



CITY OF MESA, ARIZONA

**DESIGN PROFESSIONAL
MASTER CONTRACT**

Category

CONTRACT NO. _____

Design Professional
Master Contract
Contract No. _____



CITY OF MESA, ARIZONA
ENGINEERING DEPARTMENT

DESIGN PROFESSIONAL MASTER CONTRACT

Category

CONTRACT NO. _____

THIS CONTRACT is made and entered into on the _____ day of _____, 20_____, by and between City of Mesa, an Arizona municipal corporation, hereinafter called ("City") and the "Design Professional" designated below:

City and Design Professional agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

CITY:
City of Mesa
Project Manager:
Telephone:
Fax:
E-mail:

DESIGN PROFESSIONAL: (Name)
(Address)
Design Professional Representative:
Telephone:
E-mail:

(Prior to execution of the Contract, Consultant must provide to City's Engineering Department its Contractor's License Classification and number and its Federal Tax I.D. number.)

ARTICLES

1. **Master Agreement:** This is a Master Contract providing the basis by which the City may issue, and Design Professional may accept, an authorization to perform work for or in relation to a specific project. This Contract shall govern all contracts and other agreements between the City and Design Professional, unless expressly excluded, in writing, in such contract or agreement.
 - a. Authorization by the City to perform work and acceptance by Design Professional of specific work shall be made by separate "Project Order," as set forth in the attached Exhibit A. The terms and conditions set forth herein, and attached hereto, including any and all Exhibits and properly adopted amendments or modifications thereto, are expressly agreed to by Design Professional and shall be applicable for any and all work performed by Design Professional for the City and shall be incorporated (whether specifically referenced or not) into every Project Order, Change Order, Contract or Agreement entered into between Design Professional and the City. This Master Contract does not obligate or require the City to offer any Project Order to Design Professional, and no Contract in relation to any specific work shall be entered into until a Project Order therefore has been fully executed by the City and Design Professional.
 - b. Agreement to the terms set forth herein is a material and necessary precondition and inducement to the City entering into this Master Contract, and each Project Order, with Design Professional.
 - c. **Contract Time:** This Contract has a base period of one (1) year and one option period of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City.



2. **Issuance of Project Orders:** The City may, at its sole discretion, issue a Project Order in the form attached hereto as Exhibit A, to Design Professional to perform the Services specified in the Project Order ("Services"), and upon acceptance by the Design Professional, each Project Order, together with this Master Contract, shall constitute the Contract for performance of the Services set forth in the Project Order. The amount to be paid by the City for the Project under each Project Order is the Contract Price for the Project Order. The Contract price includes the Contract price for the Work. The Contract Price for any Project Order will be a not-to-exceed order subject to the following:
- a. The cumulative Contract Price for this Master Agreement shall not exceed \$1,000,000.00, per year from begin date.
 - b. The cumulative sum of the Project Orders performed by Design Professional during any twelve (12) month term shall not exceed \$1,000,000.
 - c. There is no limit on the number of Project Orders that City may issue to Design Professional during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.
3. **General Conditions and Specifications:** The City has adopted standard General Conditions which apply to all construction projects and construction contracts entered into by the City ("General Conditions"). The City has also adopted and operates under the Standard Specifications and Details set forth in Section 3 of the General Conditions ("Standard Specifications"). Design Professional must be aware of and incorporate the requirements of the General Conditions and the Project Specific Provisions as they apply to the Design Professional's performance of the Services under each Project Order and into all specifications, details, drawings, and/or other documents generated under this Master Contract. Unless otherwise provided herein, the definitions in the General Conditions shall apply to this Master Contract and all documents related to this Master Contract and all Project Orders. Any questions concerning the applicability of any specific provisions of the General Conditions or Specifications to the Project or the Services shall be directed in writing to the City Engineer. The General Conditions and the Project Specific Provisions are available on the Internet at: <https://mesaaz.gov/business/engineering/engineering-contracts>
4. **Scope of Services:** The Services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Services in a professional manner with due diligence and in a timely manner. Design Professional shall perform the Services required by, and as outlined in Exhibit A to the satisfaction of the City's Project Manager, exercising the degree of care, skill, diligence and judgment a design professional experienced in the performance of such Services for design, construction, and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas in the State of Arizona, would exercise at such time, under similar conditions. Design Professional shall, at all times, perform the required services consistent with generally accepted engineering principles and design practices. Design Professional shall:

For submittal guidelines, Design Professional shall categorize scope as outlined in City of Mesa Engineering Department Submittal Guidelines available on the internet at <https://mesaaz.gov/business/engineering/submittal-process-guidelines>.

- a. Prepare _____ "Scope" _____ as more specifically described in Exhibit A.
- b. Follow and comply with the Arizona Utility Coordinating Committee ("AUCC") Public Improvement Project Guide as directed by the City.
- c. If requested by the City, attend Project Team meetings, Project Management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. Design Professional attendance at design or other meetings in which Design Professional is provided the opportunity, but does not actively participate and/or is not properly prepared, is not acceptable. Repeated instances of non-participation and/or lack of preparedness shall be grounds for termination of this Contract for default. Design Professional when requested by City, shall attend, make presentations and participate as may be appropriate



in public agency and or community meetings relevant to the Project. Design Professional shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

- d. Design Professional shall schedule and conduct a field review of the proposed improvements at each milestone with the City PM. Review participants shall include, at a minimum, the Design Professional and the City PM.
 - e. If requested by the City, prepare and submit a detailed estimate of the total cost of the Project through completion in such detail and format as required by the City.
 - f. If the Services include construction phase services and/or contract administration during the construction of the Project, provide, at no additional cost to the City, such services, including without limitation inspections, attending meetings, responses to request for information, review of submittals, generation of punch lists, and clarification of drawings, designs, and/or specifications as may be necessary to complete the Project, and/or as may be reasonably requested by the City. All construction phase Services provided by Design Professional shall comply and be consistent with the requirements of the General Conditions on Design Professional, the Contractors involved in the Project, and the City.
 - g. If requested by the City, provide the City with "Record" drawings at the completion of the Project, in such form and detail as the City may require.
5. **Design within Funding Limitations:** Design Professional shall accomplish the Services so that the Construction Contract for the Project may be bid and awarded by the City at a total Contract Price that does not exceed the Estimated Contract Price as set forth below:
- a. The Estimated Contract Price for the Project shall be set forth in each Project Order.
 - b. If the lowest responsive and responsible bid or proposal Contract Price exceeds the Estimated Contract Price, Design Professional shall perform such redesign and other Services as are necessary to permit the rebidding and award of the Construction Contract for the Project within the Estimated Contract Price (collectively the "Redesign Services"). The Redesign Services shall be performed at no additional cost to the City, unless City and Design Professional agree that the cause of the Estimated Contract Price being exceeded are beyond the reasonable control of Design Professional and could not have been anticipated by Design Professional (such as unanticipated material changes in the scope of the Project by the City; unknown, unusual and not reasonably anticipated material existing conditions; or significant and unforeseen increases in construction and/or material costs.
 - c. Design Professional shall promptly (and in no event later than finalization and publication of the request for bids, request for proposals, or request for statements of qualifications, for the construction of the Project) advise the City Project Manager in writing as soon as Design Professional believes, or should realize that the design for the Project will likely cause the Estimated Contract Price to be exceeded. Failure to give timely notice pursuant to this subsection will constitute a waiver of Design Professional's right to assert a claim for additional compensation for any Redesign Services.
6. **Time:** Time is of the essence of this Master Contract and each Project Order. Design Professionals shall complete all Services within the schedule set forth in the Project Order, and Design Professional shall strictly comply with said schedule and failure to do so, without prior the written agreement of the City, shall be a material breach of this Master Contract. Design Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information or clarification within sufficient time to allow the City to timely respond to the contractor(s) or other parties involved in the Project, and so as to not delay the Project.
7. **Additional Services:** Payment for additional services shall be made only if such additional services are expressly approved, in writing, by the City prior to the additional services being performed. The City shall issue a Project Order modification for any approved additional services. The City shall not



pay for any costs not expressly designated as reimbursable in the Project Order or the written approval for the additional work.

8. **Corrections:** Design Professional shall promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawing provided by Design Professional.
9. **Quality/Special Features:** Design Professional is responsible, to the extent necessary to perform the Services, at no additional charge to the City, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services, the Project, the Project site, and the City. Notwithstanding the foregoing, Design Professional shall not be required to undertake or perform geotechnical investigation, materials sampling or testing, construction cost estimating, or other special investigation of existing conditions unless the same is included in the Scope of Services. The City's determination as to the level of quality required and on all aesthetic issues shall be final and binding.
10. **Coordination:** Design Professional shall be responsible for coordinating the Services, and all designs, drawings and/or specifications developed in relation thereto, with the City Engineering Department and other departments or agencies within the City, other design professionals, and other contractors involved in the Project, as well as the other designs, drawings, and/or specifications for the Project. Design Professional shall also cooperate with the City in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.
11. **Key Personnel:** Design Professional shall utilize the key personnel listed in Design Professional's proposal to the City for each Project Order. Design Professional shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the City Project Manager. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.
12. **Fee and Reimbursable Expenses:** The total Project Order Price shall be set forth in each Project Order ("Contract Amount").
 - a. **Fee:** The City shall pay Design Professional a not-to-exceed fee for actual costs incurred, in installments based upon monthly progress reports per Project Development Guidelines Section VI, Sub-Section B – Consultant Responsibilities (4b), and detailed invoices submitted by Design Professional in such form as approved by the City, subject to the following limitations.
 1. Monthly progress reports shall include a summary of costs billed by labor category and tasks and shall be formatted to permit comparison of actual-to-proposed costs and a breakdown of costs incurred by each subconsultant.
 - b. **Reimbursable Expenses:** No reimbursable expenses or costs of any kind shall be paid by the City unless expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.
 1. US General Services Administration (GSA) shall apply.
 2. In order to receive reimbursement for lodging, Design Professionals are required to stay at lodging within the City of Mesa, unless City provides prior written authorization. Hotel taxes and fees may be included, but only to the extent the total does not exceed the GSA's then-current maximum lodging rate.
 3. If the Design Professional has a local office (Phoenix-Metro area), Design Professional will not be reimbursed for any travel expense, including mileage.



4. **Incidental Expenses.** Reimbursement for incidental expenses shall be limited to actual fees, such as airport parking fees, toll fees, taxi fare and tips, and personal mileage to and from Contractor's "home" airport. Reimbursement shall not include any personal expenses including, but not limited to, personal items, alcoholic beverages, entertainment, and traffic/parking fines.
13. **Payment:** Subject to the limitations set forth in Article 12 above, the City shall make payments within thirty (30) days of approval by the City of Design Professional's submittals. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Design Professional shall continue to render the Services in a timely manner. Payment by the City does not constitute acceptance by the City of the Services or Design Professional's performance, nor does payment constitute a waiver of any rights or claims by the City.
14. **Payment Documentation:** As a necessary precondition to any payment under this Master Contract, the City may require Design Professional to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion as may be reasonably required by the City, to ensure that payment is then due and owing pursuant to the payment terms set forth in this Master Contract and/or any Project Order.
15. **Taxes:** Design Professional shall be solely responsible for any and all tax obligations which may result out of the Design Professional's performance of this Master Contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Design Professional.
16. **Information Provided by the City:** The City shall provide to Design Professional information regarding requirements for the Project including relevant budget information, project schedules, identities of Project participants, and related designs, drawings, and specifications. Design Professional shall be entitled to rely on such information furnished by the City, provided that Design Professional shall promptly notify the City, in writing, of any information that Design Professional believes is missing, unclear or insufficient for the successful completion of the Project and the Services.
17. **Use of Documents:** Upon execution of this Master Contract, and each Project Order, the Design Professional and all design professionals and sub-consultants working under or for Design Professional, hereby grant to the City an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Design Professional pursuant to this Agreement ("the Instruments of Service"), for the purposes of construction and completing the Project, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Project or any portion thereof (including making derivative works from Design Professional's Instruments of Service), or for construction of the same type of Project at other locations, by the City and others retained by the City for such purposes. This license shall extend to those parties retained by the City for such purposes, including other design professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Design Professional shall obtain, in writing, similar non-exclusive licenses from its design professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Agreement and the completion of the Project. Upon completion of the Project and/or termination of the Agreement for any reason, Design Professional shall deliver to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all data documents, designs, drawings, and specifications generated by Design Professional, including those generated by any suppliers, subcontractors, or sub-consultants. The City shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Design Professional by the City in relation to each Project Order and the respective Project, and Design Professional shall not utilize any such material in relation to any other work or project. Design Professional may re-use any standard specifications and details included in the Instruments of Service that were not developed by Design Professional specifically for the Project.

18. **Insurance:** Design Professional shall provide insurance as set forth on Exhibit B hereto, as well as any additional insurance required under each Project Order.
19. **Termination:**
- a. **Termination by the Design Professional:** If the City fails to make payment of undisputed amounts due under a specific Project Order following fourteen (14) calendar days' written notice to the City, the Design Professional may terminate the Project Order and recover from the City payment for Services actually executed and approved and accepted by the City. Under no circumstances shall City have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.
 - b. **Termination by the City:** The City may terminate the Project Order or this Master Contract if the Design Professional substantially breaches any obligation under a specific Project Order or this Master Contract, or any other contract between the City and Design Professional, following seven (7) calendar days' written notice to Design Professional. The City may also recover the damages suffered by the City as a result of the breaches and/or as a result of the termination. The City may also terminate a specific Project Order or this Master Contract at any time for its convenience by written notice to Design Professional specifying the termination date.
 - c. **Payment Upon Termination:** In the event of termination, the City shall pay to Design Professional only such compensation, including reimbursable expenses, due for Services properly performed on the Project prior to the termination date, minus any offsets due the City for any reason. Upon any termination of this Master Contract and/or any Project Order, no further payments shall be due from the City to Design Professional unless and until Design Professional has delivered to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all documents, designs, drawings, and specifications generated by Design Professional in relation to the Project.
20. **Subcontractors:** During performance of this Master Contract and/or any Project Order, the Design Professional may engage such additional subcontractors or subconsultants (collectively "subcontractors") as may be required for the timely completion of the Services. The addition of any subcontractors shall be subject to prior written approval by the City. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Master Contract and each Project Order rests with the Design Professional.
21. **Indemnification:** The Design Professional shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.
22. **Dispute Resolution:** All disputes and claims shall be resolved as set forth in Appendix 8 of the General Conditions.
23. **Compliance with Federal and State Laws:** In performance of the Services under all Project Orders and this Master Contract, Design Professional shall fully comply with all applicable Laws, Regulations, or Legal Requirements (as defined in the § 2 of the General Conditions) applicable to Design Professional's Services and/or the Instruments of Services under each Project Order and each Project, and this Master Contract; as well as any additional requirements set forth in any Project Order.
24. **Miscellaneous Provisions:** Sections 4.4.17, 4.6.12, 8.9 and 14 of the General Conditions shall apply to this Master Contract and each Project Order, with the term "Design Professional" replacing "Contractor," and the word "Services" replacing "Work."
25. **Complete Contract:** This Master Contract and the Exhibits hereto, together with each Project Order, and the designs, drawings, and specifications relating to the Services, represent the complete and integrated agreement between the City and Design Professional, and supersede all prior negotiations, representations or agreements, either written or oral. This Contract and/or any Project Order may be amended only by written instrument signed by both the City and Design Professional.



26. **Protest Policy:** Refer to City of Mesa Protest Policy: Procurement Rules at <http://mesaaz.gov/home/showdocument?id=8712>, Article 6. Protests, Appeals, Debarments, Confidential Information, and Contract Disputes.
27. **Exhibits:**
A – Project Order Form
B – Insurance Requirements

Design Professional
Master Contract
Contract No. _____



IN WITNESS WHEREOF, the parties hereto have executed this Design Professional Master Contract through their duly authorized representatives and bind their respective entities as of the effective date.

**“CITY”
CITY OF MESA**

Signature _____

Name _____

Title _____

**“DESIGN PROFESSIONAL”
COMPANY NAME**

Signature _____

Name _____

Title _____

Design Professional
Master Contract
Contract No. _____



EXHIBIT A – PROJECT ORDER FORM
CITY OF MESA, ARIZONA
ENGINEERING DEPARTMENT

PROJECT NAME: _____
PROJECT ORDER NO.: _____ **PROJECT NO.:** _____
MASTER CONTRACT NO.: _____, **DATED** _____

THIS PROJECT ORDER is made and entered into on the _____ day of _____, 20____, by and between the City of Mesa, an Arizona municipal corporation ("City") and the "Design Professional" designated below. This Project Order is entered into pursuant to and incorporates herein the terms and provisions of the Design Professional Master Contract. This Project Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work.

City and Design Professional agree as follows:

CITY:

City of Mesa
Project Manager:
Telephone:
E-mail:

DESIGN PROFESSIONAL:

(Name)
(Address)
Design Professional Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK, DELIVERABLES, AND PROJECT SCHEDULE/DURATION: Attached Exhibit A

ESTIMATED CONTRACT PRICE (Construction): \$ _____

TOTAL PROJECT ORDER PRICE (To be paid to Design Professional):

- a. **Fee:** The method of payment for this contract is Hourly, Not-to Exceed. The amount paid shall not exceed \$ _____ for actual costs incurred, based on the negotiated hourly rates and reimbursement schedule as defined in Exhibit A, Scope of Services. The City shall pay Design Professional a not-to-exceed fee for actual costs incurred, in installments based upon monthly progress reports per Project Development Guidelines Section VI, Sub-Section B – Consultant Responsibilities (4b), and detailed invoices submitted by Design Professional in such form as approved by the City, subject to the following limitations:
1. Monthly progress reports shall include a summary of costs billed by labor category and tasks and shall be formatted to permit comparison of actual-to-proposed costs and a breakdown of costs incurred by each subconsultant.
 2. Prior to approval of the preliminary documents (30% plans), the billed amount shall not exceed 40% of the total Contract Amount.
 3. Prior to approval of the final design documents deliverable under the Services, the billed amount shall not exceed 90% of the total Contract Amount.
 4. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed 90% of the total Contract Amount prior to submittal of the final report deliverables.



5. Additional services included in the Services, such as bidding assistance, shop drawing review, contract documents interpretation, etc., shall be paid for based on the actual completed services.
- b. **Reimbursable Expenses:** No reimbursable expenses or costs of any kind shall be paid by the City unless expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.
 1. US General Services Administration (GSA) shall apply.
 2. In order to receive reimbursement for lodging, Design Professionals are required to stay at lodging within the City of Mesa, unless City provides prior written authorization. Hotel taxes and fees may be included, but only to the extent the total does not exceed the GSA's then-current maximum lodging rate.
 3. If the Design Professional has a local office (Phoenix-Metro area), Design Professional will not be reimbursed for any travel expense, including mileage.
 4. Incidental Expenses. Reimbursement for incidental expenses shall be limited to actual fees, such as airport parking fees, toll fees, taxi fare and tips, and personal mileage to and from Contractor's "home" airport. Reimbursement shall not include any personal expenses including, but not limited to, personal items, alcoholic beverages, entertainment, and traffic/parking fines.

UNIQUE INSURANCE REQUIREMENTS (IF ANY): Attached Exhibit B

IN WITNESS WHEREOF, the parties hereto have executed this Project Order through their duly authorized representatives and bind their respective entities as of the effective date.

"CITY"
CITY OF MESA

Signature _____
Name _____
Title _____

"DESIGN PROFESSIONAL"

Signature _____
Name _____
Title _____



EXHIBIT B – INSURANCE REQUIREMENTS

**(4 PAGES, INCLUDING THIS PAGE)
MINIMUM INSURANCE REQUIREMENTS**

Some of the following requirements apply to only design professionals and some apply only to contractors. Requirements will be enforced based on the type of contract.

Contractor/Design Professional shall obtain and submit to City before any Work is performed, certificates from the Contractor's/Design Professional's insurance carriers indicating the presence of coverages and limits of liability as follows.

The City only accepts the most recent version of ACORD® Certificate of Liability Insurance form with additional insured endorsements. The Builder's Risk policy (if required) and the Owners and Contractors Protective Liability (OCP) policy shall remain in effect during construction through the date of project Final Acceptance. The remainder of the insurance policies shall remain in effect during construction and through the one-year warranty period that follows project Final Acceptance, unless otherwise specified in contract documents. Proof of all required coverage(s) shall be provided by the Contractor/Design Professional.

Policy forms must include:

- A. Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions;
- B. Products and Completed Operations coverage. Contractor/Design Professional agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor/Design Professional Work and to continue to name City as an Additional Insured for the entire 10-year period;
- C. Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted;
- D. Broad Form Property Damage coverage, including completed operations or its equivalent;
- E. An endorsement in a form acceptable to the City, naming City, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE;
- F. An endorsement in a form acceptable to the City, stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and except for any builder's risk property insurance coverage that may be purchased and maintained by City in connection with the Project, any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy;"
- G. Coverage SHALL BE on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable;
- H. Coverage to include general aggregate limits on a "per project" basis;

1. Workers' Compensation (required for both Contractors/Design Professionals):

Coverage A. Statutory Benefits

Coverage B. Employer's Liability

Bodily Injury by accident

\$1,000,000 each accident

Bodily Injury by disease

\$1,000,000 policy limit

Bodily Injury by disease

\$1,000,000 each employee



2. Commercial Auto Coverage (required for both Contractors and Design Professionals):

Auto Liability limits of not less than \$1,000,000 Combined Single Limit (Each Accident), combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired, or Non-Owned."

If the Contract Documents require Contractor/Design Professional to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability (required for both Contractors/Design Professionals):

Each Occurrence Limit	\$2,000,000
Personal Injury/Advertising Injury Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$4,000,000

4. Excess Liability:

Umbrella or Excess Liability may be used to satisfy the above Auto and General Liability coverage requirements and limits to reach a total combined limit of:

Auto	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Each Occurrence	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Aggregate	Amount sufficient to cover difference in limits when compared to minimum coverage required.

5. Professional Liability (required for Design Professionals only):

(Applicable only to Design Professional services which are part of Work.)

Coverage provided must have no exclusion for design-build projects. Contractor/Design Professional must provide evidence of coverage for three (3) years beyond completion of the Project.

Coverage Amount: \$2,000,000 per claim/\$4,000,000 aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply.

6. Pollution Legal Liability: \$1,000,000 per Occurrence
\$1,000,000 Aggregate Limit

(Applicable to any pollutants or hazardous waste exposures as part of Work, except for CMAR Pre-Construction services work.)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.



7. Builders Risk (if required, will be required for Contractors only):

Contractor shall include in its Cost Proposal the cost to obtain builders risk or "all risk" or equivalent policy form coverage in the amount of the initial Contract Price. This required insurance coverage is required on projects that are typically outside the public rights-of-way whereby the City is constructing or modifying a public building. The City may, at the City's sole option, purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial Contract Price, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the City, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. City shall bear the responsibility for the deductible for such coverage when a loss affects the Work, provided, however, to the extent such loss is attributable to the negligent or wrongful acts or omissions of Contractor or someone for whom Contractor is responsible, Contractor shall bear the responsibility of the deductible. Such property insurance will not cover any tools or equipment owned or rented by Contractor that will not be incorporated into the Project, including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

8. Owners and Contractors Liability Policy (OCP) (required for Contractors only):

Owners and Contractors Liability Policy: Prior to the execution of the Contract the Contractor shall provide a separate policy of insurance in the amount of \$2,000,000, per occurrence, at its sole cost and expense, naming the City of Mesa, a Municipal Corporation and all its agents, representatives, officers, directors, officials and employees as the insured. The Policy shall be primary and not contributory to any insurance maintained by the City of Mesa and shall remain in effect through date of Final Acceptance.

9. Other Requirements:

- A. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-. All coverage forms must be acceptable to City.
- B. ACORD® Certificate of Liability Insurance form with the required endorsements evidencing the required coverages must be PROVIDED to the City prior to commencement of any Work. Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's/Design Professional's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor/Design Professional or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.
- C. The policies shall provide waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The following policies shall include Waiver of Subrogation endorsements:



Workers' Compensation
Commercial Auto Coverage
Commercial General Liability
Pollution Legal Liability

- D. The following policies shall include Additional Insured endorsements:
Commercial Auto Coverage
Commercial General Liability
Excess Liability
Builders Risk
- E. Contractor/Design Professional shall be responsible for satisfying any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents to be provided by Contractor/Design Professional.
- F. City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor/Design Professional create higher than normal hazards and, to require Contractor/Design Professional to name additional parties in interest to be Additional Insureds.
- G. In the event that rental of equipment is undertaken by Contractor/Design Professional or any Subcontractor to complete and/or perform the Work, Contractor/Design Professional agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.
- H. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor/Design Professional agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.
- I. If City elects to utilize an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor/Design Professional shall comply with all provisions of any such OCIP.
- J. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, Contractor/Design Professional shall comply with the more stringent provisions.

If a policy does expire, a renewal certificate of the required coverage shall be sent to the City of Mesa not less than seven (7) calendar days prior to the expiration date or, if a policy is to be cancelled, changed or not renewed, a proper notice of such action shall be sent to the City not less than fourteen (14) calendar days prior to any such action by the insurance company.

Notice shall be sent to: City Engineer or
City of Mesa
P.O. Box 1466
Mesa, AZ 85211-1466

Fax to 480-644-3392
Attention: City Engineer