



**CITY OF PHOENIX, ARIZONA
OFFICE OF THE CITY ENGINEER
DESIGN AND CONSTRUCTION PROCUREMENT**

REQUEST FOR QUALIFICATIONS

**CITY OF PHOENIX
CITYWIDE ENVIRONMENTAL SITE ASSESSMENT
ON-CALL CONSULTING SERVICES
FISCAL YEARS 2025/26 – 2027/28**

**PROCUREPHX PRODUCT CATEGORY CODES
926000000 AND 925000000
RFx 6000001749**

REQUEST FOR QUALIFICATIONS

The City of Phoenix is seeking up to 12 qualified consultants to provide Environmental Site Assessment On-Call Consulting Services citywide on an as-needed basis from July 1, 2025 through June 30, 2028.

SECTION I – SCOPE OF WORK

The selected firms will be responsible for performing Phase I, Phase II, and Phase III Environmental Site Assessments (ESAs), brownfields related work, environmental program support services, biological surveys, and other environmental studies and investigations for the City of Phoenix.

The firm shall also provide services for other environmental investigations and tasks as directed by the Office of the City Engineer's Environmental Section. This contract may be utilized by other City Departments including the Office of Environmental Programs and the Aviation Department. The Aviation Department owns and operates three airports, Phoenix Sky Harbor International Airport, Goodyear Airport and Deer Valley Airport, as well as numerous properties outside the airports. Inclusion of information related to specialized knowledge and experience with ESAs in, adjacent and related to airports and industrial properties as well as properties with and adjacent to complex contamination, Superfunds, WQARFs, DEURS, VEMURS, and industrial history is highly encouraged.

Phase I ESAs will be performed on City-owned properties, as well as properties being evaluated for acquisition. Phase I ESAs shall be compliant with AAI; 40CFR 312, ASTM E1527-21, the City of Phoenix Scope of Services, and any project/department specific supplement scopes. Many of the properties to be evaluated will be commercial, industrial, and properties with a history of incidents, spills, contamination, or other environmental concerns. Properties may be in or near Superfunds, WQARFs, VEMURS, DEURS or other restrictive areas. Other environmental services include, but are not limited to: UST removals and investigations, subsurface feature investigations, site characterizations, emerging contaminants, vapor encroachment assessments, brownfields studies including for development, groundwater monitoring, assistance for environmental permitting, emission testing, regulatory reporting, regulatory document preparation and technical support, waste and wastewater compliance, stormwater compliance, and biological surveys. The firms may also be requested to provide technical and environmental training and/or environmental outreach support for regulatory compliance.

The Phase I assessments under this contract must be in compliance with the most up to date ASTM standard at the time of the request, or as directed by the requestor (currently ASTM E1527-21). For this contract, scopes of work with the minimum requirements for Phase I & Phase II ESAs and a generic Phase III ESA scope with minimum requirements will be provided prior to contract execution. However, the ability to evaluate each property and provide input as to the best approach for each assessment will be required. Phase III ESA scopes will always be project specific and detailed scopes will be generated by the firm when it is determined a Phase III is needed. The firm may also be requested to provide an estimated range of costs for the completion of the remediation process consistent with applicable regulations.

Each responding firm must demonstrate a capability to successfully complete the Phase I and Phase II assessment scopes of services, and must identify the types of subconsultants, if any, to be used. Firms must also describe their experience with Phase III environmental assessments.

The firm shall provide services for other environmental investigations and tasks as directed by the Office of the City Engineer's Environmental Section. This contract may also be utilized by other City Departments including the Office of Environmental Programs and the Aviation

Department. The Aviation Department owns and operates three airports, Phoenix Sky Harbor International Airport, Goodyear Airport and Deer Valley Airport, as well as numerous properties outside the airports. Inclusion of information related to specialized knowledge and experience with ESAs in, adjacent and related to airports and industrial properties as well as properties with and adjacent to complex contamination, Superfunds, WQARFs, DEURS, VEMURS, and industrial history is highly encouraged.

Other environmental tasks requested may require additional descriptions of qualifications on an as-needed basis. The firm shall provide services in other environmental investigations and tasks as directed by the Office of the City Engineer Environmental Section.

Attached as Attachment A are the indemnification and minimum insurance requirements for this contract.

Use of UNIFIER, an Application Service Provider (ASP) web-based project management database, may be required. The following information provides a guideline for utilization. Any questions related to the requirements of UNIFIER should be directed to the Project Manager.

- The Consultant will be required to maintain all project records in electronic format.
- The City provides an ASP web-based project management database which the Consultant will be required to utilize in the fulfillment of the contract requirements.
- The Consultant shall provide a computerized networked office platform with broadband internet connectivity.
- UNIFIER training will be provided through the City of Phoenix to firms under contract.

SECTION II - PRE-SUBMITTAL MEETING

A pre-submittal meeting will be held at 1:00 p.m., Phoenix time Monday, February 10, 2025, at 200 W. Washington Street, City Hall Conference Room 5 West **AND** via MS Teams. At this meeting, City staff will discuss the scope of work, general project requirements, and respond to questions from the attendees. It is strongly recommended that interested firms attend the pre-submittal meeting. Inquiries regarding the project scope outside of this pre-submittal meeting must be directed to the Contracts Specialist.

PRE-SUBMITTAL MEETING TEAMS INFORMATION:

[Join the meeting now](#)

Meeting ID: 244 591 417 111

Passcode: e5XT6TX6

SECTION III - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Firms will be selected through a qualifications-based selection process based on the criteria below. Sub-criteria are listed in order of importance in relation to project services. City of Phoenix project experience is not required.

A. Experience of the Firm (maximum 250 points)

Describe the experience and qualifications of the firm in providing services for similar projects. Identify projects the submitting firm has completed in the last three years. For each project listed, provide:

1. Description of the project including scope and project owner
2. Role of the firm and explain how this relates to the services being solicited
3. Project's original contract value, final contract value, and reason for variance

4. Project's start date and completion date

B. Experience of the Key Personnel (maximum 250 points)

Describe the experience and qualifications of the specific project team expected to be assigned to the services proposed. For each key person identified, list their length of time with the firm. List each key person's role in the projects provided. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For each project listed, provide:

1. Description of the project including scope and project owner
2. Role of the team or team member and explain how this relates to the services being solicited
3. Project's original contract value, final contract value, and reason for variance
4. Project's start date and completion date

C. Project Management and Responsiveness (maximum 350 points)

- Provide a narrative description with an introduction, background, process, results, and conclusions of at least two Phase I, II, and/or III assessments completed within the last three years. The preference is that the project examples include all three ESA Phases (I, II, & III) for the same project to show the firm's full approach. At least one of the project examples should include a property that is industrial in nature especially if near or for an airport, industrial plant, or brownfield. For Phase II & III ESA experience, the firm should include experience with multiple types of contaminants.
- If a firm would like consideration for Aviation Department projects, reference the information to include requirements at the end of this section.

These projects should demonstrate working knowledge and experience performing Phase I ESAs and evaluating the findings for Phase II & III ESA work.

1. Describe the approach and methodology used in conducting Phase I ESAs. Provide examples of your Phase I, II, & III ESAs report format. Appendices such as environmental data lab reports, directories, and building records can be omitted. However, do include the following: data tables, onsite assessment notes, boring logs, equations used for conversions, table of contents and appendices header pages indicating what information will be included in your report. The example reports **will not count** toward the overall maximum page limit of the submittal.
2. Describe client communication procedures for providing information on Phase I ESA findings before a draft report is submitted, as well as during Phase II & III field work.
3. Firms should provide details on how they address staffing issues. What are the resources available from other offices? If resources from other offices are utilized, how is travel for projects handled?
4. Include a brief description of your approach on projects such as troubleshooting (utility conflicts, auger refusal as example), dispute resolution, submittal of reports, appropriate submittal of samples, and any other pertinent matters.

Information Required to Qualify for Aviation Department Projects if Interested

- Clarify in the SOQ that you are interested in Aviation Department Projects.

- Note that all work performed for all airport property acquisitions must comply with the City of Phoenix Aviation Planning and Environmental Division Supplemental Scope of Work which will be provided prior to contract execution.
- Acknowledge that the services involved for this project are in support of the Aviation Department. It is important that potential or actual conflicts of interest be avoided. Consultants and their subconsultants shall not represent other clients where representation would constitute a potential conflict of interest on any matter where the City may require representation.
- For property acquisitions ESA examples requested for firm and personnel in Sections IV A & B, examples should include current work and or previous work (within the last 3 years) for airports (list the names of the airports)
- For Section IV C, current work and/or previous work of the firm (within the last 3 years) with airports (list the names of the airports), work in or around industrial sites/users, Voluntary Remediation Project sites and Superfund sites. Samples requested should include executive summaries.
- The firms should describe whether they are currently working on the Superfund, WQARF, or Voluntary Remediation Project sites on or near the Airports. Provide client list of the local and national offices.
- Provide an Executive Summary of an airport property acquisition for evaluation. Example reports for Airports should include one of the following site activities: Manufacturing of aerospace components, dry cleaning, salvage yards, machine shops, plating shop, aircraft hangar, etc. Additional documents/reports specific to the Aviation Department requested information, will not count towards the page count.
- For references, include at least one airport reference.
- Airport client list of current work conducted by the firm and of key personnel.

D. Staffing Information for Key Personnel (maximum 150 points)

Provide the following:

1. Team's availability and commitment assigned projects
2. Team's plan to maintain continuity of the proposed services
3. Organization chart showing key personnel, current professional licenses or certifications, and assigned roles for proposed services
4. Identify the location of the lead firm's principal office and the home office location of key staff on this project

SECTION IV - SUBMITTAL REQUIREMENTS

Electronic Submittal Process: Firms interested in this project must submit a Statement of Qualifications (SOQ) by email to the assigned Contracts Specialist Anna York at anna.york@phoenix.gov.

Submittal requirements are as follows:

- Vendor Information: All firms must be registered in the City's Vendor Management System prior to submitting a proposal. For new firms, the City will send an email to**

your firm with a vendor number upon completion of processing the request. The vendor number should be included on the cover of the SOQ. Information on how to register with the City is available at:

<https://www.phoenix.gov/financesite/Pages/EProc-help.aspx>

If your firm is already registered with the City of Phoenix's ProcurePHX system, please visit <https://eprocurement.phoenix.gov/irj/portal> to login and access the electronic solicitation.

The product category codes for this RFQ are 926000000 and 925000000 and the RFx number is 6000001749.

Submittals:

- Experience Modification Rate (EMR) – provide current rating; the awarded company will be asked to provide verification upon contract execution.
- Submittals must be emailed to the assigned Contracts Specialist by the submittal due date and time.
- Submit only one SOQ electronically, in .PDF format only, addressing all evaluation criteria. No hard copies will be accepted.
- Clearly display the firm legal name, vendor number, project title, and project number on the cover of the SOQ.
- A maximum of **12 pages** is permitted to address all content in the SOQ submittal (**Maximum page limit includes evaluation criteria and all additional content. It does not include information sheet or example reports requested in Criterion C.**)
- Submit the Statement of Qualifications by **12:00 noon, local time, on Friday, February 21, 2025.**
- Page size must still meet requirements of 8½" x 11"
- Font size must not be less than 10 point
- Content count:
 - ✓ Each side of a page containing evaluation criteria and additional content will be counted toward the maximum page limit noted above.
 - ✓ Pages that have project photos, charts and/or graphs will be counted towards the maximum page limit noted above.
 - ✓ Front and back covers, information sheet, Table of Contents pages, and divider (tab) pages **will NOT** be counted toward the maximum page limit noted above, unless they include evaluation criteria and additional content that could be considered by the selection panel.

Information Sheet: Provide an information sheet that includes project title, project number, RFx number, legal firm name, address, phone number, vendor number, and the name, title, email address and signature of your contact person for the project. Do not include any additional information.

Evaluation Criteria: Address the SOQ evaluation criteria.

Additional Content: Resumes and other information may be included (*content shall be included within the permitted maximum page limit*).

Note: All pages exceeding the specified maximum page limit will be removed from the submittal and not considered in evaluating a submitted SOQ.

SECTION V – GROUNDS FOR DISQUALIFICATION

The following **will be grounds for disqualification**, and will be strictly enforced:

- Submitting a Statement of Qualifications to the assigned Contracts Specialist after the due date and time.
- Submitting a Statement of Qualifications to the assigned Contracts Specialist for a different project.
- Violating the “Contact with City Employees” policy contained in this RFQ.

SECTION VI - SELECTION PROCESS AND SCHEDULE

Interested firms will submit a SOQ. Firms will be selected through a qualifications-based selection process. A selection panel will evaluate each SOQ per the criteria set forth in Section IV above.

The City expects to create a final list of at least 12, but not more than 14 firms for this project. The City will enter into negotiations with the selected firms and execute a contract upon completion of negotiation of fees, contract terms, and City Council approval.

The following tentative schedule has been prepared for this project.

Pre-submittal Meeting	February 10, 2025
SOQs Due	February 21, 2025
Selection Notification	mid-March 2025
On-Call Kick-Off Workshop	May 2025
Contracts Effective	July 1, 2025

If the City is unsuccessful in negotiating a contract with the best-qualified firms, the City may then negotiate with the next most qualified firm until a contract is executed, or the City may decide to terminate the selection process. Once a contract is executed with the successful firm, the procurement is complete.

All submitting firms will be notified of selection outcome for this project. The status of a selection on this project will be posted on the City of Phoenix’s “Tabulations, Awards, and Recommendations” website:

<http://solicitations.phoenix.gov/awards>

The selected Consultant should expect to comply with the Arizona State Statutes Title 34 and City of Phoenix Design and Construction Procurement’s contract provisions.

SECTION VII – GENERAL INFORMATION

Citywide Capital Improvement Projects. Consulting and contractor services supporting the City’s Capital Improvement Projects are procured under the authority of the City Engineer, currently located within the Street Transportation Department. Design and Construction Procurement coordinates the citywide consulting and construction contracting procurement processes.

Changes to Request for Qualifications. *Any changes to this Request for Qualifications (RFQ) will be in the form of a Notification.* The City of Phoenix shall not be held responsible for any oral instructions. Notifications are available on both the Current Opportunities and ProcurePHX webpage.

It shall be the responsibility of the registered RFQ holder to determine, prior to the submittal of the Statement of Qualifications, if a Notification has been issued. Registered

RFQ holders may refer to the web page or call the Contracts Specialist (listed below) to ascertain if a Notification has been issued for this project.

Alternate Format. For more information or a copy of this publication in an alternate format, contact the Contracts Specialist (listed below) - Voice or TTY 711. Requests will only be honored if made within the first week of the advertising period.

Release of Project Information/Public Records Request. The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City. To submit a Public Records Request, visit phoenix.gov/prr.

City Rights. The City of Phoenix reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

Contact with City Employees. This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY WILL BE DISQUALIFIED.**

Beginning on the date the RFQ is issued and until the date the contract is awarded or the RFQ withdrawn, all persons or entities that respond to the RFQ, including their authorized employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys (collectively the Proposer), will refrain from any direct or indirect contact with any person (other than the designated Contract Specialist) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the RFQ solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business that is unrelated to this RFQ solicitation with City staff.

Commencing on the date and time a solicitation is published, potential or actual proposers (including their representatives) will only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under the Arizona Revised Statutes, until the resulting contract(s) are awarded or all offers or responses are rejected and the solicitation is cancelled without any announcement by the procurement officer of the City's intent to reissue the same or a similar solicitation.

Proposers may discuss their proposal or the RFQ solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Contract Specialist (listed below), conducted in person at 200 W. Washington, Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

Conflict of Interest. The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Proposer submitting a proposal herein waves any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

Protest Procedures. Firms responding to disqualification or a procurement outcome are referred to the Code of the City of Phoenix Chapter 2, Article XII, Section 2-187 to 2-190.4, which governs protest procedures utilized throughout the selection process. The procedures may be reviewed through the City of Phoenix website at:

<http://www.codepublishing.com/az/phoenix/>

A copy of the Protest Policy is also available online at:

<https://www.phoenix.gov/streets/procurement-opportunities>

Questions - Questions pertaining to this selection process or contract issues should be directed to the Contracts Specialist, Anna York at (602) 534-3691 or email anna.york@phoenix.gov.

ATTACHMENT A

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. DEFENSE AND INDEMNIFICATION CLAUSE:

To the maximum extent allowed by law, including Title 34 A.R.S., Consultant (“Indemnitor”) must defend, indemnify, and hold harmless the City and its officers, officials (elected or appointed), agents and employees (“Indemnitee”) from any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees, or subconsultants (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s workers’ compensation law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix under this Contract. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

ENVIRONMENTAL SERVICES or OPERATIONS

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney fees, expert fees, and reasonable expenses of investigation and remedial work (including but not limited to investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as “Losses”) to the extent that such Losses are caused by the fault of Indemnitor, its officers, officials, members, managers, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. As used in this section: (a) “Hazardous Substances” are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) “Environmental Law” means federal, state or local laws and regulations, including common

law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

2. CONSULTANT'S INSURANCE:

Consultant and subconsultants must procure insurance against claims that may arise from or relate to performance of the work hereunder by Consultant and its agents, representatives, employees and subconsultants. Consultant and subconsultants must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, its agents, representatives, employees, or subconsultants and Consultant may purchase such additional insurance as they determined necessary.

2.1. SCOPE AND LIMITS OF INSURANCE - Consultant must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met. (Projects on airside PSH\$A require \$5M; GYR/DVT \$3M)

2.1.1. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage, broad form contractual liability coverage.

General Aggregate	\$2/\$3/\$5,000,000
Products – Completed Operations Aggregate	\$1/\$3/\$5,000,000
Personal and Advertising Injury	\$1/\$3/\$5,000,000
Each Occurrence	\$1/\$3/\$5,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Consultant related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2. Automobile Liability

Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1/\$3/\$5,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a Consultant or subconsultant is exempt under A.R.S. 23-902(E), **AND** when such Consultant or subconsultant executes the appropriate sole proprietor waiver form.

2.1.4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two years beginning at the time work under this Contract is completed.

2.1.5. Professional Liability (Errors and Omissions Liability) for Subconsultants

(Projects with an estimated construction cost of \$5 million or greater.)

In addition to the insurance requirements for the Consultant, the Consultant's registered subconsultants (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance as follows:

- Estimated Project Construction Cost of \$5,000,000 to \$25,000,000

Each registered subconsultant will carry:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- Estimated Project Construction Cost of over \$25,000,000

Structural, civil, mechanical, plumbing, electrical engineers will carry:	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

- **Estimated Project Construction Cost of over \$25,000,000**

All other registered subconsultants not listed above will carry:	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

ENVIRONMENTAL INSURANCE OVERVIEW

Because of the costly nature of environmental risks, City staff should closely review the scope of services in the contract to determine what type of pollution insurance to require from contractors, vendors and consultants.

‘Pollution’ is defined as the discharge, dispersal, release, or escape of any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the concentration or amounts discovered.

Environmental insurance is designed to respond to claims stemming from the release of pollutants into the environment. Most general liability policies severely limit or exclude liability for pollution-related losses, so it is necessary to require some form of pollution liability coverage in order to avoid gaps in coverage and prevent legal or financial exposure to the City. Pollution policies provide coverage for losses caused by conditions that arise from the discharge, dispersal, release or escape of pollutants from 1) a contractor’s operations; 2) that occur at a specific site; or 3) are caused by professional errors.

The most common types of Environmental Liability Insurance coverage required in City contracts are:

Contractor’s Pollution Liability (CPL)

This insurance is designed to provide coverage for claims resulting from a new pollution condition created by a contractor while performing services for the City, or by exacerbating (worsening) a pre-existing pollution condition. Contractor services can include activities such as:

- Remediation services
- Asbestos or lead abatement
- Excavating, drilling or groundwork
- Transport of hazardous materials or regulated substances
- Purchase and delivery of hazardous materials or regulated substances
- Installation, removal or maintenance of above ground or underground storage tanks

Pollution Legal Liability (PPL)

This coverage is designed to cover claims caused by pollution on, at, under or emanating from the ownership and/or operation of a contractor’s or lessee’s (tenant)

physical site or facility. This may include City-owned land on which another party has authority to operate.

Examples include:

- Facilities that accept/store/dispose hazardous waste (disposal site operators)
- Lessees operating businesses on City premises
- Underground storage tanks located on City Right of Ways or premises
- Recycling facilities
- Pipelines of outside parties on City Right of Ways
- Land acquisitions with pre-existing pollution exposures

Environmental Professional Liability (E&O)

This insurance is designed to cover errors (or allegations of errors) in a professional's work product or judgment which results in environmental damage or injury to the public such as:

- Consulting on environmental issues
- Architects or engineers involved in environmental projects
- Testing the quality of air, water or soil or building materials for pollutants.

ADDITIONAL CONSIDERATIONS FOR ENVIRONMENTAL CONTRACTS:

Transporting Hazardous Material - Transporters of hazardous material (delivery of purchased hazardous product, haulers of hazardous waste from City location to vendor facilities, etc.) can secure coverage in a variety of ways, including endorsements to Auto, Contractor's Pollution or Pollution Legal coverage.

Airside Contracts - Contractors providing services on the "air side" of an airport have a much higher risk of loss due to their physical relationship with the flow of air traffic. For this reason, we require these contractors to provide higher liability limits. Refer to the appropriate airside sections for more information on required limits.