



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA07-277**

1. Agenda Item Number:
38

2. Council Meeting Date:
June 28, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: June 11, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award an engineering services contract to PB Americas for the Transportation Master Plan Update, Project No. ST0701-101, in an amount not to exceed \$299,741.

6. RECOMMENDATION: Staff recommends that Council award an engineering services contract to PB Americas for the Transportation Master Plan Update, Project No. ST0701-101, in an amount not to exceed \$299,741.

7. BACKGROUND/DISCUSSION: The Transportation Master Plan Update project includes updating the City's current Transportation Master Plan, which was adopted by Council in 2002, the City Bicycle Plan, which was adopted in 1999, and the City Transit Plan, which was adopted in 2002. The update will take approximately one year, will involve extensive public input and coordination with the City's Transportation Commission, and will update and review of all capital improvement requirements and existing model assumptions. The update must address changes that have occurred including the increased growth and ridership and will define the future transportation system improvements for the City.

8. EVALUATION PROCESS: The consultant selection process was conducted in accordance with established City policies and procedures. Staff solicited and received statements of qualifications from nine (9) firms in October 2006. Three firms were selected for interviews. The selection committee included the following members:

- Jeffrey Kramer, Assistant Public Works Director/ Transportation & Operations
- William Fay, Public Works Engineer
- Michael Normand, Transit Services
- Robert Combs, Purchasing Director
- Frank Peak, Chandler Resident

The selection committee recommended the following ranking:

1. PB Americas, Inc. (doing business at the time of the selection as Parsons-Brinkerhoff, Inc.)
2. IBI Group, Inc. (IBI)
3. Kirkham Michael Engineering, Inc.

9. FINANCIAL IMPLICATIONS:

Cost: \$299,741
Savings: None
Long Term Costs: None
Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
215.3310.0000.6517.6ST319	HURF	Transportation Plan Updates	FY 05/06	\$299,741

10. PROPOSED MOTION: Move that Council award an engineering services contract to PB Americas for the Transportation Master Plan Update, Project No. ST0701-101, in an amount not to exceed \$299,741, and authorize the Mayor to sign the contract documents.

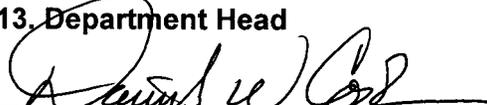
ATTACHMENTS: Contract

APPROVALS

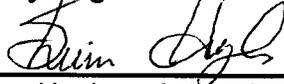
11. Requesting Department


Mike Normand, Acting Assistant Public Works Director/ Transportation & Operations

13. Department Head


Daniel W. Cook, Acting Public Works Director

12. City Engineer


Sheina Hughes, Acting Assistant Public Works Director/City Engineer

14. City Manager


W. Mark Pentz

CITY OF CHANDLER
PROFESSIONAL SERVICES CONTRACT

Project Name: Transportation Master Plan Update

Project No. ST0701-101

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and PB Americas, Inc., a New York corporation licensed to do business in 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 Two Hundred Ninety Nine Thousand Seven Hundred Forty One dollars (\$299,741) 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 Three Hundred Sixty Five (365) 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. **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. 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.

8. **INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit C attached hereto and made a part hereof by reference.
9. **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.
10. **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.

11. **ARIZONA LAW:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
12. **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 the case of City:

In the case of CONSULTANT:

City of Chandler
Public Works/Contract Administration
P.O. Box 4008, MS 407
Chandler, AZ 85244-4008
480.782.3307

PB Americas, Inc.
1501 W. Fountainhead Parkway #400
Tempe, AZ 85282
(480) 966-8295

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of _____ 2007.
CITY OF CHANDLER

CONSULTANT

MAYOR Date

By: [Signature]
Title: Vice President

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

ADDRESS FOR NOTICE
PB Americas, Inc.
1501 W. Fountainhead Parkway #400
Tempe, AZ 85282
Phone: (480) 966-8295

APPROVE AS TO FORM

ATTEST: If Corporation
[Signature]
Secretary

City Attorney By: [Signature]

ATTEST:

City Clerk SEAL

EXHIBIT A SCOPE OF WORK

CONSULTANT shall prepare a Transportation Master Plan which will involve five major tasks. The study and products will build on information and recommendations including in the current CITY modal plans as well as the projects included in the prop 400 RTP. The five tasks shall include the following:

- * Task 1: Public Involvement
- * Task 2: Existing Conditions
- * Task 3: Future Conditions
- * Task 4: Alternative Actions
- * Task 5: Draft and Final Plan
- *

Task 1: Public Involvement

Activities:

Subtask 1a: Public Involvement Plan

CONSULTANT shall prepare a Public Involvement Plan (PIP) defining the details of the program and describing specific outreach activities linked to project tasks and milestones. The items that will form the foundation of the PIP include:

Subtask 1b: Public Involvement Activities

The following activities will form the basis of the public involvement program.

- Ongoing communication with city staff, Chandler Transportation Commission.
- Develop and maintain a stakeholder database, using existing city database information as a starting point.
- Provide information and other support to initiate and maintain a project page on the city's website.
- Provide support for media relations, e.g., preparation of press releases, and providing information and graphics as requested.
- Provide project information (e.g., meeting announcements) for broadcast on the City's cable channel.
- Establish a centralized contact location and process for addressing inquiries.
- Develop information to be used at public city events and provide staff support at those events.
- Develop project information materials including visual aids for meetings, a project brochure, 2 newsletters, and 2 meeting notices for public meetings.

Products:

CONSULTANT shall produce the following as part of Task 1:

- Public Involvement Plan
- Stakeholder database
- Project information for City website and cable TV channel

- Project materials:
 - One project brochure
 - Up to 2 project newsletters
 - Boards, handouts, and/or PowerPoint as needed to support meetings and community events.

Public meeting notifications, reserving rooms, and posting information on the City's website will be the responsibility of the City.

Task 2: Document Existing Conditions

Purpose:

CONSULTANT shall document current transportation conditions.

Activities:

Subtask 2a: Review Previous Plans

CONSULTANT shall review and summarize the current version of the street plan, transit plan, and bike plan. CONSULTANT shall document the recommendations, identify completed projects, and verify that the need still exists for the remaining projects. CONSULTANT shall review and document the City projects included in the prop 400 RTP.

Subtask 2b: Update Goals and Objectives

CONSULTANT shall review the goals and objectives from the 2001 Chandler Transportation Study and revise as appropriate.

Subtask 2c: Data Collection and Analysis

CONSULTANT shall obtain existing conditions data including land use, travel behavior, and transportation system characteristics. Specific information that will be documented by CONSULTANT includes population and employment for use in the travel model. Title VI/Environmental Justice data will be documented. Population data will be presented using GIS mapping to clearly identify named populations included in Title VI.

Transportation data collection by CONSULTANT shall include functional classification, number of lanes, traffic signal locations, ITS components, accident data, major employers and activity centers, transit routes and service, bus pull outs, on-street bicycle facilities, and off street trails and paths. In addition, current revenue available for construction, operation, and maintenance of transportation facilities will be obtained. The City traffic counts will help define existing traffic conditions.

Subtask 2d: Needs and Deficiencies

Based on the existing conditions analysis and review of existing data, CONSULTANT shall identify and map deficiencies. These could include capacity deficiencies; transit service needs, and gaps in the bicycle system. Further analysis will be conducted by CONSULTANT shall determine existing capacity and level of service for roadway segments. Segment capacities were included in the previous plan. These shall be updated if needed by CONSULTANT.

Subtask 2e: Preliminary list of Short-Range Projects

CONSULTANT shall develop a list of projects that address the existing deficiencies and review with City staff. CONSULTANT shall examine the full range of modes and identify needed projects. The list of potential improvements will be compared to the City's 5-year CIP to determine what deficiencies are already being addressed by programmed projects.

Subtask 2f: Model Calibration

CONSULTANT shall initiate the travel-forecasting model process. CONSULTANT shall use the MAG travel forecasting model to develop forecasts. CONSULTANT shall include socioeconomic data file for their TAZ's and updates the file on a regular basis. Using the most current existing socioeconomic data file for the City, CONSULTANT shall request a 2006 model run by MAG. The 2006 model run volumes compared to existing volumes will allow CONSULTANT to identify any inconsistencies in the model. Screenline factors will be developed to compare actual versus model-generated volumes. The screenline factors will also be used to adjust the travel forecasts.

Product:

CONSULTANT shall deliver to CITY Working Paper Number 1, which will document the existing conditions.

Task 3: Future Conditions

Purpose:

CONSULTANT shall forecast the future travel demand using the MAG model and document future needs.

Activities:

Subtask 3a: Traffic Forecasts

CONSULTANT shall work with City planning staff to document the year 2030 socioeconomic data by TAZ. CONSULTANT shall update the MAG 2030 data file with the revised City data and request a 2030 model run. CONSULTANT shall adjust the model output based on the 2006 screenline comparison and develop 2030 forecasts for the City.

Subtask 3b: Future Needs

Using the 2030 adjusted traffic volumes, CONSULTANT shall future segment level of service will be documented. Expected deficiencies and problem areas will be identified by CONSULTANT.

CONSULTANT shall conduct saturation studies to quantify the capacity improvement at intersections that have been widened. The studies will be conducted on one approach at six different locations and can then be used to better define the operational benefit of intersection improvements.

CONSULTANT shall use the 2030 socioeconomic dataset to identify future transit needs, which could include new service or increased frequency on existing service. The need for neighborhood circulators will be examined as well as park and ride facilities by CONSULTANT, and additional transit centers.

Subtask 3c: Preliminary List of Long-Range Projects

CONSULTANT shall define a list of preliminary improvements to address long-term needs. Improvements will address all modes and provide for regional, city-wide and local needs.

Product:

CONSULTANT shall produce Working Paper No. 2, which will present the travel forecasts, analysis of future conditions, and potential long-range improvements.

Task 4: Alternative Actions

Purpose:

CONSULTANT shall develop alternative actions for the short and long-term transportation needs.

Activities:

Subtask 4a: Evaluation

CONSULTANT shall assemble the preliminary list of projects identified in Tasks 2 and 3 to develop the short and long-range modal elements of the transportation plan.

CONSULTANT shall analyze and evaluate the improvements to determine feasibility and constraints. The evaluation will be based on a set of criteria, which may include construction costs, public development goals, private development responsibilities, level of service, mobility, safety, environmental issues, community support, and funding opportunities. Potential impacts, both positive and negative, will be documented.

CONSULTANT shall develop the Bike Plan, which is a comprehensive document that will document what projects remain to complete and prioritize them, but will not include the safety, education, and enforcement recommendations. Much of the transit element is defined by prop 400 and this plan will focus on neighborhood circulators and the need for additional transit centers or park and ride lots.

CONSULTANT shall evaluate the existing ITS components including signal system, message signs, and detection; compare with other jurisdictions, and identify areas for further study.

The pedestrian element of the plan developed by CONSULTANT shall focus on specific areas of the city, such as downtown and transit facilities. Conduct an initial assessment of safe routes to school and traffic safety education.

Subtask 4b: Implementation

Projects addressing immediate needs will be presented as the short-range program with priorities and cost by CONSULTANT. The long-range program will address buildout deficiencies and also include priorities and cost.

CONSULTANT shall examine the projects for each of the modes to determine those that can be 'bundled' together. For example, a street widening and a bus pull out can be bundled in one project or a street widening across a future trail crossing should accommodate the trail crossing. The implementation plan will define how to accomplish the goals of the Transportation Master Plan.

Subtask 4c: Costs and Revenue

CONSULTANT shall review with staff the City's current revenue sources for transportation including capital improvements, and operations and maintenance. CONSULTANT shall estimate future revenue. CONSULTANT shall compare cost of the plan including capital, operations, and maintenance with the estimated revenue. CONSULTANT shall discuss any shortfall with City staff, review additional revenue sources, and determine a course of action.

Product:

CONSULTANT shall produce Working Paper No. 3, which will present the short and long range modal projects.

Task 5: Draft and Final Plan

Purpose:

CONSULTANT shall prepare the final documentation for the plan update.

Activities:

Subtask 5a: Draft Report

CONSULTANT shall prepare a draft report, which documents the study process, analysis, and results and submit for review. CONSULTANT shall summarize review comments. Conflicting comments and comments needing clarification will be discussed with staff by CONSULTANT.

Subtask 5b: Final Report

CONSULTANT shall review comments, incorporated as appropriate, and the Final Plan will be prepared.

Product:

CONSULTANT shall develop the Draft and Final Chandler Transportation Master Plan.

**EXHIBIT B
FEE SCHEDULE**

	Hartig	Hollow	Ford	Hogan	Fasano	Neves	Lu	Loweff	Technical	Admin	TOTAL
Labor rate	58.5	53.9	26.35	72	24	28.3	34.5	50.7	38	25.6	
Task											
Public Involvement	32	24	24						40	16	136
Existing Conditions	24	40	48		64	40			40	16	272
Future Conditions	48	64	64		64	64			40	16	360
Alternative Actions											0
Streets	80	136			144	56			80	24	520
Transit			136	24	64		120	20			364
Draft and Final Report	104	104	104	16					40	40	408
Project Management	48								48	48	144
TOTAL HOURS	336	368	376	40	336	160	120	20	288	160	2204
DIRECT LABOR COST	\$19,656	\$19,835	\$9,908	\$2,880	\$8,064	\$4,528	\$4,140	\$1,014	\$10,944	\$4,096	\$85,065
OVERHEAD @ 154.7%	\$30,408	\$30,685	\$15,328	\$4,455	\$12,475	\$7,005	\$6,405	\$1,569	\$16,930	\$6,337	\$131,597
FEE @ 10%	\$5,006	\$5,052	\$2,524	\$734	\$2,054	\$1,153	\$1,055	\$258	\$2,787	\$1,043	\$21,666
TOTAL LABOR COST	\$55,070	\$55,572	\$27,760	\$8,069	\$22,593	\$12,686	\$11,600	\$2,841	\$30,661	\$11,476	\$238,328
Direct Cost											
Mileage=100 miles per month x 12 months x \$.485											\$582
Subsistence=\$25 per month x 12 months											\$300
Reproduction=200 copies x 12 months x \$.1											\$240
Delivery/Postage=\$25 x 12 months											\$300
Public Meetings (displays, travel, refreshments)											\$2,500
Reports=50 reports @ \$50 and 100 executive summary @\$25											\$5,000
Miscellaneous											\$250
Subtotal											\$9,172
Subconsultants											
Infraconsult											\$28,390
A Dye Design											\$23,851
Subtotal											\$52,241
TOTAL COST											\$299,741

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. 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 "I" "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 CONSULTANT, or any person employed by CONSULTANT, with a claims made policy limit of not less than \$1,000,000.