DEPARTMENT OF PROCUREMENT
DESIGN AND CONSTRUCTION CONTRACTING DIVISION

CONTRACT NO. 151310-01

On Call Plan Review Services

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I. INTRODUCTION

This contract is issued pursuant to Request for Qualifications (RFQ) number 151310 issued to select up to eight (8) qualified consultants to provide On-Call Plan Review Services for miscellaneous projects. Services to be provided are detailed in APPENDIX 1.

This is to establish nonexclusive "services-on-demand" retainer type professional service contracts. The contracts will be based on negotiated hourly billing rates. A scope of work and a total not-to-exceed fee amount will be negotiated as each project arises.

II. SPECIAL TERMS AND CONDITIONS

1. **SOFTWARE COMPATABILITY:** For the purposes of aiding the Consultant in the performance of their obligation under this Contract, the City shall furnish upon request all relevant data in the City's possession and shall direct City officers, agents and employees to render all reasonable assistance to Consultant in connection with Consultants performance under this Contract. The provision of such aid, assistance, information or services as received from the City shall in no way relieve the Consultant from obligations under this Contract. The City does not warrant the compatibility of City furnished data, either electronic or in any form, with the Consultant's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Consultant.

2. **INSURANCE:** The Contractor agrees to:

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

   B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Project	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Professional Liability (Errors & Omissions) - In addition to I, II, III (Licensed, registered or certified individuals expected to follow usual and customary standards of their profession i.e., Architects, Construction Managers @ Risk, Financial Services, Engineers, Physicians, Attorneys, Insurance Agents, Interpreters, consultants. If the information provided by the professional is to be used by the City in a decision making process that may have an impact to life, health, safety, and/or a significant financial impact to the City and the public.)	
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

J. Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The City may require a copy of the professional liability insurance policy to verify coverage.

3. **PROJECT AWARD:** The City intends to solicit proposals from multiple firms when practicable, or if required by the funding Agency. However, the City reserves the right to award individual Projects under this contract in any way deemed to be in the best interest of the City. The City shall not reimburse consultants for the cost of proposal preparation. Each project shall be negotiated and approved by the City Project Manager or designee prior to issuance of Notice to Proceed. The consultant shall not begin any work prior to receipt of Notice to Proceed. Individual projects not to exceed $ 50,000 unless a written wavier is obtained from the Director of Procurement.

4. **CONTRACT TERM AND RENEWAL:** The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the parties shall have the right, to renew the Contract for two (2) additional two (2) year periods, or portions thereof. In the event that the parties exercise such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

5. **RATE ADJUSTMENT:** The City will review fully documented requests for rate adjustment after any contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City will determine whether the requested rate adjustment or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the contract extension.

6. **PRINCIPAL CONSULTANT'S RESPONSIBILITY:** The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the City shall consider the extent to which the Consultant may be reasonably liable.

   Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Contract.

   If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

   The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona Certificate of Registration issued by the Board of Technical Registration for the practice of professional design services in the State of Arizona.

   Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona Certificate of Registration issued by the Arizona Board of Technical Registration.

   The Consultant shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the City.

   By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

7. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses

incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

III. STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

3. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

4. **ARBITRATION:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONFLICT OF INTEREST:** Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.

11. **CONTRACT MODIFICATIONS**: No work outside of the contracted scope of work shall begin without an executed Contract Amendment and a written Notice to Proceed. Contractor shall notify COT immediately when projected hours for individuals under contract are within no less than 20% of exceeding the proposed hours. All direction regarding tasks, deliverables and level of effort shall originate with the designated City Project Manager/Contract Representative or the Department of Procurement. No direction shall be taken from, nor shall any work commence with direction from, any other party.

12. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:

    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

13. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

15. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

16. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

17. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

18. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

19. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

20. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

21. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson and Regional Transportation Authority (RTA), its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, but only to the extent caused by negligence, recklessness or intentional wrongful conduct including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City. If Consultant or any of Consultant's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Consultant shall indemnify the City from and shall pay any assessed tax penalty.

22. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social

security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

23. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

24. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

25. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

28. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

29. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

30. **PATENT INFRINGEMENT:** The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

    If appropriate, the Consultant shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

31. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

32. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

33. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

34. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

    Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

35. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

36. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

37. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

38. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

39. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

40. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

41. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

42. **SUSPENSION OF WORK:**

A. The City may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City.

B. The Consultant agrees that no charges or claims for damages shall be made against the City for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the City of any of the rights herein.

43. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

44. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

45. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

CITY OF TUCSON DEPARTMENT O. ..OCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P. O. BOX 27210, TUCSON, AZ 85726-7210
DAN..LONGANECKER@TUCSONAZ.GOV

CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

OFFER TO THE CITY OF TUCSON:

The Consultant hereby offers to provide the services listed in the attached contract and based upon the Request for Qualifications, including all terms, conditions, specifications, scope of work, amendments, offers and subsequent negotiations, as accepted by the City.

Stantec Consulting Services, Inc.
Company Name

5151 E. Broadway Blvd, Suite 400
Address

Tucson AZ 85711
City State Zip

Signature of Person Authorized to Sign

Hubert L. Stone
Printed Name

BC Discipline/Sector Leader
Title

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Consultant is now bound to provide the services listed in the attached contract and based upon the Request for Qualifications, including all terms, conditions, specification, scope of work, amendments, the Consultants Offer and subsequent negotiations, as accepted by the City.

This contract shall henceforth be referred to as **Contract No. 151310-01.** The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives a purchase order, or is otherwise directed to do so in writing by the undersigned.

CITY OF TUCSON, a municipal corporation

Approved as to form this 21st day of Oct, 2015.

As Tucson City Attorney and not personally

Awarded this 21 day of October, 2015.

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Director of Procurement and not personally

IV. APPENDICES:

APPENDIX 1 – SCOPE OF PROFESSIONAL SERVICES

APPENDIX 2 – FEE ESTIMATE SUMMARY

APPENDIX 3 – INSURANCE

CITY OF TUCSON DEPARTMENT OF PROCUREMENT

DESIGN, CONSTRUCTION & MAINTENANCE
CONTRACTING DIVISION

CONTRACT 151310

ON CALL PLAN REVIEW SERVICES

APPENDIX 1 – SCOPE OF PROFESSIONAL SERVICES

CONTRACT 151310: ON CALL PLAN REVIEW SERVICES

SCOPE OF WORK

I. INTRODUCTION

The City of Tucson, hereinafter referred to as "City", intends to hire up to EIGHT (8) consultants to perform expedited plan review on an "as-needed", "if-needed" basis, as specified herein. The successful consultants may perform both Internal (2nd Party) and External (3rd Party) plan review for the Planning and Development Services Department (PDSD).

II. DETAILED SERVICES

1. REQUIREMENTS

A. Consultants shall adhere to all applicable requirements while performing work under this Contract, as specified in Chapter 1 of the International Building Code, the most current and applicable building codes with the respective local amendments, Development Standards, and the Floodplain Ordinance; as well as with the applicable Arizona Revised Statutes; and any other applicable codes and manuals; as they may apply to the services provided.

B. Consultant's responsible supervisor(s) shall be registered by the State of Arizona to practice the services required herein. Plan reviewers shall be certified as such by the International Code Council (ICC) or shall be a registered architect or engineer in the State of Arizona. Registration and/or Certification number is to be submitted to Development Services annually.

2. GENERAL

A. The Consultant shall perform plan review for conformance with the applicable Trade Codes (Adopted Building, Fire, Existing Building, Electrical, Mechanical, Plumbing, Energy Conservation and Outdoor Lighting Codes), General Plan, Land Use Code, Development Standards and Floodplain Ordinance, local ordinances, Arizona Revised Statutes, and any other relevant laws and regulations, and related functions for the City in accordance with the terms described herein. Consultant understands and agrees that this is not an exclusive contract. The City's authorized staff will determine when to utilize the services described herein.

3. QUALITY OF WORK

A. The Consultant shall be responsible for the completeness and accuracy of all services rendered, and for the correction of all errors and omissions committed while performing said services, at no additional cost to the City of Tucson.

4. DOCUMENTATION

A. All calculations, notes, and documents produced by the Consultant while performing under this contract shall be presented to and shall become property of the City. The Consultant may retain the originals and prepare copies of said documents for the City at the Consultant's expense.

5. PLANS AND SPECIFICATIONS

A. The City shall provide the Consultant with one set of plans, specifications, calculations and any other related documents to the Consultant at no charge. The City may provide these documents in an electronic format.
B. Consultant may make copies of said documents, at their expense, to use as a check set and note corrections/changes required to meet the applicable codes, ordinances, etc.

C. The consultant shall retain all noted check sets and related documents for a period of at least twelve (12) months from the date of approval.

6. PLAN REVIEW FINDINGS AND APPROVAL

A. The Consultant, upon completion of the inspections of the review shall submit to the PDSD and the applicant, if applicable for External (3rd Party) reviews, a written itemized list, in a mutually agreed upon format, which describes all the necessary corrections required in order to obtain structural, architectural, ADA approval. The Consultant may also make corrections in writing to the permit card information and notify the City of such. The Consultant shall also sign the appropriate plan review record.

B. Should the consultant find the submitted comments in compliance with all of the applicable codes, ordinances, etc., related to the applicable plan review, an approval letter signed by the consultant shall be forwarded to the Planning and Development Services Department and the applicant, and the consultant shall sign the appropriate plan review record and the plans.

7. ADVICE AND CONSULTATION

A. The Consultant shall be available, during City working hours, to the Planning and Development Services Department staff for advice and consultation services regarding the interpretation of the review documents, and review comments during the course of this Contract, at no additional expense to the City.

B. Within 24 hours upon request by the Planning and Development Services Department, the Consultant shall be available during City working hours for conference with applicants and owners to answer questions regarding the plan review comments produced under this Contract.

8. WORK LOCATION

A. The City will not provide any workspace, facilities, or equipment for the purpose of plan review, except for scheduled conferences and single trade Internal (2nd Party) reviews which shall take place at PDSD.

9. CONFLICT OF INTEREST

A. The Consultant shall not have a private or personal interest in the plans under review. See City of Tucson Administrative Directive No. 2.02-14 for further discussion on "Conflict of interest'.

10. INTERNAL (2nd Party) PLAN REVIEW

A. Under an Internal or 2nd Party Plan review, the consultant shall supplement PDSD review staff in order to meet plan check requirements. The Consultant shall be responsible for reviewing plans for compliance with City of Tucson Building, Plumbing, Mechanical and Electrical Codes. PDSD does not currently have an Electrical reviewer in-house and Mechanical and Plumbing expertise is limited as well. As such, PDSD is seeking Consultant teams that provide expertise in Plumbing, Mechanical and Electrical reviews. Engineering, Zoning, Water and Fire reviews shall still be completed by PDSD.

B. Once the PDSD has determined that a certain project should be sent to the Consultant for a complete 2nd Party plan review, the consultant shall be notified. The Consultant shall make the necessary arrangements for transfer of the documents from PDSD. The plans will be available for pick up on the day of notification. Plans not picked up within one work day of notification will be re-assigned to another agency. Unless approved otherwise by PDSD, the plan review shall be completed no later than five (5) working days for residential and twenty (20) working days for commercial plans up to $5,000,000.00 from the date of notification. The review period for plans having a valuation over $5,000,000.00 shall be negotiated prior to issuance of the notice to proceed.
Failure to meet the established review deadlines may be cause for the City seeking contractual remedies including and up to contract termination.

C. It is the City's intent to issue work assignments to a pool of up to EIGHT (8) consultants on a rotating/sequential basis as needed. Should the consultant not be able to perform such services, for any reason, at the time of assignment, then the work may be assigned to the next consultant in line, and the Consultant shall be moved to the bottom of the list.

However, circumstances may warrant that work assignments may not be issued on a rotating/sequential basis and instead shall be issued in a manner that is in the best interest of the City.

In some cases, a single-trade review will be requested by PDSD. Those reviews will take place at the Department as a part of the integrated in-house review process.

11. EXTERNAL (3rd PARTY) PLAN REVIEW

A. Any permit applicant, pending PDSD approval, may be allowed to use the Consultants services under an External or 3rd Party Review. The consultant shall contract independently with the applicant and the review fee will be negotiated between the review agency and the client (not PDSD). As with Internal Reviews, Engineering, Zoning, Water and Fire reviews shall still be completed by PDSD. In addition:

- PDSD reserves the right to limit by valuation any plan or project taken to 3rd Party.
- Valuations are determined by the PDSD Director.
- Plans shall be submitted to PDSD and have the contract signed prior to review by the review agency.
- If an applicant chooses to use third party plan review they must use an entity which is on the PDSD list of active third party plan review agencies.
- If a party uses third party review they are responsible for:
  a. Tracking their plan at the third party review agency.
  b. Obtaining review comments from the third party review agency and not Development Services.
  c. Managing the review performance of the third party plan review agency since in most instances the third party plan review agency will require the execution of a separate contract between itself and the party utilizing their services.
  d. Dealing with any payment, timing of review, or quality of review disputes arising from use of third party plan review or the third party plan review agency.

III. COMPENSATION AND METHOD OF PAYMENT FOR INTERNAL (2ND Party) REVIEW

1. INTERNAL (2nd PARTY) PLANS REVIEW FOR PDSD

A. In consideration of the performance of the services described in the Scope of Services, the City shall pay the Contractor a fee based on either the PDSD standard hourly rate sum or according to the following rates of compensation, as may be applicable to the particular area or areas contracted for by the City:

- Structural/Architectural at 40% of the plan review fee as established, and as may be revised by the City.
- Electrical at 10% of the plan review fee as established, and as may be revised by the City.
- Plumbing and Mechanical at 10% each of the plan review fee as established, and as may be revised by the City.

2. INVOICING

A. The invoice, valuation table and/or the hourly rate of review and number of review hours are to be provided at the time the plans are returned to Development Service. The Planning and Development Service activity number, and the address of the project are to be clearly stated on the invoice.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT

DESIGN, CONSTRUCTION & SERVICES
CONTRACTING DIVISION

CONTRACT 151310

ON CALL PLAN REVIEW SERVICES

APPENDIX 2 – FEE ESTIMATE SUMMARY

FEE ESTIMATE SUMMARY

DATE: 10/5/2015

PROJECT: **On-Call Plan Review Services**

PREPARED BY: Bert Stone, Sector/Discipline Leader CONTRACT NUMBER **151310**

EFFECTIVE DATE _____ PRIME CONTRACTOR Stantec Consulting Services INC

CONTRACT TIME _____ CONTRACT TYPE _____

			A	B	C	D
ITEM NO.	FIRM	Discipline	Direct Labor Rate	Overhead 180.3%	Profit 10 %	Billing Rate
1	Stantec	Building Official/PM	$ 47.03	$ 84.79	$ 13.18	$ 145.00
2	Stantec	Associate A/E Reviewer	$ 34.06	$ 61.40	$ 9.54	$ 105.00
3	Stantec	Plan Reviewer	$ 31.46	$ 56.72	$ 8.82	$ 97.00
4	Stantec	Clerical	$ 24.00	$ 43.27	$ 6.73	$ 74.00

Formulas

(A) Direct Labor Rate

(B) Overhead @ _____ % X (A)

(C) Profit @ _____ % X (A + B)

(D) Billing Rate (A+B+C)

CITY OF TUCSON DEPARTMENT OF PROCUREMENT

DESIGN & CONSTRUCTION CONTRACTING DIVISION

DESIGN, CONSTRUCTION & SERVICES CONTRACTING DIVISION

CONTRACT 151310

ON CALL PLAN REVIEW SERVICES

APPENDIX 3 – INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME: ANDREA OTTO PHONE (A/C, No, Ext): 1-952-807-0679 FAX (A/C, No): 1-312-381-6608 E-MAIL ADDRESS: ANDREA.OTTO@AON.COM
INSURED STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ZURICH AMERICAN INSURANCE COMPANY — 16535 INSURER B: SENTRY INSURANCE A MUTUAL COMPANY — 24988 INSURER C: ZURICH INSURANCE COMPANY INSURER D: SENTRY INSURANCE A MUTUAL COMPANY — 24988 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1287 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL/CROSS LIABILITY X OWNERS & CONTRACTORS PROTECTIVE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC	X		GLO5415704 XCU COVER INCLUDED	05/01/15	05/01/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 300,000 10,000 2,000,000 4,000,000 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		90-17043-08	05/01/15	05/01/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/15	05/01/16	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	90-17043-06	05/01/15	05/01/16	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

PHOENIX, AZ. STANTEC PROJECT # 1852, CLIENT PROJECT # QUALIFICATIONS NO. 151310, RE: ON - CALL PLAN REVIEW. CITY OF TUCSON IS ADDED AS ADDITIONAL INSURED BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THIS COVER IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON CONTRIBUTORY. WAIVER OF SUBROGATION IS INCLUDED. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSUREDS. ENDORSEMENTS # CG 20 10 07 04, CA 20 48 02 99 AND WC 00 03 13 ARE ATTACHED.

CERTIFICATE HOLDER

CITY OF TUCSON
ATT: DAN LONGANECKER, CPPB,
PRINCIPAL CONTRACT OFFICER,
P. O. BOX 27210
TUCSON AZ 85726-7210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrea R. Otto

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POLICY NUMBER: GLO5415704 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name Of Additional Insured Person(s) Or Organization(s): City of Tucson

Location(s) Of Covered Operations: AS PER WRITTEN CONTRACT

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NAMED INSURED: Stantec Inc. CONSULTANT INSURED: Stantec Consulting Services Inc.

Attached to and forming part of Policy of the Zurich American Insurance Company.
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC., EDMONTON, ALBERTA

Branch.file A I Work # CG 20 10 07 04

POLICY NUMBER: 90-17043-08 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B. General Conditions, 5. Other Insurance, c is amended by the additional of the following sentence:
The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

NAMED INSURED: Stantec Inc. CONSULTANT INSURED: Stantec Consulting Services Inc.

SCHEDULE
Name of Person(s) or Organization(s): City Of Tucson

Attached to and forming part of this Policy of SENTRY INSURANCE A MUTUAL COMPANY
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC. EDMONTON, ALBERTA

Branch.file PC AUTO #CA 20 48 02 99

POLICY NUMBER: 90-17043-06 WORKERS COMPENSATION AND EMPLOYERS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

SCHEDULE
Name of Person or Organization: City Of Tucson

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

NAMED INSURED: Stantec Inc. CONSULTANT INSURED: Stantec Consulting Services Inc.

Attached to and forming part of this Policy of SENTRY INSURANCE A MUTUAL COMPANY.
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC., EDMONTON, ALBERTA

WAIVER CONTRACT #WC 00 03 13

Serial #: 1287

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

AON REED STENHOUSE INC.
900 - 10025 - 102A AVENUE
EDMONTON AB T5J 0Y2

CONTACT NAME: TAMMIE BESON
PHONE (A/C, No, Ext): 1-780-423-9462 FAX (A/C, No): 1-780-423-9876
E-MAIL ADDRESS: TAMMIE.BESON@AON.CA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E: CERTAIN U/W'S AT LLOYDS OF LONDON	37540
INSURER F: (BEAZLEY)	

INSURED

STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48TH STREET
PHOENIX AZ 85044

COVERAGES **CERTIFICATE NUMBER:** 990 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
E	PROFESSIONAL LIABILITY INCLUDING CONTRACTOR'S POLLUTION LIABILITY	N/A		QC1505150 NO RETROACTIVE DATE	08/01/15	08/01/16	CLAIM AND AGGREGATE LIMIT $3,000,000 INCLUSIVE OF COSTS CLAIMS MADE BASIS	

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

PHOENIX, AZ. STANTEC PROJECT # 1852, CLIENT PROJECT # QUALIFICATIONS NO. 151310, RE: ON - CALL PLAN REVIEW. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

CITY OF TUCSON
ATT: DAN LONGANECKER, CPPB,
PRINCIPAL CONTRACT OFFICER,
P. O. BOX 27210
TUCSON AZ 85726-7210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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