



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-008**

1. Agenda Item Number:
46
2. Council Meeting Date:
July 31, 2008

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: July 15, 2008
4. Requesting Department: Public Works

5. SUBJECT: Award professional services contract to Stantec for Landscape Analysis and Reclaimed Water System Analysis, Project No. ST0707-101, in an amount not to exceed \$123,256.

6. RECOMMENDATION: Staff recommends that Council award professional services contract to Stantec for Landscape Analysis and Reclaimed Water System Analysis, Project No. ST0707-101, in an amount not to exceed \$123,256.

7. BACKGROUND/DISCUSSION: The Streets Division is currently responsible for over 325 acres of landscaped areas. These areas are composed of improved medians, rights-of-way, and retention basins. Additionally, the City has set a goal to provide reclaimed water to supply its landscape needs. As a result, City staff has determined the need for the development of an implementation and rejuvenation plan for landscape areas and evaluation of the associated reclaimed irrigation system.

The project includes the development to two tasks: Landscape Analysis and Reclaimed Water System Analysis. The Landscape Analysis will provide not only a recommended list of acceptable vegetation for median and rights-of-way but also provide recommendations for better planting, fertilization, densities, and maintenance techniques. This plan will also prioritize and provide cost estimates for upgrading landscape areas, while taking into account existing standards. Similarly, the Reclaimed Water System Analysis will provide an inventory, prioritization, and implementation plan of the reclaimed water transmission system south of Pecos Road and east of Price 101 Freeway.

The goal is to essentially obtain findings for Best Management Practices, BMP's for both the Streets Divisions landscaped areas and the utilization of reclaimed water.

8. EVALUATION: The City selection process was developed in accordance with the state law for selecting design services. Ten Statements of Qualifications were received from qualified firms on January 17, 2008. The selection committee included the following members:

- Bart Brown , City Landscape Architect
- Dara Griffith, Engineer Project Manager
- William Fay, Public Works Engineer
- Maher Osman, Chandler Resident

The three consultants Stantec, WLB Group, and Logan Simpson were short listed when the committee met on January 28 and Stantec was selected based on their qualifications, relevant team experience, and project understanding and approach.

9. FINANCIAL IMPLICATIONS:

The City has been approved for an Arizona State Forestry Grant in the amount of \$10,000.00. Once received, the funds will be used to reimburse the following account.

Contract Cost: \$123,256.00

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.0000.6515.8ST014	General Obligation Bond	Upgrade Landscape Areas	FY07/08	\$123,256.00

10. PROPOSED MOTION: Move that Council award professional services contract to Stantec for Landscape Analysis and Reclaimed Water System Analysis, Project No. ST0707-101, in an amount not to exceed \$123,256.

ATTACHMENTS: Contract

APPROVALS

11. Requesting Department



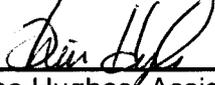
Daniel W. Cook, Deputy Public Works Director

13. Department Head



R.J. Zeder, Public Works Director

12. City Engineer



Sheina Hughes, Assistant Public Works Director /
City Engineer

14. City Manager



W. Mark Pentz

PROFESSIONAL SERVICES CONTRACT

Project Name: Landscape Analysis and Reclaimed Water Irrigation System Analysis

Project No. ST0707-101

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Stantec Consulting, Inc., an Arizona corporation, 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 One Hundred Twenty Three Thousand Two Hundred Fifty Six dollars (\$123,256) 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 Ninety (90) 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. **ARIZONA LAW:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

13. **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 _____ 2008.
CITY OF CHANDLER

MAYOR Date

CONSULTANT

By: [Signature]
Title: Sr. Principal

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

ADDRESS FOR NOTICE
Stantec Consulting, Inc.
8211 South 48th Street
Phoenix, AZ 85044-5355
Phone: 602-438-2200
FAX: 602-431-9562

APPROVE AS TO FORM

City Attorney by: [Signature]

(ATTEST: If Corporation)
[Signature]
Secretary

ATTEST:

City Clerk

SEAL

EXHIBIT A SCOPE OF WORK

Landscape Analysis

The Landscape Analysis shall cover an area of approximately 325 acres (40 miles of roadway) throughout the CITY of Chandler. This total area consists of landscape areas maintained by the CITY Public Works Department and includes medians, rights-of-way, and retention basins. After identifying these areas, CONSULTANT shall prepare an improvement and implementation report that shall address methods for upgrading these areas in terms of appearance, improved maintenance, safety, and long-term viability. The report shall also provide an implementation component, which shall describe, on an overall and yearly basis, methods, budgets and schedule for the implementation of these improvements. Additionally, specific attention shall be given to the installation and maintenance of Date Palms within these areas of the CITY. The following landscape analysis shall be performed:

1. Identification and programming

- 1.1. Review existing CITY maps, documents, CITY ordinances, aerial photos and GIS file data to identify specific areas, which comprise the 325 acres of City of Chandler maintained landscape.
- 1.2. Develop a 3 or 4 point numeric grading system based on current CITY ordinance requirements and the following criteria to determine level of renovation required:
 - 1.2.1. Types of plant material
 - 1.2.2. Density
 - 1.2.3. Condition of plant material
 - 1.2.4. Maintenance level
 - 1.2.5. Condition of inert
 - 1.2.6. Clearances and encroachments of plant material.
- 1.3. Develop schedule for project.

Meetings:

- Review meeting with CITY staff to confirm areas and review grading system and schedule.

Products:

- Description of Grading System for analyzing landscape areas.
- Project Schedule

2. Review and evaluation

- 2.1. Conduct drive-by review of areas and document findings with notes and photos.
- 2.2. Evaluate areas using grading system by mile-long blocks based on landscaped areas maintained by COC and indicated on the most current GIS Shape files.
- 2.3. Review data and categorize areas based on grading system criteria.

Meetings:

- Coordination meeting with CITY staff

Products:

- Data collected in field review

3. Preparation of Draft Landscape Analysis Report

3.1. The Draft Landscape Analysis Report shall contain the following items:

- 3.1.1. Introduction and description of general condition of plants.
- 3.1.2. Description of grading system
- 3.1.3. Description and location of areas evaluated.
- 3.1.4. Evaluation of areas.
- 3.1.5. Recommendations for upgrading areas.
- 3.1.6. The current approved plant list (ADWR list as amended by CITY) for use in medians, ROW's, and retention basins.
- 3.1.7. Estimated costs for upgrades based on grading level.
- 3.1.8. Recommended schedule of proposed renovations and maintenance.
- 3.1.9. Typical sections, details and specifications for development and renovation of medians, ROW's.

Products:

- Draft Analysis Report

4. Submit Draft Landscape Report for review by CITY staff.

4.1. Review Draft Landscape Report with CITY staff.

Meetings:

- Review meeting with CITY staff.

5. Develop Final version of Landscape Analysis Report based on CITY comments.

5.1. Review Final version of Landscape Analysis Report with CITY staff.

5.2. Submit Final Landscape Analysis Report.

Meetings:

- Review meeting with CITY staff.

Products:

- Final Landscape Analysis Report (5 copies)
- CD of Final Landscape Analysis Report

Assumptions and Exclusions

- Landscape areas shall be evaluated on an overall basis. Recommendations for specific plant material shall not be included.
- It is assumed that irrigation systems meet current ordinances in regard to all cross connection requirements.
- The general condition of the irrigation systems shall be based on assumptions drawn from visual review of plant material.
- Landscape areas shall be reviewed on a general basis and shall not include an evaluation of the irrigation systems or soil conditions.

- Retention basins shall be reviewed only on their overall condition not on their functionality or hydrological basis.

The following irrigation engineering services tasks shall also be provided:

1. Review of Existing CITY Irrigation Water Distribution System

- Coordinate with designated CITY staff representatives for onsite tour and analysis of existing street irrigation systems within project scope of work area. The purpose of this site analysis shall be as follows:
- Identify and map which landscaped medians are currently serviced by potable or reclaimed water for irrigation
- Observe and note the current state of effective operation for existing systems within project area
- Discuss specific issues and concerns related to existing median irrigation that CITY staff is currently facing
- Gain input from CITY staff regarding the prioritization of irrigation system improvements and water source renovations within project area
- It is anticipated that this site analysis and coordination effort shall require three days of on-site reconnaissance work with CITY staff members and two additional days of on-site follow-up observation, therefore five (5) working days of on-site analysis and review work utilizing two Aqua Engineering staff members, and the appropriate CITY staff members (to be determined by the CITY).
- Prepare comprehensive diagram of project area that describes observed “block-by-block” conditions of existing median irrigation systems, and prioritized evaluation of required repairs and improvements of existing conditions.
- Prepare summary memorandum that describes the findings of the site analysis, and provides prioritized recommendations for addressing issues encountered during the site analysis process.
- The products of this task shall include a single overall color-coded diagram for the project area, and a memorandum in 8.5x11 format

2. Review of Current CITY Reclaimed Water Master Plan and Develop Comprehensive Recommendations for Prioritized Reclaimed Water Distribution System Improvements within Scope of Work Area

- Review current reclaimed water system development master plan documentation from CITY Municipal Utilities Department, and evaluate alternatives and approaches to interfacing median improvements with that plan based on prioritized recommendations established in Task 1.0 of this scope of work.
- Using parameters established in the current master planning effort and information provided by the Reclaimed Water Study from the Municipal Utilities Department, develop updated comprehensive diagram of project area that describes prioritized “block-by-block” reclaimed water irrigation piping improvement strategy for a 5-year and 10-year development horizon. This effort shall include review of the existing computerized hydraulic model and pressure zone data for the reclaimed irrigation water supply system provided by the CITY to ensure that recommendations consider anticipated build-out irrigation construction requirements for median and right-of-way landscaping within the project area. Consideration shall also be given for potential system supply needs of adjacent reclaimed water users based on parameters and additional master planning information provided by CITY. The intent of this evaluation shall also be to establish supply parameters for the purpose of minimizing the need for booster pumps for median and right-of-way landscape irrigation systems.
- Prepare an opinion of probable construction cost evaluation for the block-by-block improvements based on the diagram provided with this Task 2.0 work effort.
- The products of this task shall include a single overall color-coded diagram for the project area, and a memorandum in 8.5x11 format.

3. Develop “Best Management Practices” (BMP) Documentation for Future Implementation of Reclaimed Water Distribution System Improvements

- Review current local and regional standards for use and application of reclaimed water for irrigation purposes and develop comprehensive Best Management Practices (BMP) guidelines and documentation for irrigation system construction and maintenance for anticipated CITY street median and right-of-way improvements within the project area. These BMP’s shall be structured to account for the following:
- A description of the anticipated cost benefits, environmental benefits, and operational benefits to using Reclaimed Water over Potable Water for irrigation purposes
- Recommended Irrigation Equipment Standards
- Recommended Irrigation Signage and Equipment Marking or Identification Standards
- Recommended Irrigation Installation Standards for Piping and Water Application
- Recommended Irrigation Contractor Qualifications Standards
- Recommended Irrigation System Maintenance and Operational Practices
- The products of this task shall be presented in single bound 8.5x11 document format.

4. Develop Performance Specifications Documentation for Future Typical Irrigation Pumping and Control System

- Coordinate with CITY representatives to identify a typical irrigation improvement site application that can be used as a standard for pumping and control system performance specifications development.
- Prepare typical irrigation pumping system and control system construction notes, details, and performance specifications to meet the parameters of the typical irrigation improvement site application identified above. The pumping and control system documents are anticipated to include the following design elements:
- Concrete mounting pad
- Inlet and discharge piping and connections to existing services
- Skid mounted close-coupled centrifugal pump system including electrical controls and enclosure
- Flow sensing / master valve components designed to be compatible and interface with the standard control system
- Irrigation controller and enclosure assembly designed to interface with the irrigation pumping system, and flow sensor/master valve components
- Prepare an opinion of probable construction cost for this scenario based on the parameters of the standard pumping and control system performance specifications, including the anticipated budgets for maintenance and equipment replacement over a 10-year maintenance program scenario.
- The products of this task shall be presented in single bound 8.5x11 document format.

5. Supplementary Site Visits and Coordination Meetings

- It is anticipated that supplementary site visits and coordination meetings shall be required during the course of this analysis project. We would recommend including the following quantity of site visit and meetings for project budgetary purposes:
- Four (4) additional half-day site visits
- Six (6) additional coordination meetings with CITY staff

ASSUMPTIONS

It is assumed that the following information and services provided by others during the investigative phase are accurate and suitable for our use during the construction document renovation phase:

- Accurate and finalized computerized base information compatible with .DWG formats containing curb lines, building and other hard surface locations, sidewalk locations, grading, and other site improvements
- Finalized landscape design concepts for the block-by-block improvement areas
- Existing water source location, water pressure, and contacts for coordination issues.
- Existing power source locations and contacts for coordination issues.

SERVICES NOT INCLUDED

- Formal submission of a "pricing" package or partially completed documents.
- Site visits or coordination meetings other than those specified.
- Electrical engineering, "one-line", or panel board schedules.
- Redesign for changes in design after the drawings have been either partially or completely prepared because of site changes, concept changes, and other unforeseen changes

CHANGES

Because changes in base information and/or landscape design can significantly affect sprinkler layout and in turn pipe layout and hydraulics, any such changes shall necessitate our charging additional fees, as detailed in the Agreement. Therefore, the fees quoted presume the availability of completed base information and completed landscape design before irrigation design begins.

**EXHIBIT B
FEE SCHEDULE**

Landscape Analysis		
Task 1.	Identification and Programming	\$ 10,248.00
Task 2.	Review and Evaluation	\$ 20,560.00
Task 3.	Preparation of Draft Landscape Analysis Report	\$ 23,752.00
Task 4.	Preparation of Final Landscape Analysis Report	\$ 10,276.00
Reimbursable		\$ 635.00
	Sub-Total	\$ 65,471.00
Reclaimed Water System Analysis		
Task 1.	Review of Existing City of Chandler Irrigation Water Distribution System	\$ 19,870.00
Task 2.	Review of Current City of Chandler Reclaimed Water Master Plan and Develop Comprehensive Recommendations for Prioritized Reclaimed Water Distribution System Improvements within Scope of Area	\$ 15,200.00
Task 3.	Develop "Best Management Practices" (BMP) Documentation	\$ 10,800.00
Task 4.	Develop Performance Specifications Documentation for Future Typical Irrigation Pumping and Control System	\$ 7,965.00
Task 5.	Supplementary Site Visits and Coordination Meetings	\$ 3,950.00
	Sub-Total	\$ 57,785.00
Total		\$123,256.00

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