



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**16**

**2. Council Meeting Date:**

May 28, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** May 11, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Approval of a sole source agreement for the implementation of a Drinking Water Regulatory Database (EDWARD) from Red Oak Consulting in an amount not to exceed \$161,000.

**6. RECOMMENDATION:** Recommend approval of a sole source agreement for the implementation of a Drinking Water Regulatory Database (EDWARD) from Red Oak Consulting in an amount not to exceed \$161,000.

**7. HISTORICAL BACKGROUND/DISCUSSION:** The Water Quality Unit within Municipal Utilities Department is responsible for ensuring that the City water supply meets the compliance standards set by the State and Federal government. This is accomplished through a program of sampling, laboratory testing, reporting, and record keeping. Currently the unit is using a system of multiple excel spreadsheets. Employees are required to frequently consult and interpret complex regulations that cannot be memorized. This present system is time consuming and prone to omission of critical compliance triggers and deadlines.

EDWARD reduces the risk of non-compliance and regulatory actions and reduces the time dedicated to compliance tracking activities. The foundation of EDWARD was developed for the City of Phoenix. Red Oak Consulting modifies that foundation to custom fit the program for specific utilities.

**8. EVALUATION PROCESS:** This project has been presented and approved by the Information Technology Oversight Committee (ITOC). EDWARD has been specifically developed by Red Oak Consulting for municipal drinking water regulatory compliance management and because there is no commercial software that can provide all of the features and benefits of EDWARD at a comparable cost, staff recommends approval of this sole source agreement.

**9. FINANCIAL IMPLICATIONS:**

Costs: \$161,000

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>Funds:</u>
605.3850.0000.5346	Water Operating	Computer Software	Non-CIP	\$161,000

**10. PROPOSED MOTION:** Move to approve a sole source agreement for the implementation of a Drinking Water Regulatory Database (EDWARD) from Red Oak Consulting in an amount not to exceed \$161,000.

**APPROVALS**

**11. Requesting Department**

Lori McCallum, Water Quality Superintendent

**13. Department Head**

Dave Siegel, Municipal Utilities Director

**12. Procurement Officer**

Carolee Stees, CPPB

**14. City Manager**

W. Mark Pentz

**CITY OF CHANDLER  
PROFESSIONAL SERVICES AGREEMENT**

Project No. 2755

Project Name: Drinking Water Regulatory Database (EDWARD)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of May, 2009, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Red Oak Consulting, a division of Malcom Pirnie, 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 Project Manager 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 B 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 Sixty-one Thousand dollars (\$161,000) in accordance with the fee schedule attached hereto as Exhibit C and incorporated herein by reference.

5. **TERM:** Following execution of this Agreement by CITY, CONSULTANT shall commence work upon notice to proceed and shall complete all services described herein within one (1) year from the date of notice to proceed.

**6. TERMINATION:**

6.1. **Termination for Convenience:** CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with thirty (30) 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 subcontractors 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 performed. This fee shall be in the amount to be mutually agreed upon by the CONSULTANT and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONSULTANT's compensation shall be based upon such determination and CONSULTANT's fee scheduled included herein.

**6.2 Termination for Cause:** CITY may terminate this Contract for Cause upon the occurrence of any one or more of the following events:

- 1) If CONSULTANT fails to perform pursuant to the terms of this Agreement
- 2) If CONSULTANT is adjudged a bankrupt or insolvent;
- 3) If CONSULTANT makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONSULTANT or for any of CONSULTANT'S property;
- 5) If CONSULTANT files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONSULTANT disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONSULTANT then existing or which may thereafter accrue.

**6.3. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

**7. INDEMNIFICATION:** The Consultant agrees to indemnify, defend, and save harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Consultant or of any Sub Consultant employed by the Consultant (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Consultant for the work to be performed hereunder, except any such injury or damages arising out of the negligence of the City, its officers, agents or employees.

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

**8. INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit D 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. **ARIZONA LAW:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.1. Pursuant to the provisions of A.R.S. § 41-4401, the CONSULTANT hereby warrants to the CITY that the CONSULTANT and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "CONSULTANT Immigration Warranty").
- 10.2. A breach of the CONSULTANT Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 10.3. The CITY retains the legal right to inspect the papers of any CONSULTANT or Subcontractor employee who works on this Contract to ensure that the CONSULTANT or Subcontractor is complying with the CONSULTANT Immigration Warranty. The CONSULTANT agrees to assist the CITY in the conduct of any such inspections.
- 10.4. The CITY may, at its sole discretion, conduct random verifications of the employment records of the CONSULTANT and any Subcontractors to ensure compliance with CONSULTANTs Immigration Warranty. The CONSULTANT agrees to assist the CITY in performing any such random verifications.
- 10.5. The provisions of this Article must be included in any contract the CONSULTANT enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a CONSULTANT or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 10.6. In accordance with A.R.S. §35-393.06, the CONSULTANT hereby certifies that the offeror does not have scrutinized business operations in Iran.
- 10.7. In accordance with A.R.S. §35-391.06 the CONSULTANT hereby certifies that the offeror does not have scrutinized business operations in Sudan.
11. **CONFLICT OF INTEREST:**
- 11.1 **No Kickback.** CONSULTANT warrants that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. section 38-501. Any such interests were disclosed in CONSULTANT'S proposal to the CITY.
- 11.2 **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONSULTANT to any other party to the Agreement with

respect to the subject matter of the Agreement. The cancellation shall be effective when written notice for CITY is received by all other parties, unless the notice specifies a later time (A.R.S. 38-511).

- 11.3 No Conflict.** 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 project.
- 11.4 Alternate Dispute Resolution.** Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONSULTANT arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

**A. INTERNAL RESOLUTION PROCESS**

- 1. Notice:** CONSULTANT shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
- 2. Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONSULTANT'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONSULTANT'S agreement and acceptance of CITY'S position.
- 3. CITY Response:** The Agreement Administrator will provide to CONSULTANT a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONSULTANT'S written claim.
- 4. Appeal:** If CONSULTANT disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONSULTANT shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONSULTANT within sixty (60) days from the date of CONSULTANT'S written notice of appeal.

**B. ARBITRATION**

- 1. Arbitration:** If CONSULTANT is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law which may be appealed if an award

exceeds \$100,000 and is based on an error of law . If CONSULTANT chooses not to accept the decision of the Assistant Management Services Director, CONSULTANT shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONSULTANT shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONSULTANT will select one arbitrator, and any other CONSULTANT who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.

7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
  8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
  9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
  10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- C. APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- D. UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- E. FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- F. EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined

and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

- 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.
- 13. **PROFESSIONAL SERVICE:** The service instruments furnished under this Agreement are the tangible results of CONSULTANT's professional services and CONSULTANT shall retain all rights in its pre-existing proprietary property including but not limited to its web-based EDWARD application and source code, computer software, applications, source code, models and programs. CONSULTANT shall have the right to use or reuse and shall retain the copyright of the service instruments for its purposes and at its sole risk, without liability to CITY. CONSULTANT does not represent the service instruments to be suitable for reuse by CITY or others for extensions of the services or on any other project. Any reuse without written verification or adaptation by the CITY for the specific purpose intended is at CITY's sole risk, without liability to CONSULTANT.

In the case of CITY:  
 City of Chandler  
 Purchasing Division  
 P.O. Box 4008, Mail Stop 901  
 Chandler, AZ 85244-4008  
 480.782. 2400

In the case of CONSULTANT:  
 Tom Arn  
 Red Oak Consulting  
 4646 E. Van Buren Street #400  
 Phoenix, AZ 85008-6945  
 602.797.4607

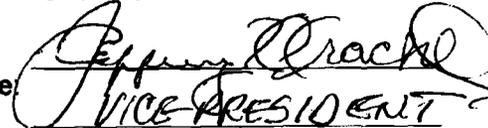
Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of May 2009.

CITY OF CHANDLER

CONSULTANT

\_\_\_\_\_  
 Mayor Date

By:   
 Title: VICE PRESIDENT

APPROVE AS TO FORM

ATTEST: If Corporation  
  
 Secretary

\_\_\_\_\_  
 City Attorney

ATTEST:

\_\_\_\_\_  
 City Clerk

SEAL

**EXHIBIT A**

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

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

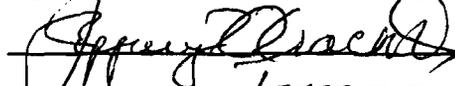
By completing and signing this form the CONSULTANT shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: #2755</b>		
<b>Name (as listed in the contract): Red Oak Consulting</b>		
<b>Street Name and Number: 4646 E. Van Buren Street #400</b>		
<b>City: Phoenix</b>	<b>State: AZ</b>	<b>Zip Code: 85008</b>

I hereby attest that:

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

**Signature of CONSULTANT (Employer) or Authorized Designee:**



Printed Name: JEFFREY K. KRACIET

Title: VICE PRESIDENT

Date (month/day/year): 5/13/09

## **EXHIBIT B SCOPE OF WORK**

CONSULTANT shall provide and implement a web-based Electronic Drinking Water Regulatory Database (EDWARD) that will support the City of Chandler Municipal Utilities Department with ensuring that water quality complies with all standards set by the State and Federal government.

### **1. PROJECT ADMINISTRATION**

CONSULTANT with CITY staff shall manage the project using standard project management practices defined by the Project Management Institute (PMI). CONSULTANT shall conduct the management of the project within five well-defined processes: initiation, planning, executing, monitoring/controlling and closing.

#### **1.1. Project Initiation**

CONSULTANT shall prepare a Project Charter document that will document the major objectives and risks associated with the project. CONSULTANT shall also assemble and orientate the team that will be performing the services as describe in this Scope of Work.

#### **1.2. Project Planning**

CONSULTANT shall prepare a baseline *Project Management Plan*, which shall include the project organization, responsibility assignment matrix, schedule, work breakdown structure, budget, communications plan, and risk management plan. CONSULTANT shall use this plan throughout the project and will update the plan as required as the project progresses.

CONSULTANT shall conduct a 1-hour project Kick-Off meeting with CITY staff. During the kick-off, the group will discuss the Project Management Plan and will identify the key stakeholders of the project and the project team. The project team will provide leadership during the project execution and will be responsible for making key decisions and for resolving any issues.

#### **1.3. Project Execution**

CONSULTANT shall direct and manage the project execution by conducting routine communications associated with day-to-day project management activities, performing quality assurance acquiring and developing the project team and distributing information. Specific activities include, but are not limited to:

- Preparation of monthly project status reports
- Coordination and scheduling of all project activities
- Maintenance of a project file (electronic copy) with documents related to the project
- Conduct routine management and communication activities

#### **1.4. Project Monitoring and Control**

CONSULTANT shall conduct progress monitoring, scope verification and control, cost tracking and reporting, risk monitoring and control and quality control activities. Activities shall include, but are not limited to:

- Track and manage project costs
- Scope verification
- Maintenance and update of project schedule
- Maintenance of Risk Register
- Maintenance of Change Log

#### **1.5. Project Closing**

CONSULTANT shall conduct a debrief meeting, not to exceed 1-day, with the project team. The meeting will review the project outcomes, receive feedback from the project team and

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create a final list of issues to be addressed before project closeout and officially release the project team. CONSULTANT shall work with CITY staff to resolve remaining issues identified at the debrief meeting within 30 days.

## **2. TOPOLOGY**

- 2.1.** CONSULTANT with CITY staff shall collaborate to ensure established connectivity and the ability to manipulate data within EDWARD.
- 2.2.** CONSULTANT with CITY staff shall install, configure and support the EDWARD application with the following hardware requirements:
  - Microsoft 2003 Server with 1.0 GHz processor hosted on VMWare
  - 512MB of RAM
  - 20 GB of available hard disk space for executable files
  - Web based Client
- 2.3.** CONSULTANT with CITY staff shall install, configure and support the EDWARD application with the following software requirements:
  - 2003 Server Host OS
  - Host JVM J2EE SKD 1.4+
  - Web application server IIS
  - Existing Reporting software: Microsoft SQL Server 2005 Reporting Services
  - Lotus Notes SMTP or POP service for email notifications
  - Active Directory network infrastructure for user authentication and authorization
  - IE 6 and/or JAVA Script Client

## **3. PILOT DEPLOYMENT**

- 3.1.** CONSULTANT shall enable the EDWARD platform with all modules of the platform functional and tested for one drinking water regulation.
- 3.2.** CONSULTANT shall perform the following activities during Pilot Deployment:
  - 3.2.1. Pilot Requirements Definition**

CONSULTANT shall conduct a workshop, not to exceed 1-day, with the CITY to define the requirements of the pilot platform. Specific topics that will be analyzed during this workshop include:

    - Identification of existing data sources for the selected regulation
    - Definition of security users and roles
    - Confirmation of EDWARD server hardware and network requirements

The pilot phase will implement the D/DBP Rule using 3-month worth of data provided by the CITY. CITY will provide data conforming to the System Specifications for sampling locations, parameters, and sampling results, so it can be utilized by the system. The extent of the functionality that will be implemented with this rule (data integration, sampling monitoring, and compliance reporting) provides an appropriate case study for piloting the system.

- 3.2.2. Pilot Implementation Design**

CONSULTANT shall design several components of the application to meet the functionality required. This will involve specific design the following elements:

- Authentication method for integration of EDWARD with CITY's security infrastructure
- User groups and roles aligned with CITY's business needs

- Minor modifications to the user interface required to accommodate specifics driven by the nature of the CITY's regulatory data
- Data model compatible with requirements

### **3.2.3. User Interface Customization**

CONSULTANT shall customize the existing user interface to accommodate the functionality specified in the pilot design task. The following changes are anticipated:

- Modifications to the existing search forms and analysis results and detail user interface to accommodate data elements specific to the CITY
- Manual data import from existing MS Excel templates

### **3.2.4. Pilot Framework Installation and Configuration**

CONSULTANT shall install and configure the pilot platform at the CITY's designated location. CITY shall provide all software and hardware required according to the System Specifications described in our proposal with the following exceptions:

- CITY shall provide technical assistance with the deployment and configuration of the web-based reporting platform
- CONSULTANT shall conduct integration testing to identify and eliminate any configuration issues or errors that may be present upon completion of the installation and configuration of the pilot platform

### **3.2.5. Pilot Data Migration and Data Quality Assurance**

CONSULTANT shall migrate existing compliance data for the drinking water regulation implemented as part of the pilot deployment. It is anticipated that drinking water compliance data conforming to the System Specifications from three months prior to the installation date will be migrated to EDWARD.

### **3.2.6. Pilot Platform Roll-out**

CONSULTANT shall deploy the pilot platform so it can be used by the CITY's personnel.

## **4. COMPLIANCE DATA REPOSITORY MODULE**

**4.1.** CONSULTANT with CITY staff shall deploy the Compliance Data Repository module of EDWARD. This module will centralize data storage for water sampling information and will provide basic data management functionality with the following features:

- Water data management
- Fault tolerant standardized data integration
- Centralized data capture and storage
- Advanced search and filter functionality

**4.2.** CONSULTANT shall perform the following activities during implementation of the Compliance Data Repository module:

#### **4.2.1. Requirements Definition**

CONSULTANT shall conduct a requirements definition workshop, not to exceed 1-day, with CITY staff to define the requirements of the module. Topics shall include:

- Identification of existing data sources
- Input data quality conforming to the System Specifications for sampling locations, parameters, and sampling results
- User interface customization for manual data entry
- Data model requirements for manual data entry
- Definition of security users and roles

- MSSQL Reporting Service as Reporting platform
- Selection of database and reporting platforms

#### **4.2.2. Requirements Validation Workshop**

CONSULTANT shall conduct a requirements validation workshop, not to exceed 1-day, with CITY staff to finalize and validate the requirements document before proceeding with actual system implementation.

#### **4.2.3. Module Configuration Plan**

CONSULTANT shall design the application components to meet the functionality defined in the requirements document in addition to the following elements:

- Data model compatible with MS SQL Server 2005
- Design of data import engine required to automate the upload of lab results
- Design of data import package required to automate the import of Lab data
- Definition of new tables to handle manual data import processes
- Design of new user interface pages to accommodate manual data import and validation processes for SCADA data

#### **4.2.4. Data Quality Review Workshop**

CONSULTANT shall conduct two workshops, not to exceed 1-day each, with the CITY to review input data quality conforming the requirements of the EDWARD platform with recommendations. CITY will change input data to match the required criteria for integration into the EDWARD system.

#### **4.2.5. Data Model and Engine Update**

CONSULTANT shall migrate existing spreadsheet data model to a MS SQL 2005 environment. CONSULTANT shall fully test and validate the functionality of the system using the new database engine. The existing data definition will be modified to handle manual data entry for grab samples.

CONSULTANT shall implement data import engines that will automate the lab data import and upload the information. The import engine will be adjusted to parse the electronic format provided by the external laboratory used by the CITY.

#### **4.2.6. User Interface Customization**

CONSULTANT shall modify the existing user interface to accommodate the functionality specified in the design document. The probable modifications may include but are not limited to:

- Modification to the existing search form and analysis results and detail pages to accommodate spreadsheet data
- Creation of new interface pages to provide a user-driven quality review mechanism during the upload of lab data
- Creation of a new form to input results corresponding to samples handled internally by the CITY (i.e. not sent to an external lab for analysis)

#### **4.2.7. Module Installation and Configuration**

CONSULTANT shall install and configure the Compliance Data Repository module at the CITY of Chandler location.

#### **4.2.8. Installation Coordination Workshop**

CONSULTANT shall conduct a not to exceed 1-day installation coordination workshop with the CITY technical staff before the installation to sort out issues related to the installation. CONSULTANT shall follow-up the installation and configuration with integration testing to identify and eliminate any errors that may be present.

#### **4.2.9. Data Migration and Quality Assurance**

CONSULTANT shall migrate existing compliance data to the system running in the production environment. Drinking water compliance data from spreadsheets from 2000 to present prior to installation date will be migrated to EDWARD.

CONSULTANT shall perform regression testing of import processes and data quality.

#### **4.2.10. Module Deployment**

CONSULTANT shall deploy the Compliance Data Repository module to be used by the CITY staff. CONSULTANT shall also conduct a not to exceed 1-day orientation session with CITY staff on the use of the system.

4.3. CONSULTANT with CITY staff shall conduct a workshop, not to exceed 1-day, with the CITY to define the requirements of the module. Topics shall include but are not limited to:

- Identification of existing data sources
- User interface customization for manual data entry
- Data model requirements for manual data entry
- Definition of security users and roles
- Selection of database and reporting platforms
- Data Import

4.4. CONSULTANT with CITY staff shall develop a Compliance Data Repository module configuration plan.

4.5. CONSULTANT with CITY staff shall identify, accurately map and import data schemas of CITY data into EDWARD tool set and all common data elements between these schemas.

### **5. COMPLIANCE REPORTING AND TRACKING**

5.1. CONSULTANT shall deploy the Compliance Reporting and Tracking module of EDWARD.

5.2. CONSULTANT shall perform the following activities during implementation of the Compliance Reporting and Tracking module:

#### **5.2.1. Requirements Definition**

CONSULTANT shall conduct a workshop, not to exceed 1-day, with CITY staff to define the requirements of the module. Specific topics that included during the workshop shall include:

- Identification of reporting requirements
- Identification of compliance and distribution system data requirements
- Definition of reporting parameters
- Review of report generation and approval processes
- Selection of the reporting platform

CONSULTANT shall provide a requirements document (electronic and hard copy) that will serve as the reference guideline for the implementation of the Compliance Reporting and Tracking module.

#### **5.2.2. Compliance and System Data Analysis**

CONSULTANT shall conduct a detailed review of the drinking water compliance data affecting the generation of compliance reports. All compliance data required for the generation of TTHM, MRDL, TOC and Alkalinity, Individual Filter Effluent Turbidity and Combined Filter Effluent Turbidity reports shall be reviewed. Drinking Water system

configuration parameter required by the reporting generation engine will be gathered and reviewed.

#### **5.2.3. Reporting Server Configuration**

CONSULTANT with CITY staff shall configure MS Reporting Server 2005 so it can be leveraged by EDWARD to generate reports. CONSULTANT shall also conduct a coordination workshop, not to exceed 1-day, with CITY technical staff before the installation to sort out any issues related to the installation. EDWARD will be configured to interact with the reporting application server and render the reports directly from its own interface.

#### **5.2.4. Module Installation and Configuration**

CONSULTANT shall install and configure the Compliance Tracking and Reporting module at the CITY's location.

CONSULTANT shall follow-up the installation and configuration with integration testing to identify and eliminate any errors that may be present.

#### **5.2.5. Reporting Engine Verification**

CONSULTANT with CITY staff shall conduct a detailed testing of the reporting engine. The testing procedure will involve the generation of compliance reports for the last twelve months and the comparison of reports generated from EDWARD with those prepared by the CITY.

CONSULTANT with CITY staff shall also modify and reconfigure the system accordingly to resolve any inconsistencies to ensure that the data generated in the reports is accurate.

#### **5.2.6. Module Deployment**

CONSULTANT shall deploy the Compliance Data Repository module so it can be used by CITY staff. CONSULTANT shall conduct an orientation session, which shall not exceed 1-day, on the use of the system with CITY staff.

### **6. SAMPLING PLANNING AND TRACKING MODULE**

**6.1.** CONSULTANT shall deploy the Sampling Planning and Tracking module of EDWARD. This module will be used to interpret all drinking water regulation and analysis results to perform the following actions:

- Implementation of a dashboard for easy compliance monitoring
- Generation of annual and quarterly sampling plans
- Determination of public notices
- Determination of monitoring frequencies at sampling locations
- Notification of compliance status changes

**6.2.** CONSULTANT shall perform the following activities during implementation of the Sampling Planning and Tracking module:

#### **6.2.1. Requirements Definition**

CONSULTANT shall conduct a detailed workshop, not exceed 1-day, with CITY staff to define the requirements of the Sampling Planning and Tracking module. The workshop shall cover, but is not limited to, the following topics:

- Review of applicable regulations
- Identification of sampling locations
- Identification of compliance and distribution system data requirements
- Definition of parameters required by the algorithm engine (e.g. excursion limits, grandfathering clauses, month of maximum temperature, etc.)

CONSULTANT shall create a requirements document (electronic and hard copy) that will serve as the reference guideline for the implementation of the sampling Planning and Tracking module.

#### **6.2.2. Compliance and System Data Analysis**

CONSULTANT shall conduct a detailed review of selected drinking water compliance data by the CITY from 2000 to present. Information required shall include, but is not limited to:

- Sampling results for all the applicable regulations
- Monitoring frequencies at the different sampling locations
- History of public notices, violations and approvals for reduced monitoring

Drinking water system configuration parameters required by the algorithm engine will be gathered and reviewed, including:

- Population served by the water distribution system
- Months of maximum and minimum temperatures
- Excursion values for the Lead and Copper rule
- Predefined number of samples required for the Lead and Copper rule
- Predefined number of samples required for the DR/DBP rule
- Sampling location details including contribution wells

#### **6.2.3. Module Installation and Configuration**

CONSULTANT shall install and configure the Sampling Planning and Tracking module at CITY's location.

CONSULTANT shall complete the System Regulation and the Algorithm Core Engine configuration using the values gathered in the previous activity.

CONSULTANT shall follow-up the installation and configuration with integration testing to identify, document and eliminate any errors that may be present.

#### **6.2.4. Algorithm Engine Verification**

CONSULTANT with CITY staff shall conduct a detailed testing of the algorithm engine. Testing procedures shall involve the generation of the quarterly and annual sampling plans corresponding to the last year period, and the comparison of the plans generated from EDWARD with those previously prepared by the CITY. Monitoring frequencies, system requests, potential public notices and violations generated by the system will be analyzed on a case-by-case basis, for each of the sampling locations. In all cases, CONSULTANT shall determine the logic followed by the system and use the outcome to calibrate the engine. CONSULTANT shall use the results of verification process to modify and reconfigure the system to ensure that the values generated are accurate.

#### **6.2.5. Module Deployment**

CONSULTANT shall deploy the Sampling Planning and Tracking module so it can be used by CITY staff.

CONSULTANT shall conduct an orientation session, not to exceed 1 day, with CITY staff on the use of the system.

### **7. CUSTOM REPORTING MODULE**

CONSULTANT shall deploy the Custom Reporting module of EDWARD with the ability to view or print following functionalities:

- Access to custom-tailored reports
- Multiple format data export

- Manual Data Entry with Interface
- Tabular and chart-based reporting
- Trending capabilities

**7.1. Reporting Needs Analysis**

CONSULTANT shall conduct a workshop, not to exceed 1 day, with CITY staff to define the reports that will be implemented within the Custom Reporting module. A list of sample reports will be provided (hard and electronic copy) as a guideline to assist the CITY define their specific requirements. CONSULTANT shall create and provide a requirements document (hard and electronic copy) that will serve as the reference guideline for the implementation of the module.

**7.2. Custom Report Development**

CONSULTANT shall implement up to ten custom reports defined in the previous activity using the same reporting platform as the one used by EDWARD to generate compliance reports.

**7.3. Module Installation and Configuration**

CONSULTANT shall install and configure the Custom Reporting module at the CITY's location. All custom reports developed on the existing reporting platform shall be installed. A link to the reports shall be created which will allow EDWARD access. The installation and configuration shall be followed up with integration testing to identify, document and eliminate any errors present.

**7.4. Module Deployment**

CONSULTANT shall deploy the Custom Reporting module so that CITY staff can use the system. CONSULTANT shall conduct an orientation session, not to exceed 1-day, with CITY staff on the use of the system.

**8. ON-CALL TECHNICAL SUPPORT**

CONSULTANT shall provide a period of 12 months of on-call support following the completion of the final installation. During this period, CONSULTANT shall be readily available to implement programmed system revisions and upgrades, and fix any bug that might be present in the system.

The on-call technical support, CONSULTANT will provide up to 80 hours of general support, including:

- General assistance with the management of the application
- Maintenance and tuning of the database and reporting engine used by the application
- Development of additional reports required not included in the initial system definition
- Additional training on an as-needed basis

Depending on the CITY's needs and the nature of the problem, the CONSULTANT shall provide phone or on-site assistance.

**EXHIBIT C  
FEE SCHEDULE**

CITY shall pay CONSULTANT for all work completed an amount not to exceed \$161,000 per the following schedule:

<u>Milestone</u>	Payment (% of Total)
<b>Phase 1 Deliverables</b> <ul style="list-style-type: none"> <li>• Project Plan (Baseline and Updates)</li> <li>• Project Kick-Off</li> <li>• Installation and Configuration of the Pilot Application with all functional modules for the selected regulation</li> <li>• Pilot Requirements Workshop</li> <li>• Pilot Requirements Document</li> <li>• Installation and Configuration of MS Reporting Server (Pilot Environment)</li> <li>• Pilot Data loaded into EDWARD</li> <li>• Deployment of Pilot Application</li> <li>• Sponsor Phase Signoff</li> </ul>	<b>20</b>
<b>Phase 2 Deliverables</b> <ul style="list-style-type: none"> <li>• Installation and Configuration of Compliance Data Repository Module</li> <li>• Requirements Definition Workshop</li> <li>• Requirements Validation Workshop</li> <li>• Module Configuration Plan</li> <li>• Data Migration</li> <li>• User Test Scripts</li> <li>• System Testing and Validation of database engine</li> <li>• Interface Customization</li> <li>• Compliance Data Repository Module Deployment</li> <li>• Sponsor Phase Signoff</li> </ul>	<b>20</b>

<p><b>Phase 3 Deliverables</b></p> <ul style="list-style-type: none"> <li>• Installation and Configuration of Compliance Reporting and Tracking Module</li> <li>• Compliance Reporting and Tracking Configuration Workshop</li> <li>• Compliance Data Analysis Workshop</li> <li>• Module Requirements Document</li> <li>• Installation and Configuration of MS Reporting Server</li> <li>• Data loaded into EDWARD</li> <li>• User Test Scripts</li> <li>• Reporting Engine Testing and Verification</li> <li>• Deployment of compliance Reporting and Tracking Module</li> <li>• Sponsor Phase Signoff</li> </ul>	<p><b>20</b></p>
<p><b>Phase 4 Deliverables</b></p> <ul style="list-style-type: none"> <li>• Installation and Configuration of Sampling Planning and Tracking Module</li> <li>• Compliance Sampling Planning and Tracking Module Workshop</li> <li>• Compliance Data Used Analysis Workshop</li> <li>• Module Requirements Document</li> <li>• Installation and Configuration of Algorithm Data into EDWARD</li> <li>• User Test Scripts</li> <li>• Sampling Planning and Tracking Module Testing and Verification</li> <li>• Deployment of Sampling Planning and Tracking Module</li> <li>• Sponsor Phase Signoff</li> </ul>	<p><b>20</b></p>
<p><b>Phase 5 Deliverables</b></p> <ul style="list-style-type: none"> <li>• Custom Reporting Analysis Workshop</li> <li>• Custom Reports Module Requirements Document</li> <li>• Custom Reports Development</li> <li>• Custom Reports Module Installation and Configuration</li> <li>• Deployment of Complete Custom Reports Module</li> <li>• User Test Scripts</li> <li>• System Testing and Validation of Custom Reports</li> <li>• On Call Technical Support established</li> <li>• Active Directory Complete</li> <li>• All modules configured and operational</li> <li>• User Training on all Modules</li> <li>• User Acceptance</li> <li>• Sponsor Final Signoff</li> </ul>	<p><b>20</b></p>
<p><b>Total</b></p>	<p><b>100</b></p>

**EXHIBIT D  
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 subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT's employees;
5. Claims for damages insured by usual personal injury liability coverage;
6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as

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

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

#### **C.2.1 Commercial General Liability - Minimum Coverage Limits**

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

#### **C.2.2 General Liability - Minimum Coverage Limits**

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

#### **C.2.3 Automobile Liability**

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

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

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

In case any work is subcontracted, CONSULTANT will require the Subcontractor 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.