**0**	**16**		**360**
Utility Coordination	0	8	24	40	48	80	40	72	32	0	16	*360*	
5. Materials Testing	**0**	**24**	**56**	**72**	**80**	**120**	**80**	**248**	**40**	**0**	**40**		**760**
QC Test Program Review	0	8	16	24	32	40	32	104	16	0	16	*288*	
QA / Special Inspection Coordination	0	16	40	48	48	80	48	144	24	0	24	*472*	
6. Record Drawings	**0**	**24**	**64**	**80**	**160**	**120**	**240**	**96**	**80**	**140**	**80**		**1084**
Record Drawings	0	24	64	80	160	120	240	96	80	140	80	*1084*	
Subconsultants													
Motley Design Group													
Kennelly & Associates Engineering													
ALLOWANCES	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Direct Expense Allowance	0	0	0	0	0	0	0	0	0	0	0	*0*	
Owner's Allowance													
TOTAL HOURS:	64	344	972	2148	2720	2708	5568	7661	1583	280	1188		**25236**

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EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

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completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

2.5 *Cyber* Technology *Errors and Omissions, Network Security, and Privacy Liability Insurance.* The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement with a limit of not less than $3,000,000 for each occurrence, $3,000,000 aggregate. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Consultant must maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Consultant must maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Consultant contends that any of the insurance it maintains pursuant to other sections of this Exhibit C satisfies this requirement (or otherwise insures the risks described in this section), then Consultant must provide proof of same.

2.5.1. The insurance must provide coverage for the following risks:

2.5.1.1 Liability arising from theft, dissemination, 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.

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2.5.1.2 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.

2.5.1.3 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.

2.5.2. The policy must provide a waiver of subrogation.

3. Additional Policy Provisions Required.

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

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

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3.2. *Insurance Cancellation During Term of Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

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

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

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT "D"
SPECIAL CONDITIONS

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

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

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

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

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.

2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

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3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.

4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars ($1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

7. **Consultant and Subconsultant Worker Background Screening**. Consultant agrees that all contract workers and subconsultants (collectively "Contract Worker(s)") that Consultant furnishes to City under this Agreement will be subject to background and security checks

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and screening as set forth in this Section (collectively "Background Screening") at Consultant's sole cost and expense. As part of the Background Screening, Consultant must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Consultant must comply with all applicable laws, rules, and regulations. Consultant further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of Consultant's services under this Agreement or Consultant's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Consultant and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

8. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Consultant agrees that all Contract Workers, including the Consultant, if the Consultant is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Consultant warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Consultant must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a social security (SSN) trace, a national criminal databased check with source verification, and a sex offender database search.

9. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

10. **Consultant Certification**. By executing this Agreement, Consultant certifies that Consultant has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Consultant further certifies that any Background Screening information to be furnished to City related to Consultant or its Contract Workers will be complete, current, and accurate. A Contract

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Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

11. **Terms of This Section Applicable to all of Consultant's Contracts and Subcontracts**. Consultant must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

12. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Consultant will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Consultant must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Consultant or City for failure to satisfy this Section.

Continuing Duty, Audit. Consultant's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Consultant must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Consultant must maintain all records and documents related to all Background Screenings and City reserves the right to audit Consultant's compliance with this Section under the terms of this Agreement.

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EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

N/A

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EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A