



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-023**

1. Agenda Item Number:

25

2. Council Meeting Date:
August 18, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: August 1, 2011

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Award a Professional Services contract to KDA Creative for Alma School Road and Ray Road Intersection Improvements Public Relations, Project No. ST0704-111, in an amount not to exceed \$74,760.

6. RECOMMENDATION: Staff recommends that Council award a Professional Services contract to KDA Creative for Alma School Road and Ray Road Intersection Improvements Public Relations, Project No. ST0704-111, in an amount not to exceed \$74,760.

7. BACKGROUND/DISCUSSION: The Alma School Road and Ray Road intersection will be improved by the addition of dual left turn lanes, a third auxiliary through lane, and right turn lanes for all directions of travel, paved concrete medians on north, west, and south legs of intersection, street lighting, storm drainage, waterlines, sewer manhole rehabilitation, irrigation and landscaping.

Utility relocations of Qwest, Cox, and Southwest Gas are in progress now and scheduled to be completed by the end of the year. Salt River Project (SRP) power trench and conduit relocation is anticipated to start the beginning of September and also to be completed by the end of the year. Roadway construction will be brought forward for Council approval under a separate contract. Roadway construction is anticipated to start early next year and to be completed before the holiday season of 2012.

This contract for professional services will include development and maintenance of a project website, 24-hour hotline, comprehensive coordination and meetings with businesses, public meetings, and regular news releases and updates through appropriate media types such as fliers, newsletters, and emails. This public relations contract includes work during the utility relocation and roadway construction work.

8. EVALUATION: The City's selection process was developed in accordance with state law for professional services. Seven Statements of Qualifications were received on July 1, 2011. The selection committee including the following members:

- Paul Young, Senior Engineer
- Dara Griffith, Engineering Project Manager
- Robert Fortier, Construction Project Manager
- Trace Baker, Chandler Resident

KDA Creative was selected based on experience and approach and is recommended for approval for this contract. The costs proposed for this project were compared to staff estimates and historical prices for similar work and determined to be reasonable.

9. FINANCIAL IMPLICATIONS:

Cost:	\$74,760
Savings:	\$
Long Term Costs:	\$

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.0000.6517.9ST315	Streets G.O. Bonds	Alma School/Ray Intersection	FY08/09	\$74,760

10. PROPOSED MOTION: Move that Council award a Professional Services contract to KDA Creative for Alma School Road and Ray Road Intersection Improvements Public Relations, Project No. ST0704-111, in an amount not to exceed \$74,760.

ATTACHMENTS: contract and map

APPROVALS

11. Requesting Department

PK FOR

Paul Young, Senior Engineer

13. Department Head

PK

R.J. Zeder, Transportation & Development Director

12. City Engineer

PK FOR

Sheina Hughes, City Engineer

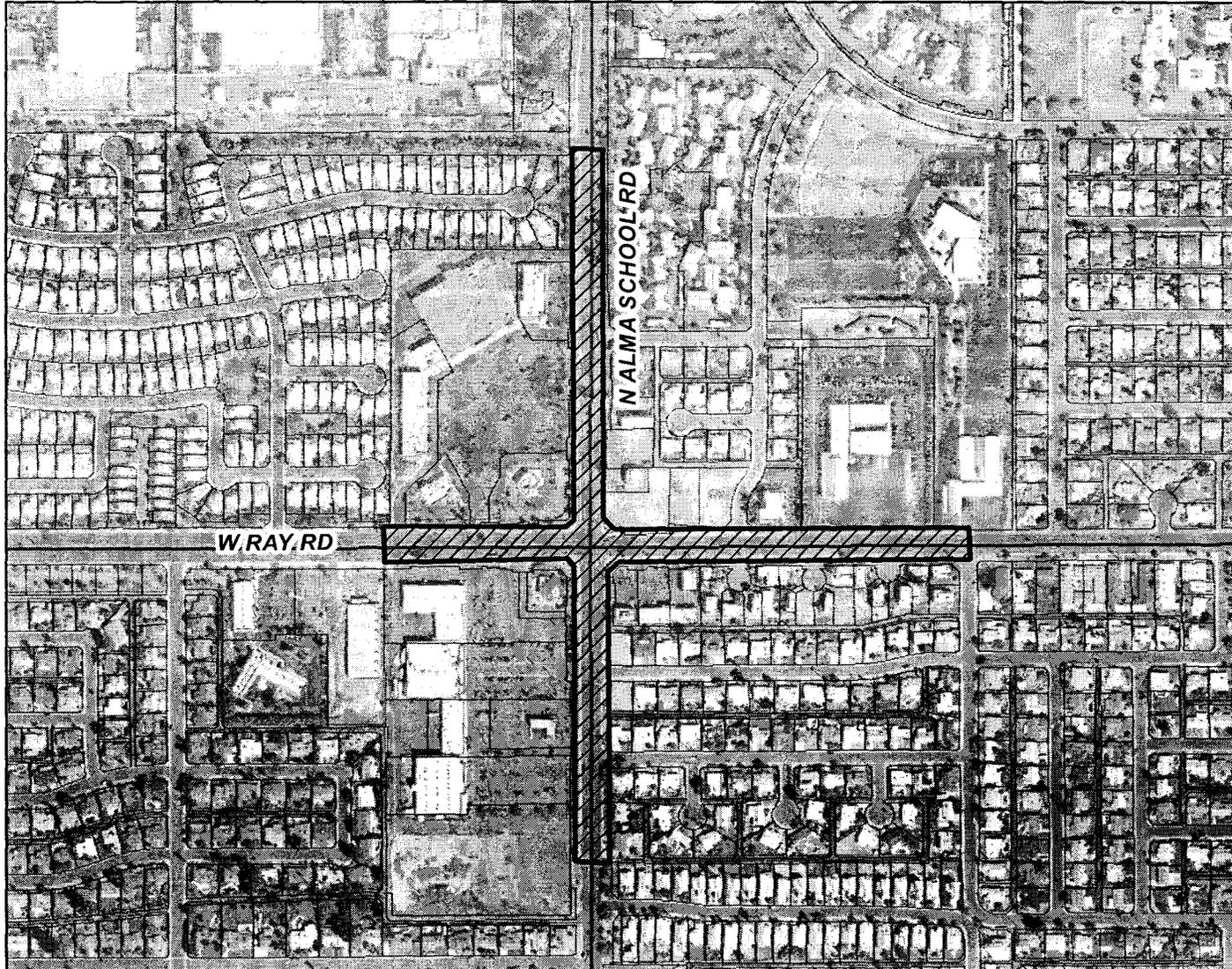
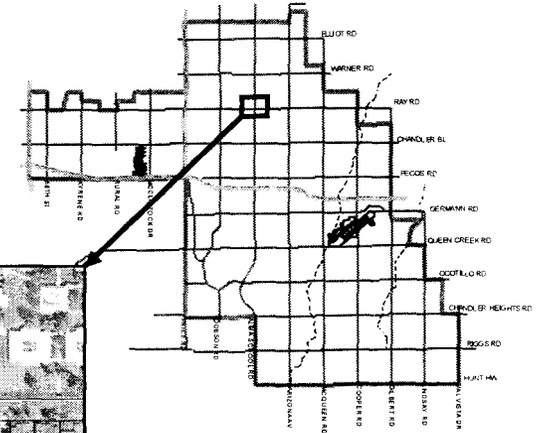
14. City Manager

Rich Dlugas

Rich Dlugas



ALMA SCHOOL RD & RAY RD INTERSECTION IMPROVEMENTS PROJECT NO. ST0704-111



MEMO NO. CA12-023



PROFESSIONAL SERVICES CONTRACT

Project Name: Alma School Road/Ray Road Intersection Improvements Public Relations
Project No. ST0704-111

THIS AGREEMENT is made and entered into this _____ day of _____ 2011, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Kristin Darr & Associates, LLC, a limited liability company doing business as KDA Creative in the State of Arizona, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR

1.1 To provide the professional services required by this Agreement CONSULTANT shall act under the authority and approval of City Engineer or designee, (the Contract Administrator), who shall oversee the execution of this Agreement, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2 CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Agreement.

2. **SCOPE OF WORK:** CONSULTANT shall provide those services described in Exhibit A attached hereto and made a part hereof by reference.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. **FEE SCHEDULE:** For the services described in paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of Seventy Four Thousand Seven Hundred Sixty dollars (\$74,760) in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference.

5. **TERM:** Following execution of this Agreement by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within Four Hundred Fifty Five (455) calendar days from the date hereof.

6. **TERMINATION:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually completed.

7. TERMINATION WITH CAUSE

"This Agreement may be terminated by CITY for cause should the CONSULTANT fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

- (a) CONSULTANT abandons Work;
- (b) CONSULTANT assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY);
- (c) CONSULTANT is adjudged bankrupt or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) CONSULTANT fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) CONSULTANT fails to achieve the required dates for performance required pursuant to the Agreement.

The CITY'S right of termination for cause as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to CITY at law, in equity, or under the terms and provisions of this Agreement."

8. **INDEMNIFICATION:** To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, work or services of the CONSULTANT, its employees, agents, or any tier of subconsultants in the performance of this Contract or of any other person for whose acts, errors, mistakes or omissions CONSULTANT may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of CONSULTANT, its agents, employees or representatives to fulfill CONSULTANT'S obligations under this Contract. IT IS THE INTENTION OF THE PARTIES to this contract that the CoC, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The provisions of this paragraph shall survive termination of this Contract.

The amount and type of insurance coverage requirements set forth in the contract will in no way be construed as limiting the scope of indemnity in this paragraph.

9. **INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit C attached hereto and made a part hereof by reference.
10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
11. **CONFLICT OF INTEREST:** CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual

business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Agreement within three (3) years after its execution, without penalty or further obligation by CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of CITY is, at any time while this Agreement is in effect, an employee of any other party to this Agreement in any capacity, or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement

12. ALTERNATE DISPUTE RESOLUTION

12.1 Alternative Dispute Resolution. The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

12.2 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

12.3 Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

12.4 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

13. ARIZONA LAW: This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

14. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit D) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with the Consultant Immigration Warranty. The Consultant agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Consultant and any Subcontractors to ensure compliance with Consultants Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Consultant or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Sudan.

15. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2011.
CITY OF CHANDLER

Mayor Date

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307
FAX: 480-782-3355

APPROVE AS TO FORM

City Attorney by: [Signature]

ATTEST:

City Clerk

CONSULTANT

By: Marsha Miller
Title: Principal

ADDRESS FOR NOTICE
4645 E. Shea Blvd., Ste. 210
Phoenix, AZ 85028

Phone: 602.697.9566 (cell)
FAX: 602.368.9645

ATTEST: If Corporation

Secretary

SEAL

**EXHIBIT A
SCOPE OF WORK**

CONSULTANT shall perform public relations services including communicating with businesses and residents, creating a project Web site to link to the City's site, holding a business and public meeting, developing and distributing construction newsletters, and maintaining a project hotline as described in more detail below.

Project Background

The City of Chandler will improve the intersection of Alma School Road and Ray Road by widening to six lanes with dual left turn lanes, dedicated right turn lanes, and new medians. Additionally, utilities will be relocated and power lines moved underground, a new storm drain will be added for drainage protection, as well as new water lines and sewer connections. Traffic signals and streetlights will be relocated and new curb and gutter, sidewalks, and landscaping will be installed at the end of the project. It is anticipated that the project will take nine months, with a construction start date anticipated in early 2012, after a contractor is selected by a low-bid process.

Task 1: Develop and Maintain Project Web Site

The CONSULTANT team will work with the City to develop a project Web site, which will be live by mid-August. The Web site will be updated bi-monthly or as needed. All project newsletters, public meeting materials, photos, schedule updates, "What's New" information, and frequently asked questions will be posted to the site on a regular basis. The site will also be translated into Spanish.

Task 2: Business Meeting / Survey

The CONSULTANT team will closely coordinate, during both pre-construction and construction, with businesses on all four corners of the intersection to ensure that their needs are addressed properly throughout the project. Pre-construction business outreach will include surveying business owners to 1) gain a better understanding of their access requirements, delivery schedules, customers, and work hours and 2) let them know about the pre-construction activities including utility relocations. CONSULTANT have found that some businesses feel that they are owed compensation for lost business because of construction and our goal is to communicate as effectively as possible prior to construction to help businesses prepare their customers for changes and restrictions, in order to reduce customer confusion and potential change in frequency of visiting those businesses.

A business meeting will be held on August 30, 2011 where the survey also will be distributed. If CONSULTANT does not reach businesses at the meeting, CONSULTANT will go to their location and meet with them to go through the survey in person. CONSULTANT will draft a meeting invitation letter (invite to include an RSVP) for businesses, and hand deliver to the manager at each business; prepare and provide handouts, sign-in sheets, nametags, and other meeting materials; draft meeting presentations and rehearse with the project team in advance of the meeting; manage, facilitate and scribe during the meeting; and prepare the meeting summary, including results of the survey, for use by the project team. All materials will be translated to

Spanish. Our interpreter will be available at the meeting as well as during the business survey.

Task 3: Weekly Team Meetings

CONSULTANT will attend weekly team meetings for the following:

Utility construction (mid-September 2011 – early December 2011)
Roadway construction (early 2012 for nine months)

Task 4: Public Meeting – Early 2012

The CONSULTANT team will prepare for and hold a public meeting to let the community and traveling public know of the upcoming intersection construction. CONSULTANT will draft a public meeting postcard announcement; prepare and provide handouts, sign-in sheets, nametags, directional signage, and other meeting materials; draft meeting presentations and rehearse with the project team in advance of the meeting; manage, facilitate and scribe during the meeting; and prepare the meeting summary for use by the project team. All materials will be translated to Spanish. Our interpreter will be available at the meeting as well.

Task 5: Business Assistance (September 2011 – October 2012)

The CONSULTANT team will create print materials for businesses to hand out to their customers to help them better understand restrictions and access changes. CONSULTANT will use a combination of strategies to ensure that business expectations are met. During construction, CONSULTANT will work closely with the team composed of the City of Chandler and the contractor to ensure that business owner concerns identified during the pre-construction phase are addressed to best develop traffic control plans, always keeping safety in mind. It will be important for the contractor to work with us when addressing any business issues or concerns that arise during construction.

Businesses on all four corners of the intersection are heavily dependent upon the traffic using the roadway and will rely on our assistance as construction progresses. Weekly, either prior to or after construction progress meetings, CONSULTANT will drop in to check with businesses to make sure they have project newsletters for customers and see if they have any questions or concerns (estimate 49 weeks). CONSULTANT will continue to provide construction update newsletters to businesses as the project progresses so they may update their customers as well. These newsletters will also be distributed to residents within a half-mile radius of the intersection.

Task 6: Newsletters and Communications

Newsletters (9): Additional community outreach will include developing and mailing a pre-construction newsletter to surrounding residents once the contractor has been selected in January 2012. CONSULTANT will prepare eight more newsletters to be distributed monthly to provide construction updates, accomplishments, milestones, a monthly look-ahead, and photos.

City's Electronic Newsletter: CONSULTANT will submit the public meeting date, project information, updates, and start date information to the CityScope Newsletter produced by the City of Chandler Communications and Public Affairs Department.

City Web Site and Social Media Updates: CONSULTANT will post restrictions to the project Web site and the City's Web site under Road Construction and Street Closures (<http://chandleraz.gov/default.aspx?pageid=56>) for residents. In addition, CONSULTANT will work with the Communications and Public Affairs Department to utilize the City's existing Facebook, Twitter, YouTube, and RSS News Feed to communicate with stakeholders regarding the project.

Hotline: CONSULTANT will set up a 24-hour-a-day hotline phone number, correspond with callers, maintain a call log, and coordinate with the project team on responses.

Valley Metro: CONSULTANT will coordinate with Valley Metro for bus route 104 to inform them of known closures to give them the opportunity for rerouting if necessary.

**EXHIBIT B
FEE SCHEDULE**

Track	Project Time \$/hour	Public Officials \$/hour	Graphic Designer \$/hour	Web Site Designer \$/hour	Translator \$/hour	Interpreter \$/hour	Subtotal Cost
1	30	-	-	60	-	-	\$8,400
2	32	32	10	-	2	8	\$8,320
3	42	64	-	-	-	-	\$10,800
4	24	40	10	-	2	6	\$7,920
5	42	64	16	-	4	16	\$13,680
6	72	90	72	-	14	-	\$23,620
LABOR TOTALS	212	230	108	60	22	30	\$72,740
Direct Expenses Description			Unit Cost	Quantity	Unit		
Web hosting and registration for 15 months			\$10 per Month	15	Months	\$150	
Printing of Meeting Materials (x)			\$.35 Each	200	Pieces	\$70	
Door to door distribution			\$.10 Each	18,000	Hangers	\$1800	
DIRECT EXPENSE ALLOWANCE							\$2,020
TOTAL							\$74,760

EXHIBIT C
INSURANCE REQUIREMENTS

1. CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
2. With the exception of professional liability policies, policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
3. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
4. If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
5. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
6. CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
7. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
8. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee.
9. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
10. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.

11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT's employees;
5. Claims for damages insured by usual personal injury liability coverage;
6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as

Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.

8. Claims for bodily injury or property damage arising out of completed operations;
9. Claims involving contractual liability insurance applicable to the CONSULTANT's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;
11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CONSULTANTS, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

C.2.3 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

C.2.4 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONSULTANT will require the subconsultant to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

C.2.5 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by DESIGN CONSULTANT, or any person employed by CONSULTANT, with a claims made policy limit of not less than \$1,000,000.

EXHIBIT D

Consultant Immigration Warranty
To Be Completed by Consultant Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Consultant and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST0704-111		
Company Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Consultant has identified all Consultant and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Consultant (Employer) or Authorized Designee:

Cheryl Wiersma FOR MARSHA MILLER

Printed Name: MARSHA MILLER

Title: PRINCIPAL

Date (month/day/year): 8/9/2011