



City of Phoenix, Human Services Department

RECREATIONAL SERVICES CONTRACT

CONTRACT NO. _____

The City of Phoenix, an Arizona municipal corporation, (City) and (Contractor) enter into this Contract effective (Month) **1, 2025**, through **June 30, 2029**. The Contractor by accepting this Contract, has agreed to all terms and conditions as stated herein.

SECTION I - SERVICES OF THE CONTRACTOR

The Contractor shall perform Recreational Services to the satisfaction of the City with the degree of skill and care that does not endanger or injure the public and City staff and does not damage City premises or equipment. The Contractor, its subcontractors, agents, volunteers, and employees shall be subject to the terms of this Contract.

SECTION II- EMPLOYEES/ADDITIONAL INSTRUCTORS/PERFORMERS

The Contractor shall provide a list of employees/additional instructors/performers that will be utilized under the performance of this Contract as **Attachment B**. Attachment B shall be provided prior to execution of the Contract and must be kept current. Any changes must be in writing to the City of Phoenix Designee within three (3) business days.

SECTION III - SCOPE OF SERVICES AND COST

The Contractor shall complete the service under this Contract in accordance with the service description in **Attachment C**. Attachment C addresses the specific scope of service to be provided and the terms for the cost of service.

SECTION IV- BACKGROUND SCREENING

The Contractor and its employees/additional instructors/performers shall be required to obtain and successfully meet a Maximum Risk Background Screening. The results of the Maximum Risk Background Screening shall be valid for the length of the Contract and must be received by the Human Services Procurement Officer prior to the execution of this Contract and prior to services being rendered. Refer to **Exhibit A** for the Contract Worker Background Screening Requirements. No contract may be executed without the results of the background screening. Any new employee/additional instructor/performer Contractor desires to add to the Contract after its full execution is required to obtain and successfully meet the Maximum Background Screening prior to services being rendered.

SECTION V- PAYMENT

The City shall pay Contractor in accordance with the scope of services performed as provided in **Attachment C**.

The City shall pay Contractor upon completion of all services as specified in **Attachment C** and after receipt of an invoice by the City. The City agrees to pay the Contractor forty-five (45) days after receipt of a valid invoice. Invoices may not be submitted prior to services rendered. Contractor must not charge more for services than the Contract states.



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A valid invoice contains the following data

Vendor Name and Complete Address
Vendor Number Contract Number
Description of Services Provided
Dates of Services Provided
Unit Price, Extended and Totaled
Applicable Tax
Total Amount Due
Invoice Number
Invoice Date

The **Contractor shall remit invoices** to the Center Supervisor where services are being rendered.

SECTION VI: TERMS AND CONDITIONS

1. Termination

City may terminate this Agreement, with or without cause, upon 30 days' prior written notice. No payment will be made for loss of anticipated profits or unperformed services.

2. Compliance with Laws

Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract.

3. Equal Employment Opportunity

In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For a Contractor with 35 employees or fewer:

Contractor in performing under this contract will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this contract entered into by Contractor.

4. Conflict of Interest

Contractor acknowledges that the terms and conditions of Arizona Revised Statutes§ 38-511 are incorporated into this agreement.



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5. Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- B. A breach of warranty under paragraph 1 shall be deemed a material breach of the Contract and is subject to penalties up to and including termination of the Contract.
- C. The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Contract to ensure that Contractor or subcontractor is complying with the warranty under paragraph 5.A.

6. Lawful Presence Requirement

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

7. Indemnification and Insurance

See **Exhibit A** for Indemnification and Insurance requirements.

8. Independent Contractor Status; Employment Disclaimer

This Contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal City association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Contract. The parties agree that no individual performing under this Contract on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual.

Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individual and will save and hold harmless the City with respect thereto.

9. Confidentiality and Data Security

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, the contractor will not disclose data generated in the performance of the service to any third person.

Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and subject to Payment Card Industry Standards, if applicable. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of the Contractor under this section shall survive the termination of this agreement.



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10. Professional Competency

Contractor represents that it is familiar with the nature and extent of this Contract, the work to be performed, and any conditions that may affect its performance. The Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is organized and financed to perform the services. Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's profession currently practicing in the same industry under similar conditions.

11. Contractor Substitutions

Contractor shall not serve as a substitute and/or perform another Contractor's contracted services. Contractor shall not have any third party serve as a substitute to perform contracted services.

12. Code of Conduct

Contractor is expected to conduct itself in a respectful and professional manner. If there is ever an issue with a participant of a center, the Contractor will communicate with the center's staff to resolve any conflict.

13. Participant's Privacy

Contractor is prohibited from soliciting personal information from the center's participants. This prohibition includes addresses, phone numbers, and email addresses.

14. Gratuity

Contractor is prohibited from soliciting or accepting gratuity from center participants for services rendered, even if offered. All money exchanged will take place according to the contract payment terms.

15. Sales

Contractor is prohibited from selling any type of products(s) or services to center participants while services are rendered on the City's property.

16. Contractor Request for Participant's Waiver

Contractor is prohibited from requesting participants to sign a waiver for services to be rendered.

17. Heat Mitigation

Contractor and any subcontractor whose employees and contract workers perform work in an outdoor environment under this Agreement must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

1. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
2. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
3. Access to shaded areas and/or air conditioning.
4. Access to air conditioning in vehicles with enclosed cabs.

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5. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment

6. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

Contractor further agrees that this section will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this Agreement. Additionally, Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this Agreement. It is the obligation of Contractor to ensure compliance by its subcontractors.

18. No Forced Labor of Ethnic Uyghurs

If this Agreement requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Agreement, now certifies it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

19. Notices

The contract information for the City Designee, Procurement Officer and the Contractor are below.

City Designee: Community and Senior Services
Division Senior Services Program
Coordinator 200 West Washington,
18th Floor Phoenix AZ 85003
Telephone: 602-262-6150
Email: hsd.community-seniorservices@phoenix.gov

City: Desiree Servin, Procurement Officer
200 West Washington, 18th Floor
Phoenix, AZ 85003



City of Phoenix, Human Services Department

Telephone: 602-495-7832
Email: hsdprocurement@phoenix.gov

Contractor: Vendor
 Address
 City, State, Zip
 Phone Number
 Vendor email address

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed.

CITY OF PHOENIX, an Arizona municipal
corporation Jeffrey Barton, City Manager

By: _____
JACQUELINE EDWARDS, HUMAN SERVICES
DIRECTOR

ATTEST:

Denise Archibald, City Clerk

This document has been approved as to
form by the City Attorney and is on file with
the City Clerk. It need not be submitted to the
City Attorney for approval unless the form
document is altered.

Vendor Name

By: _____

Name: _____

Title: _____

CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING,
INDEMNIFICATION AND INSURANCE

1. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

1.1. Contractor and Subcontractor Workers Background Screening:

- 1.1.1. Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise addressed in the Scope of Work.
- 1.1.2. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 1.1.3. The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.
- 1.1.4. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this agreement or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
- 1.1.5. Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.

- 1.2. **Background Screening Level:** Because of the varied types of services performed, the City has established two levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.

- 1.3. **Maximum Risk Level:** A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:

- 1.3.1. work directly with vulnerable adults or children, (under age 18); or
- 1.3.2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 1.3.3. unescorted access to:
 - City data centers, money rooms, high-value equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or
 - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

- 1.4. **Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from

CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING,
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any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

1.5. Additional Maximum Risk Background Checks: Maximum screening will additionally require:

- 1.5.1. Credit Check (for cash handling, accounting, and compliance positions only)
- 1.5.2. Driving records (for driving positions only)
- 1.5.3. Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.)

1.6. Contractor Certification; City Approval of Maximum Risk Background Screening:

- 1.6.1. Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:
 - 1.6.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
 - 1.6.1.2. submitting pass/fail results to the City for approval; and,
 - 1.6.1.3. for reviewing the results of the background check every three to five years, dependent on scope; and,
 - 1.6.1.4. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - 1.6.1.5. Submitting the list of qualified Contract Workers to the contracting department; and,
 - 1.6.1.6. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- 1.6.2. For sole proprietors, the Contractor must comply with the background check for himself and any business partners or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- 1.6.3. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- 1.6.4. The City final documented decision will be an "approve" or "deny" for identified Contract Workers.
- 1.6.5. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City's completed review.
- 1.6.6. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- 1.6.7. Contract Workers will not apply for the appropriate City of Phoenix identification

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and access badge or keys until Contractor has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.

1.7. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts:

Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.

1.8. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

1.9. Continuing Duty; Audit: Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a background screening of a Contract Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

1.10. Variances and Exemptions:

1.10.1. There are federal and state regulations that necessitate an exemption from this policy. Contract Workers who fall under the following areas may be considered exempt from this policy:

Department of Public Safety (DPS) Administration - presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).

Other background checks performed within the last three to five years may be approved if they fit all required criteria herein.

CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING,
INDEMNIFICATION AND INSURANCE

1.11. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material

Breach: If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- 1.11.1. Contract Worker gains access to a City facility(s) without the proper badge or key;
- 1.11.2. Contract Worker uses a badge or key of another to gain access to a City facility;
- 1.11.3. Contract Worker commences services under this agreement without the proper badge, key or background screening;
- 1.11.4. Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- 1.11.5. Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this agreement.
- 1.11.6. Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

1.12. Employee Identification and Access: It is mandatory that Contractor's employees always have badges and some form of verifiable company identification (badge, uniform, employee id or W-2) unless the Department implements a verification procedure, addressed in the scope of work.

- 1.12.1. Contractor employees are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contractor employees are not authorized access other than during scheduled hours.

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CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING, INDEMNIFICATION AND INSURANCE

- 1.12.2. Within twenty days of the notice of recommendation of award, Contractor will supply a list of the names and titles of all service employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary. Access to the building will be directed by the City's authorized representative. Contract Worker's will sign in at the security desk when arriving to service enter location and sign out when leaving. No access will be granted without the employee's name being on the approved list.
- 1.12.3. Contractor employees are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contractor employees are not authorized access other than during scheduled hours.
- 1.12.4. Only authorized Contractor employees are allowed on the premises of the City facilities/buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.

2. INDEMNIFICATION CLAUSE:

Contractor ("Indemnitor") must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

3. INSURANCE REQUIREMENTS

3.1 Contractor's Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

EXHIBIT A

CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING, INDEMNIFICATION AND INSURANCE

3.2 Scope and Limits of Insurance

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

3.3 Commercial General Liability - Occurrence Form

General Aggregate \$2,000,000

Products - Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

- The policy be endorsed to include coverage for sexual abuse and molestation.
- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

3.4 Automobile Liability

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

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

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

3.5 Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

EXHIBIT A

Disease - Each Employee \$100,000

Disease - Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under
- A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3.6 Professional Liability (Errors and Omissions Liability) (if applicable)

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

3.7 Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to hsdprocurement@phoenix.gov.

3.8 Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

3.9 Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to hsdprocurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

EXHIBIT A

CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING, INDEMNIFICATION AND INSURANCE

3.10 Subcontractors

Contractor's certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

3.11 Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.