



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-163**

1. Agenda Item Number:

39

2. Council Meeting Date:
February 12, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: January 22, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award an engineering design services contract to Logan Simpson Design Inc. for the Chandler Boulevard Environmental Study Project, Project No. ST0814-102, in an amount not to exceed \$29,912.

6. RECOMMENDATION: Staff recommends that Council award an engineering design services contract to Logan Simpson Design Inc. for the Chandler Boulevard Environmental Study Project, Project No. ST0814-102, in an amount not to exceed \$29,912.

7. BACKGROUND/DISCUSSION: As part of the fiber optic installation between Chandler Boulevard from the intersection at Delaware Street to the intersection at Gilbert Road it is necessary to perform an environmental study that includes preparation of a Categorical Exclusion and Design Concept Report (DCR). The Categorical Exclusion preparation includes a Pre-Initial Site Assessment (PISA), Biological Review, and Cultural Resource research and survey work.

8. EVALUATION: Logan Simpson Design was Direct Selected based on qualifications, design capability, current workload, and experience and is recommended for approval of this contract. Logan Simpson Design was selected in accordance with established City policies and procedures.

9. FINANCIAL IMPLICATIONS:

Cost: \$29,912
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.0000.6517.9ST649	GO - Bonds	Chandler Blvd Fiber Cable Installation	FY08/09	\$29,912

10. PROPOSED MOTION: Move that Council award an engineering design services contract to Logan Simpson Design Inc. for the Chandler Boulevard Environmental Study Project, Project No. ST0814-102, in an amount not to exceed \$29,912.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department

Daniel W. Cook, Deputy Public Works Director

13. Department Head

R.J. Zeder, Public Works Director

12. City Engineer

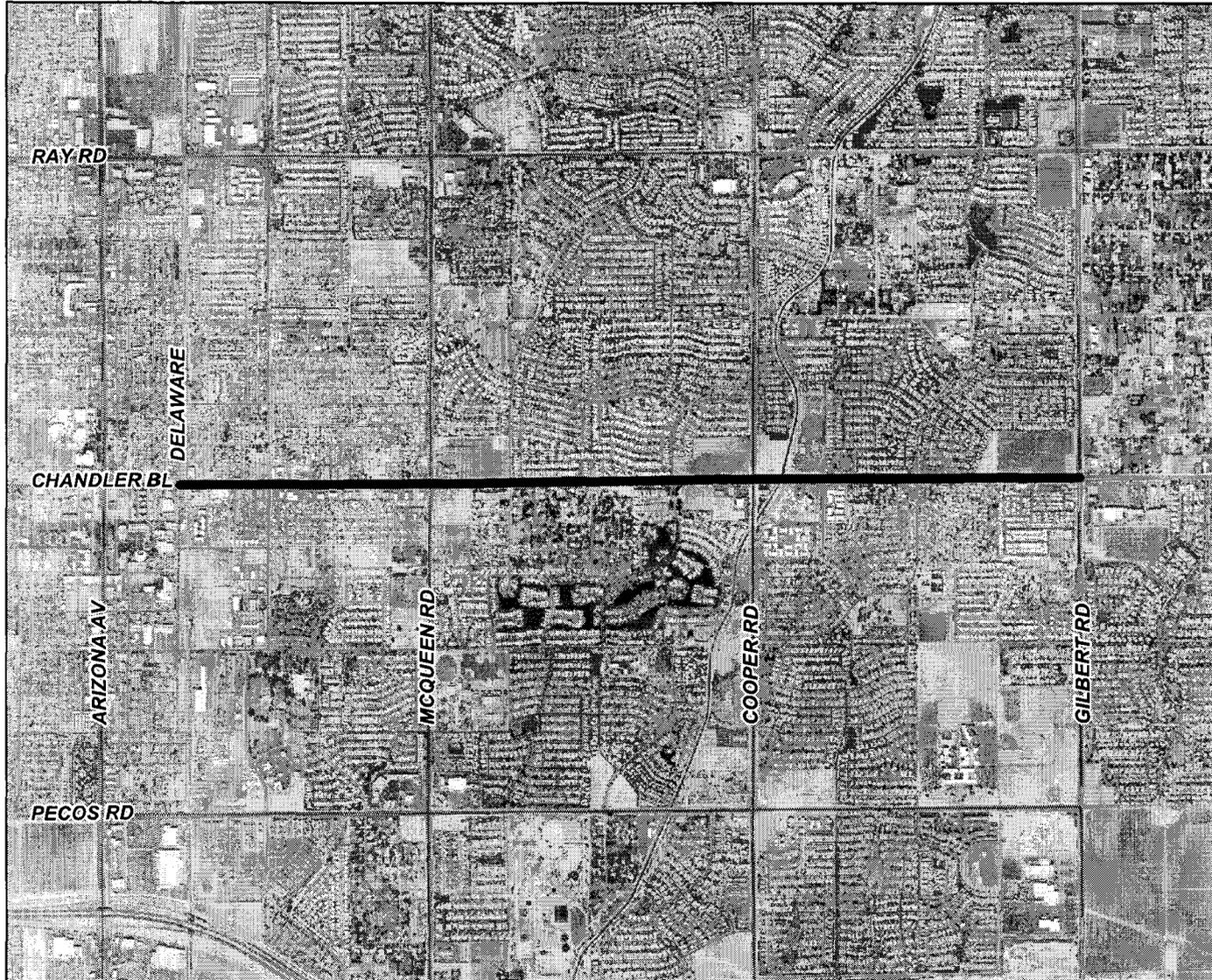
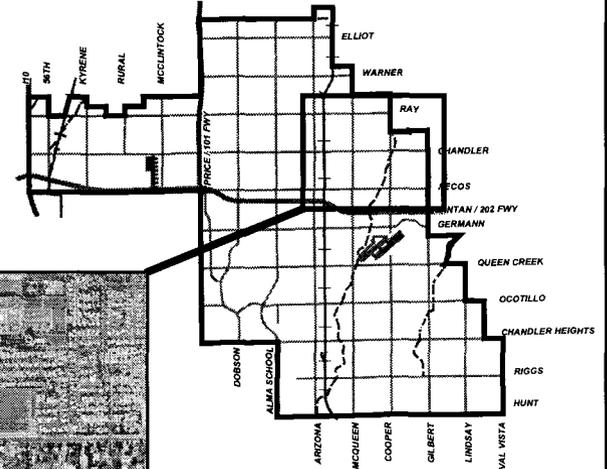
Sheina Hughes, Assistant Public Works Director/City Engineer

14. City Manager

W. Mark Pentz



CHANDLER BLVD ENVIRONMENTAL STUDY PROJECT NO. ST0814-102



MEMO NO. CA09-163

PROJECT AREA



PROFESSIONAL SERVICES CONTRACT

Project Name: Chandler Boulevard Environmental Study

Project No. ST0814-102

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Logan Simpson Design, 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 Twenty Nine Thousand Nine Hundred Twelve dollars (\$29,912) 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 one hundred sixty (160) 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. **REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW**

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor 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 "Contractor Immigration Warranty").

A breach of the Contractor 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 Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor 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 Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor 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 contractor 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 Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

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

14. **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/Department Head/Designee 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

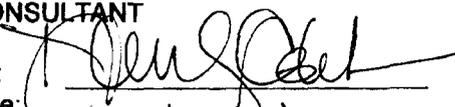
APPROVE AS TO FORM

City Attorney by: 

ATTEST:

City Clerk

CONSULTANT

By: 
Title: President & CEO

ADDRESS FOR NOTICE
Logan Simpson Design, Inc.
51 W. Third St., Ste. 450
Tempe, AZ 85281
Phone: 967-1343
FAX: 966-3232

ATTEST If Corporation

Secretary

SEAL

EXHIBIT A SCOPE OF WORK

CONSULTANT shall prepare a Categorical Exclusion (CE) for the installation of fiber optic cable below Chandler Boulevard from the intersection at Delaware Street to the intersection at Gilbert Road, in the City of Chandler (CITY) and Town of Gilbert (Town) in Maricopa County, Arizona. In addition, CONSULTANT shall provide the environmental considerations section for the Design Concept Report (DCR).

CONSULTANT assumes the installation of fiber optic cable shall occur within existing City and Town rights-of-way. No temporary construction easements are anticipated to be required. The environmental documentation shall be based on the electronic or hard copies of project files (design plans) provided by the CITY. Environmental clearance for geotechnical investigations is not included within this Scope of Work. CONSULTANT assumes that no work shall occur in any washes/drainages; therefore no Section 404 jurisdictional delineation/permit preparation is included in this Scope of Work. No Section 4(f) or Section 7 consultation, hazardous material testing, air or noise modeling, Clean Water Act delineations or permits, or sensitive species surveys are anticipated for this project.

TASK 1.0 DATA COLLECTION AND RESEARCH

The CITY shall supply CONSULTANT with base maps, aerial photography, project design plans, hydrology information, and other project design information as necessary. CONSULTANT shall obtain existing data for the environmental documentation from the City, Town, Maricopa County, the Arizona Department of Environmental Quality (ADEQ), the US Environmental Protection Agency (EPA), the State Historic Preservation Office (SHPO), the Bureau of Land Management (BLM), and other applicable planning and resource agencies. CONSULTANT shall coordinate with other consultants associated with this project, including Lee Engineering and RJ Engineering.

TASK 2.0 CATEGORICAL EXCLUSION

The Categorical Exclusion (CE) shall be updated following the ADOT Categorical Exclusion Checklist dated September 2008. One CE shall be prepared to cover the potential impacts of proposed project. CONSULTANT shall also prepare the summary of environmental considerations for the DCR.

2.1 Agency Scoping: As required by ADOT Local Government Section (LGS), CONSULTANT shall send scoping/coordination letters to Maricopa County Department of Transportation, Maricopa County, Maricopa Association of Governments, the local school districts, and Salt River Project. CONSULTANT assumes that the CITY shall coordinate with its various departments; therefore, no scoping letters shall be sent to departments within the CITY or Town. A copy of the scoping letters along with a distribution list shall be submitted to CITY for review and approval prior to distribution. CONSULTANT shall print and distribute the scoping letters.

2.2 Public Scoping: CONSULTANT shall prepare text for scoping/coordination letters/fliers to be sent to adjacent landowners. A copy of the scoping letter along with project maps shall be submitted to the CITY for review and approval. CONSULTANT assumes that the CITY shall distribute the public scoping letter/flier to all adjacent landowners, and respond as needed to the comments received. The CITY shall provide CONSULTANT a summary of all comments received, and responses provided, for inclusion in the CE.

2.3 Draft Categorical Exclusion: A site visit shall be made to review the proposed activities in the field to assess impacts of the project components. The Draft CE shall be prepared and submitted to the CITY for distribution to ADOT for review and comment. One electronic copy of the Draft CE and up to three paper copies of the CE shall be submitted. One meeting shall be held with the ADOT LGS (at their Phoenix offices) to review comments on the draft CE.

2.4 Final Categorical Exclusion: The Final CE shall be prepared based on the comments received on the draft document. One electronic copy of the Draft CE and up to three paper copies of the CE shall be submitted for CITY and ADOT signature.

2.5 Preliminary Initial Site Assessment: A Pre-Initial Site Assessment (PISA) shall be completed. The PISA shall query applicable ADEQ and EPA Databases to identify hazardous materials concerns which have been

reported. CONSULTANT shall conduct a site visit to visually inspect the project area for signs of hazardous materials issues. One electronic copy of the PISA and up to three paper copies shall be submitted to the CITY for submittal to ADOT.

2.6 Biological Review: A Biological Review (BR) shall be completed and submitted for the project. CONSULTANT shall conduct a literature search and an on-site reconnaissance-level survey of the project area for threatened, endangered, and sensitive (TES) species for Maricopa County based on state and federal listings under the Endangered Species Act and Arizona Game and Fish Department Natural Heritage Program. CONSULTANT assumes that no TES species or their habitats are present in the project area. No formal consultation with the US Fish and Wildlife Service or surveys for sensitive species are included as part of this Scope of Work. One electronic and up to two paper copies of the BR shall be submitted to the CITY for submittal to ADOT.

2.7 Cultural Resources: CONSULTANT shall conduct a Class III cultural resources survey consisting of background research and a pedestrian survey of the project area. Background research shall involve a records search and site files check at ADOT, Arizona State Museum (ASM), SHPO, and BLM to identify previous surveys and previously recorded sites in the project vicinity. A non-collection, intensive pedestrian survey shall be completed to identify and record prehistoric and historic cultural resources that occur in the project area. All work shall be completed in conformance with the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties, as well as ADOT, ASM, and SHPO standards for site recording and reporting.

A report documenting the results of the background research and pedestrian survey shall minimally include an introduction stating the purpose of the project, the results of background research, survey methods, and results. Identified sites shall be evaluated for their eligibility for inclusion in the National Register of Historic Places. Recommendations for the avoidance or treatment of sites, as appropriate, shall be included. CONSULTANT assumes 10 acres or less shall be surveyed and no more than one cultural resource site shall be identified as a result of this Class III survey.

The preparation of a treatment plan for testing and/or data recovery cannot be completed until it is known whether significant cultural resources exist in the project area that cannot be avoided, and is beyond this Scope of Work. CONSULTANT shall submit four copies of the draft report for review and incorporate comments, if any, into the final report. CONSULTANT assumes that ADOT shall be responsible for the preparation of agency and tribal consultation letters.

Task 3.0 Environment Considerations and DCR review

In addition to preparation of the environmental considerations section for the DCR, CONSULTANT shall perform a standard review of both the Draft and Final DCR documents.

Task 4.0 Project Coordination

CONSULTANT shall attend one project coordination meeting with the CITY. It is assumed that one member of CONSULTANT's staff shall attend the meetings at the CITY. CONSULTANT shall also perform other project management tasks including schedule updates, general project coordination, and quality assurance/quality control.

**EXHIBIT B
FEE SCHEDULE**

Description	Project Principal	Arch IV	Arch III	Arch II	Arch I	Tech Editor II	Biologist IV	Biologist III	Environ. Planner III	Environ. Planner II	Environ. Planner I	Graphic Designer III	Subtotal Hours	Subtotal Labor Costs	Mileage	ASM	AZSITE
Task/Rate	\$137.81	\$134.6	\$82.19	\$60.80	\$48.80	\$55.34	\$127.71	\$97.91	\$95.04	\$80.19	\$54.95	\$95.04			0.445	80.00	35.00
Background Research										4	8		10	\$ 680			
Subtotal Task 1 Labor	0	0	0	0	0	0	0	0	0	4	8	0	10	\$ 680	\$ -	\$ -	\$ -
Task 2.1 Agency & 2.2 Public Scoping						4			2	8	14	2	30	\$ 2,052			
Task 2.3 Draft CE	2								4	80	24	4	114	\$ 8,800			
Task 2.4 Final CE	1								2	16	16		35	\$ 2,520			
Task 2.5 Pre-Initial Site Assessment																	
Data Search/Field Visit									3			8	11	\$ 725	50		
Draft Report						2			2	16	2	2	24	\$ 1,904			
Final Report									2	2			4	\$ 360			
Task 2.6 Biological Review																	
Field survey									4				4	\$ 362	50		
Report preparation							1	20				2	23	\$ 2,076			
Project Coordination							1	4					5	\$ 479			
Task 2.7 Cultural Resources																	
Project Coordination	1												1	\$ 188			
Background Research					8								8	\$ 365	50	1	4
Survey/Site Recording					8	8							16	\$ 877	50		
Report				30								20	50	\$ 3,725			
QA/QC		2	2			2							6	\$ 518			
Compliance				1									1	\$ 61			
Close out													0	\$ -			
Subtotal Task 2 Labor	4	2	2	45	8	8	2	28	15	122	64	30	330	\$ 25,001	200.00	1.00	4.00
Environmental Considerations						2			2	10			14	\$ 1,123			
DOR review										2			2	\$ 160			
Subtotal Task 6 Labor	0	0	0	0	0	2	0	0	2	12	0	0	16	\$ 1,283	0	0	0
Project Coordination (1 Meeting)	4								4	20			28	\$ 2,655	30		
Subtotal Task 7 Labor	4	0	0	0	0	0	0	0	4	20	0	0	28	\$ 2,655	30	0	0
Subtotal Labor Hours	8	2	2	45	8	10	2	28	21	158	70	30	394	\$29,588	230	1	4
Subtotal Labor Costs	\$1,342	\$227	\$160	\$2,735	\$380	\$553	\$255	\$2,462	\$1,968	\$12,670	\$3,848	\$2,881	394	\$29,588	102	80	140
Total Labor														\$ 29,588			
Direct Expenses - Field Work														\$322			

**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.

EXHIBIT D

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor 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 contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number/Division: ST0814-102		
Name (as listed in the contract): Chandler Boulevard Environmental Study		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The contractor 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 contractor has identified all contractor 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 Contractor (Employer) or Authorized Designee:

Eileen Hammond

Printed Name: Eileen Hammond

Title: CFO & Secretary

Date (month/day/year): 1-29-09