



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

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**REQUEST FOR QUALIFICATIONS**

**STREET TRANSPORTATION DEPARTMENT  
ENVIRONMENTAL ON-CALL CONSULTING SERVICES  
FOR FISCAL YEARS 22/23 to 24/25**

**PROCUREPHX PRODUCT CATEGORY CODE  
926000000 / 925000000  
RFx 6000001200**

# REQUEST FOR QUALIFICATIONS

The City of Phoenix is seeking up to 10 qualified firms to provide environmental on-call services citywide on an as-needed basis from July 1, 2022 to June 30, 2024, with a one-year option to extend the contract term through June 30, 2025.

## **SECTION I – PROJECT DESCRIPTION**

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

ESAs will be performed primarily on properties being evaluated for acquisition by the City, although in some instances City-owned property will be evaluated. Biological surveys will be performed primarily in conjunction with design activities for capital improvements, or as needed to ensure compliance with Endangered Species Act requirements. Other environmental studies include, but are not limited to, vapor encroachment assessments, brownfields studies, groundwater monitoring, landfill redevelopment, and assistance for environmental permitting, emission testing, regulatory reporting, document preparation and technical support, with an emphasis on the Clean Water Act, including, but not limited to, wastewater and stormwater rules and regulations. The firms may also be requested to provide technical and environmental training and/or environmental outreach support for regulatory compliance.

## **SECTION II – SCOPE OF WORK**

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 (ASTM E1527-13 and/or ASTM E1527-21). Throughout the duration of the contract, scopes of work for Phase I & Phase II environmental site assessments & a generic Phase III environmental assessment scope will be provided prior to contract execution. Phase III ESA scopes will always be project specific and detailed scopes will be generated at the time it is determined a Phase III is needed.

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. 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 Street Transportation Department Environmental Section.

Attached as Exhibit B are the indemnification and minimum insurance requirements for the project.

## **SECTION III - PRE-SUBMITTAL MEETING**

A pre-submittal meeting will be held at 9:00a.m., Phoenix time on Tuesday, January 18, 2022, via WebEx. 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.

### **Join from the meeting link**

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m257b58d6d672cdc07866f1eb86a24b63>

### **Join by meeting number**

**Toll #1-415-655-0001**

**Meeting number (access code): 2454 802 5356**

## **SECTION IV - 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 your firm in providing these services for similar projects. Provide at least two comparable projects.

1. Description of the services, 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 key personnel expected to be assigned in providing these services for similar projects. For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role. 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 services, including scope and project owner
2. Role of the key person
3. Contracted service dates and contract value

**C. Project Management, Approach, and Responsiveness (350 points)**

Provide a description in more technical detail of at least two Phase I, II, or III assessments completed within the last three years. These projects should demonstrate working knowledge and experience performing Phase I assessments and evaluating the findings for Phase II & III work.

1. Describe the approach and methodology used in conducting Phase I assessments. Provide examples of your Phase I & Phase II Environmental Site Assessment report format. Appendices such as environmental data reports, directories building records, etc. can be omitted. Included should be Table of Contents and Appendices header pages indicating what information would be included in your report. The example reports will not count toward the overall maximum page limit of the submittal.
2. Describe any supplemental tasks that were deemed necessary, recommended or provided (solicited or unsolicited), which enhanced outcome, reduced cost, or expedited safe completion.
3. Include a brief description of your approach to project issues such as troubleshooting, dispute resolution, submittal of reports, submittal of samples, and any other pertinent matters.

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

Provide the following:

1. Team's availability and commitment to the project, including subconsultants
2. Team's plan to maintain continuity of the proposed services
3. Organization chart showing key personnel
4. Identify the location of the firm's principal office and the home office location of key staff.

**E. Reference Check (maximum 21 points\*)**

**Use the form provided** (Exhibit A) to obtain at least three references. It is preferred no more than one be a City of Phoenix project. If your firm has not completed prior projects with other agencies, you will not be penalized. It is recommended there be references outside the City of Phoenix.

\*These points are in addition to the 1,000 points for the SOQ.

## **SECTION V - SUBMITTAL REQUIREMENTS**

**Electronic Submittal Process:** Firms interested in this project must submit a Statement of Qualifications (SOQ) electronically through the ProcurePHX online portal.

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 within two business days of submitting 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 / 925000000 and the RFx number is 6000001200.**

- Submittals:**

- Submittals must be uploaded to the ProcurePhx website by the submittal due date and time.
- Submit only one SOQ electronically, in .PDF format, addressing all evaluation criteria. No hard copies will be accepted.
- Clearly display the firm name, vendor number, project title, and project number on the cover of the SOQ.
- A maximum of **10 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.**)
- Submit electronically the Statement of Qualifications by **12:00 noon, Phoenix time, on Friday, January 28, 2022.**
- Page size must 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, 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 VI – GROUNDS FOR DISQUALIFICATION**

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

- Failure to submit electronically through the ProcurePHX online portal by the due date and time.
- Violating the “Contact with City Employees” policy contained in this RFQ.

## **SECTION VII - 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 will select firms based on the SOQs received; no formal interviews will be conducted. The City may conduct a due diligence review on the firms receiving the highest evaluation.

The City expects to create a final list up to ten 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	January 18, 2022
SOQs due	January 28, 2022
Selection Notification	End of February 2022

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.

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

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 VIII – 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 602-256-4286 – TTY. Requests will only be honored if made within the first week of the advertising period.

**Release of Project Information.** 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.

**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, Kandi Kawolsky at (602) 256-4108 or email [kandi.kawolsky@phoenix.gov](mailto:kandi.kawolsky@phoenix.gov).

**EXHIBIT A**  
**CONSULTANT REFERENCE CHECK INSTRUCTIONS, FORM, AND SAMPLE LETTER**

The attached Consultant Performance Evaluation Form is to be provided to the agencies or entities for which your firm has recently provided services relevant to those requested for this project. Provide the evaluation form to the Owner, or the Owner's representative directly responsible for oversight of the project to complete and submit to the email box listed below.

The first three references submitted will be accepted and the scores utilized as part of the evaluation process. Each reference check is worth up to 7 points for a total of up to 21 points available.

The form is to be completed by the agency or entity and uploaded to the (email box) at:

[soq.referencechecks@phoenix.gov](mailto:soq.referencechecks@phoenix.gov)

The procurement identifier is:

6000001200

Attention: Kandi Kawolsky

Also attached is a sample performance evaluation cover letter that may be used when sending the reference check request.

## Sample Consultant Performance Evaluation Cover Letter

Sample Cover Letter  
Contact Name  
Address of Reference

(Your Name) is responding to a Request for Qualifications (RFQ) from the City of Phoenix Office of the City Engineer's Design and Construction Procurement section.

The City is requesting reference information related to our past performance. As a part of the response submittal process, the City is requesting performance evaluations from agencies that our firm has performed services for either in the past or is currently receiving services.

I would appreciate your cooperation in completing the attached Consultant Performance Evaluation form and return by email the completed form by 12:00 pm Phoenix time on **January 28, 2022** to:

[soq.referencechecks@phoenix.gov](mailto:soq.referencechecks@phoenix.gov)

**Reference in Subject Line: RFX #6000001200**

For questions, contact Kandi Kawolsky, Contracts Specialist at 602-256-4108.

Failure to submit the Consultant Performance Evaluation form by the above date will have a negative impact on the proposal we submit for this service. Your cooperation in submitting this form by this date is appreciated.

If you have any questions regarding this request, please contact (your name) at (your telephone number).

Sincerely,



## INSTRUCTIONS FOR COMPLETING CONSULTANT PERFORMANCE EVALUATION

Evaluate the consultant's contract performance in each of the rating areas listed below. On the Consultant Performance Evaluation form, circle the rating from 1 to 4 that most closely matches your evaluation of the consultant's performance. Comments are not required but appreciated. **Every rating area must be scored.**

The Design and Construction Procurement section will use the information from this form to evaluate firms competing for contract award. **This completed form will become public record and upon request, will be released to the consultant or any other entity.**

Please submit the completed form to the address indicated on the bottom of the Consultant Performance Evaluation form. Thank you for your time and your cooperation.

**STREET TRANSPORTATION DEPARTMENT  
ENVIRONMENTAL ON-CALL CONSULTING SERVICES  
FOR FISCAL YEARS 22/23 to 24/25  
RFx: 6000001200**

**CONSULTANT PERFORMANCE EVALUATION FOR \_\_\_\_\_**  
(firm name)

In the box below, provide the project title, contracted services provided by the firm, and start and completion date of services. This form is to be completed by the Owner, or the Owner's representative directly responsible for oversight of the project. The project services evaluated must be relevant to the services of this project. Every rating area must be scored.

**RATINGS:** Summarize the Consultant's performance and **circle the number** below that corresponds to the performance rating for each category. Please see the rating scale.

1 = Unsatisfactory (.25 pt.); 2 = Poor (.50 pt.); 3 = Good (.75 pt.); 4 = Excellent (1.0 pt.)

HOW WOULD YOU RANK THE BUSINESS RELATIONSHIP BETWEEN THE OWNER AND THE FIRM?	4 3 2 1	Comments:
WAS THE TEAM PRESENTED IN THE PROPOSAL THE TEAM THAT WORKED ON THE PROJECT TO COMPLETION?	4 3 2 1	Comments:
WAS STAFF PROACTIVE IN SOLVING PROBLEMS THAT MAY HAVE OCCURRED ON THE PROJECT?	4 3 2 1	Comments:
WAS THE CONTRACTED SCOPE OF SERVICES COMPLETED ON TIME AND WITHIN BUDGET?	4 3 2 1	Comments:
HOW WOULD YOU RATE THE QUALITY OF WORK PERFORMED BY THIS FIRM ON YOUR PROJECT?	4 3 2 1	Comments:
DID THE FIRM RECOMMEND EFFICIENCIES OR PROVIDE INNOVATIVE IDEAS OR SUGGESTIONS?	4 3 2 1	Comments:

WOULD YOU BE WILLING TO CONTRACT WITH THIS FIRM AGAIN? (YES = 1 point)	YES  NO	Comments:
TOTAL SCORE		(MAXIMUM 7 POINTS)

Reference Evaluation Provided By:

Name and Title: \_\_\_\_\_

Agency/Organization: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

***Email completed form by January 28, 2022 by 12:00 pm Phoenix time to:***

[soq.referencechecks@phoenix.gov](mailto:soq.referencechecks@phoenix.gov)

**\*EMAIL SUBJECT LINE SHOULD REFERENCE RFx #6000001200**

The document should reference the project number and firm for which the reference check is being submitted. If no project number is available, reference the service and firm for which the reference check is being submitted.

## **EXHIBIT B**

### **INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS**

#### **DEFENSE AND INDEMNIFICATION**

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.

Consultant (“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.

#### **INSURANCE REQUIREMENTS**

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 minimum 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 Consultant determines necessary.

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 requirements provided that provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

**a. Commercial General Liability – Occurrence Form**

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

The policy must name 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, relating 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 and non-contributory with respect to any insurance or self-insurance carried by the City.

**b. 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)	\$1,000,000
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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, related 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 and non-contributory with respect to any insurance or self-insurance carried by the City.

**c. 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

1. Policy must contain a waiver of subrogation against the City of Phoenix.

2. 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.

**d. Consultant's Pollution Liability**

For losses caused by pollution conditions that arise from the operations of the Consultant as described in the Scope of Services section of this Contract.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

1. The policy should be written on an "occurrence" basis with no sunset clause.
2. The policy must name 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.
3. The policy must provide coverage for pollution conditions that arise from the operations of the Consultant described under the Scope of Services of the contract. The policy should include the following coverages:
  - o Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death and medical monitoring costs.
  - o Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution in value.
  - o Environmental damage including physical damage to soil, surface water or groundwater, or plant or animal life, caused by pollution conditions and giving rise to clean-up costs.
  - o Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
  - o Asbestos or lead (no exclusion)
  - o Mold
  - o Transportation of cargo
  - o Non-Owned Disposal site coverage
  - o Definition of pollution conditions shall include sediments
4. If the scope of work involves treatment, storage or disposal of hazardous wastes from the job site, Consultant must furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and will cover sudden and gradual pollution losses arising from the facility, associated with work performed under this agreement.

**e. Professional Liability (Errors and Omissions Liability)**

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, 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 discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

**2. Additional Insurance Requirements**

The policies are to contain, or be endorsed to contain, the following provisions:

- a. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
- b. The Consultant's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

3. Notice of Cancellation.

For each insurance policy required by the insurance provisions of this Contract, the Consultant must provide to the City, within five business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to:

City of Phoenix  
Office of the City Engineer  
Design and Construction Procurement  
200 W. Washington Street, Fifth Floor  
Phoenix, Arizona 85003-1611

4. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

5. Verification of Coverage

Consultant must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to Design and Construction Procurement 200 W. Washington Street, Fifth Floor, Phoenix, Arizona 85003. The City project number, contract number, and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

6. Subconsultants

Consultants' certificates shall include all subconsultants as additional insureds under its policies **OR** Consultant shall be responsible for ensuring and verifying that all subconsultants have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Consultant that its subconsultants have insurance coverage. All subconsultants providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Consultant may, on behalf of its subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subconsultants with respect to this Contract.

7. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.