	Contract Amendment I		Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
	Contract ID: CTR058871		
	Contractor: CAROLLO ENGINEERS, INC.		
	Contract Amendment #1	Date: 10/12/2023	

ADOA ON-CALL CIVIL ENGINEERING SERVICES

The above-mentioned contract is hereby amended as follows: In accordance with the Special Terms and Conditions, Section 5.0, Contract Changes.

SPECIAL TERMS AND CONDITIONS:

4.0 Costs and Payments

4.1 DELAY CAUSED IN WHOLE OR IN PART BY DESIGN PROFESSIONAL

If delay in the completion of the Project is caused by the negligent actions or inaction of the Design Professional, the Design Professional shall indemnify the Agency against all reasonable Costs, expenses, liabilities, or damages resulting from such delay. In addition, the Design Professional at its own expense shall provide all Services (whether provided by the Design Professional itself or a Design Professional Subconsultant necessary to bring the Project back into compliance with the Schedule.

9.0 Contract Termination

9.1 TERMINATION FOR DEFAULT-DESIGN PROFESSIONAL

- 1) In addition to all other rights reserved to it under the Contract, Agency may terminate the Contract due to Design Professional's failure to:
 - a) Comply with any term or condition of the Contract;
 - b) Comply with any warranty made by Design Professional under the Contract;
 - c) Obtain and maintain all required insurance policies, bonds, licenses and/or permits;
 - d) Make satisfactory progress in carrying out the Work; or
 - e) Furnish Agency with assurances satisfactory to Agency evidencing Design Professional's ability to complete the Work in compliance with all the requirements of the Contract.
- 2) Procurement Officer shall give written notice of the termination and the reasons for it. Upon receipt of written notice by Agency, Design Professional shall immediately discontinue all Services and will immediately terminate placing orders or entering into Subcontracts for Services, supplies, assistance, facilities or Materials in connection with this Contract. In addition, Design Professional shall proceed to cancel promptly all existing Subconsultants insofar as they are related to this Contract.
- 3) Upon termination under this paragraph, all documents, data and reports prepared by Design Professional under the Contract and all attributable Work in progress, Work completed, and Work accepted will become Agency's property, and Design Professional shall deliver all of it to Agency immediately upon a demand made by Agency.
- 4) Upon termination under this paragraph and as soon as practicable after receipt of notice of termination, the Design Professional shall submit a statement, showing in detail the Services performed but not paid for under this Contract to the date of termination. Agency shall then pay Design Professional promptly the accrued and unpaid Services to the date of termination, to the extent the Services are approved by Agency.

- 5) Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Services to replace those that were to have been provided or performed by Design Professional and/or Design Professional's Subcontractors, and Design Professional will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. Agency shall ascertain Cost to complete the balance of the Work under this Contract. If the Cost to complete the balance of the Work is greater than the unpaid Contract amount, Agency shall retain all unpaid balances and, in addition, Design Professional shall pay directly to Agency the difference in the unpaid balance and the Cost to complete the Work.
- 6) In the event the Agency terminates the Contract for default, the Agency shall be entitled to recover from the Design Professional any and all reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness and/or consultant fees and any and all expenses, fees, and costs from appellate proceedings).
- 7) If a termination of this Contract by Agency for default later is determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Design Professional's remedies and compensation shall be limited to those for a termination for convenience under the Contract.
- 8) Except as expressly provided in this paragraph, in no case shall Agency pay Design Professional any additional monies other than those previously paid under the Contract.

11.0 DESIGN PROFESSIONAL RESPONSIBILITIES

11.1 MANAGEMENT OF SCHEDULE.

The Design Professional is responsible for timely completion of all its activities, responsibilities, and obligations under this Contract in accordance with the approved Schedule as amended and approved by the Agency. The Agency shall seek the Design Professional's input if any change in the Agency's requirements affects the Schedule. The Design Professional acknowledges and agrees, absent fault of the Agency or force majeure, that if the agreed-upon design milestones in the Schedule are not met, the Design Professional will, at its own expense, accelerate the Work, including accelerating the Work to be performed by (or replace) delinquent Design Professional Sub-contractors and retain such resources as necessary to return the Project to compliance with the Schedule.

ATTACHED: Full Special Terms and Conditions revised by Amendment I.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in APP by an authorized representative of the Contractor and applied to the contract in APP by the Procurement Officer or delegate.

SPECIAL TERMS AND CONDITIONS AMENDED

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- 1.1 Co-Op Buyer** “Co-Op Buyer” means a member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing “eligible procurement unit” under A.A.C. R2-7-101(23).
- NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
- 1.2 Eligible Agency** “Eligible Agency” in the use of this contract shall mean any State of Arizona agency, university, commission, or board. The State reserves the right to expand the definition of “Eligible Agency” to include Co-Op Buyer as defined in the Special Terms and Conditions paragraph 1.2 at time of a Contract Extension.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 Contract Administration and Operation

- 3.1 Term of Contract** The term of the Contract will commence on the date indicated on the Acceptance and continue for a term not to exceed five (5) years unless canceled, terminated, or permissibly extended.

4.0 Costs and Payments

- 4.1 Delay Caused in Whole or In Part by Design Professional** If delay in the completion of the Project is caused by the negligent actions or inaction of the Design Professional, the Design Professional shall indemnify the Agency against all reasonable Costs, expenses, liabilities, or damages resulting from such delay. In addition, the Design Professional at its own expense shall provide all Services (whether provided by the Design Professional itself or a Design Professional Sub-consultant necessary to bring the Project back into compliance with the Schedule.

5.0 Contract Changes

No modifications to uniform terms and conditions section

6.0 Risk and Liability

6.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule,

regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2 Insurance Requirements

6.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

6.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

6.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

6.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000

- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

6.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000
- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, 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 Contract is completed.
- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

6.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 6.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 6.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 6.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 6.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The

State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

6.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

6.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

9.1 Termination for Default – Design Professional

- 1) In addition to all other rights reserved to it under the Contract, Agency may terminate the Contract due to Design Professional's failure to:
 - a) Comply with any term or condition of the Contract;
 - b) Comply with any warranty made by Design Professional under the Contract;
 - c) Obtain and maintain all required insurance policies, bonds, licenses and/or permits;
 - d) Make satisfactory progress in carrying out the Work; or
 - e) Furnish Agency with assurances satisfactory to Agency evidencing Design Professional's ability to complete the Work in compliance with all the requirements of the Contract.
- 2) Procurement Officer shall give written notice of the termination and the reasons for it. Upon receipt of written notice by Agency, Design Professional shall immediately discontinue all Services and will immediately terminate placing orders or entering into Subcontracts for Services, supplies, assistance, facilities or Materials in connection with this Contract. In addition, Design Professional shall proceed to cancel promptly all existing Subconsultants insofar as they are related to this Contract.
- 3) Upon termination under this paragraph, all documents, data and reports prepared by Design Professional under the Contract and all attributable Work in progress, Work completed, and Work accepted will become Agency's property, and Design Professional shall deliver all of it to Agency immediately upon a demand made by Agency.
- 4) Upon termination under this paragraph and as soon as practicable after receipt of notice of termination, the Design Professional shall submit a statement, showing in detail the Services performed but not paid for under this Contract to the date of termination. Agency shall then pay Design Professional promptly the accrued and unpaid Services to the date of termination, to the extent the Services are approved by Agency.
- 5) Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Services to replace those that were to have been provided or performed by Design Professional and/or Design Professional's Subcontractors, and Design Professional will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. Agency shall ascertain Cost to complete the balance of

the Work under this Contract. If the Cost to complete the balance of the Work is greater than the unpaid Contract amount, Agency shall retain all unpaid balances and, in addition, Design Professional shall pay directly to Agency the difference in the unpaid balance and the Cost to complete the Work.

- 6) In the event the Agency terminates the Contract for default, the Agency shall be entitled to recover from the Design Professional any and all reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness and/or consultant fees and any and all expenses, fees, and costs from appellate proceedings).
- 7) If a termination of this Contract by Agency for default later is determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Design Professional's remedies and compensation shall be limited to those for a termination for convenience under the Contract.
- 8) Except as expressly provided in this paragraph, in no case shall Agency pay Design Professional any additional monies other than those previously paid under the Contract.

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 Design Professional Responsibilities

11.1 Management of Schedule The Design Professional is responsible for timely completion of all its activities, responsibilities, and obligations under this Contract in accordance with the approved Schedule as amended and approved by the Agency. The Agency shall seek the Design Professional's input if any change in the Agency's requirements affects the Schedule. The Design Professional acknowledges and agrees, absent fault of the Agency or force majeure, that if the agreed-upon design milestones in the Schedule are not met, the Design Professional will, at its own expense, accelerate the Work, including accelerating the Work to be performed by (or replace) delinquent Design Professional Subcontractors and retain such additional resources as necessary to return the Project to compliance with the Schedule.

12.0 Agency Responsibilities

No modifications to uniform terms and conditions section.

13.0 Data and Information Handling

No modifications to uniform terms and conditions section.

14.0 Information Technology Work

No modifications to uniform terms and conditions section.

End of Section

Douglas A. Ducey
Governor



Andy Tobin
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

1400 W. WASHINGTON ST., SUITE B200
PHOENIX, ARIZONA 85007
(602) 542-1500

February 7, 2022

Carollo Engineers, Inc.

Jessica Dresang, PE, Vice President
4600 E. Washington Street, Suite 500
Phoenix, AZ 85034
(602) 236-9500
Sent via e-mail to: JDresang@carollo.com

Re: Award of Contract No. CTR058871 for ADOA On-Call Civil Engineering Services.

Dear Ms. Dresang,

Thank you for submitting a response to Request for Qualifications No. BPM004132. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on February 7, 2022.

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation. The procurement file for this solicitation, including evaluation documents and resultant contracts, will be available for public viewing via the State's e-Procurement system, APP within 10 days.

Please return to me a current Certificate of Liability Insurance by Thursday, February 17, 2022. On your certificate, please include: CTR058871 ADOA On-Call Civil Engineering Services.


You are cautioned not to begin any work under the contract until you have been issued a purchase order or written notice to proceed.

We look forward to working with you and if you have any questions regarding your company's contract, please contact me at crista.clevenger@azdoa.gov or (602) 542-1718.

Sincerely,

A handwritten signature in blue ink that reads "Crista J. Clevenger".

Crista J. Clevenger
Construction Procurement Manager

	Contract Amendment III		Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
	Contract ID: CTR058871 Contractor: CAROLLO ENGINEERS		
	Extension #2	Date: 12/14/2023	

ADOA ON-CALL CIVIL ENGINEERING

1. The above-mentioned contract is hereby amended as follows:
 - a. In accordance with the Special Terms and Conditions, Section 3.2 Contract Extensions, the above referenced contract shall be extended from 2/7/2024 to 2/7/2025.
 - i. 2 optional extensions remaining of a 5-year contract
 - b. All Terms, Conditions and Provisions of the contract shall remain unchanged and apply during the renewal period unless otherwise amended.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in APP by the Procurement Officer.