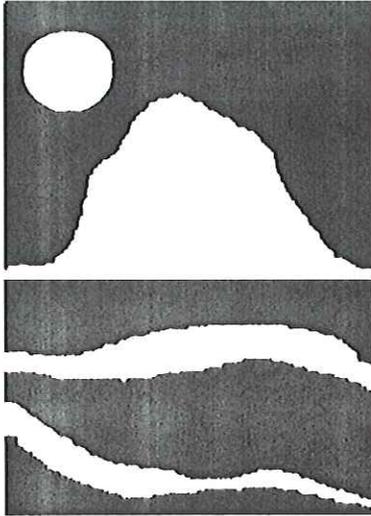


CITY OF MORRO BAY



REQUEST FOR PROPOSALS

FEMA/ARRA/NEPA/EA Environmental Planning and Historic Preservation Compliance for Morro Bay Harbor Street Fire Station Phase II Office and Living Quarters Construction

Issued: May 26, 2010

Due: June 16, 2009

Approved:

A handwritten signature in blue ink, appearing to read 'Rob Livick', is written over a horizontal line.

Rob Livick, PE/PLS – Interim Director/City Engineer
Department of Public Services
955 Shasta Avenue
Morro Bay, California 93442

CITY OF MORRO BAY- HARBOR STREET FIRE STATION PHII OFFICE & LIVING QUARTERS

ENVIRONMENTAL SERVICES

TABLE OF CONTENTS

PROJECT GOAL	3
GENERAL WORK DESCRIPTION	3
BACKGROUND	4
SCOPE OF ENVIRONMENTAL SERVICES	5
PROPOSAL REQUIREMENTS	7
PROPOSAL CONTENT	10
EVALUATION AND SELECTION PROCESS	10
CONTRACT AWARD AND EXECUTION	14
QUESTIONS	15
AGREEMENT FOR CONSULTANT SERVICES (STANDARD)	21

REQUEST FOR PROPOSAL

CITY OF MORRO BAY

HARBOR STREET FIRE STATION PHII OFFICE & QUARTERS **CONSTRUCTION**

The City of Morro Bay / Fire Department own and operate the Fire Station at the corner of Harbor Street and Piney Way, in the City of Morro Bay, Ca. (Harbor Street Station). In 2009 a new apparatus garage and site improvements were constructed by utilizing a State of California Office of Emergency Services Grant. The next phase of the project is to construct the offices & quarters building directly adjacent to the existing apparatus garage. In the process of pursuing funding for the fire station construction the City applied for a FEMA/DHS/ARRA "Firefighter Station Construction Grant". The grant was awarded (EMW-2009-FC-00374R) on September 25, 2009 for \$1,602,940.00. On May 10, 2010, the City of Morro Bay was informed that the project requires a FEMA/NEPA Environmental Planning and Historic Preservation (EHP) determination to be performed.

PROJECT GOAL:

The goal is to perform the FEMA/NEPA EHP as efficiently and expeditiously as possible in order to obtain approval of the EHP timely to start construction of Phase II of the Harbor Street Fire Station in the 2010 construction season. In order to meet this goal the consultant will need to have completed the EA and associated documentation for the Fire Station project by September 13, 2010.

GENERAL WORK DESCRIPTION:

Provide professional environmental services to assist The City of Morro Bay / Fire Department, as the recipient of Federal grant funding from the Federal Emergency Management Agency (FEMA), in meeting environmental planning and historic preservation (EHP) compliance requirements. Contractor shall assist The City of Morro Bay / Fire Department in meeting the requirements of Federal EHP laws and Executive Orders (EO), including but not limited to, the National Environmental Policy Act (NEPA) and FEMA's regulations for implementing NEPA at 44 CFR Part 10; Section 106 of the National Historic Preservation Act (NHPA) and implementing regulations at 36 CFR Part 800; the Endangered Species Act (ESA); the Clean Water Act (CWA); the Farmland Protection Policy Act (FPPA); EO 11988 – Floodplain Management; EO 11990 – Protection of Wetlands; EO 12898 – Environmental Justice, and other applicable EHP requirements including those addressing hazardous materials. Specifically, these services are needed to assist with the identification of EHP resources present at or in the vicinity of project sites, the evaluation of a project's potential impact on EHP resources, the preparation of EHP documents and analyses, such as Environmental Assessments

(EA) and Memoranda of Agreements (MOA), and development of plans for public involvement.

BACKGROUND:

Under the American Recovery and Reinvestment Act of 2009 (ARRA), FEMA is providing grant funding to non-Federal fire departments and State and local governments through its Fire Station Construction Grant Program (SCG) for the construction, renovation, or modification of fire stations. City of Morro Bay / Fire Department is a recipient of SCG grant funding and is seeking to construct Phase II of the Fire Station at the corner of Harbor Street and Piney Way in the City of Morro Bay, Ca. (Harbor Street Fire Station). The old fire station, which occupied this site, was severely damaged in the aftermath of the San Simeon earthquake in December of 2003. Consequently, the station was demolished and the City of Morro Bay utilizing a State of California Office of Emergency Services Grant constructed a new apparatus garage structure and most all of the site improvements on the site approximately 18 months ago. The next phase in the project is to construct directly adjacent to the existing apparatus bay a new 9,900 SF two-story, light wood frame (Type V-B), building on a previously prepared building pad. The structure forms an addition to an existing 5,000 SF fire apparatus garage and provides administrative offices, support spaces, living quarters for fire crews, and a training tower integrated with the new structure. With the exception of approximately 95' of replacement curb, gutter and sidewalk on the building street frontage, existing site improvements will remain and serve the building constructed by this project. Minor demolition and reconstruction of existing improvements immediately adjacent to the new structure are necessary, but the existing driveway, site lighting, trash enclosure, propane fuel storage and hose drying tower are to remain in use for fire department operations throughout the construction period. Existing landscaping, and trees in particular, are preserved by this project, and two new street trees will be added. In addition, all off site utilities serving the fire station were upgraded and placed underground as a part of the construction of the apparatus garage project..

As recipients of SCG funding, grantees must comply with Federal EHP requirements as a condition of the grant award. This contract provides professional services to assist City of Morro Bay / Fire Department in meeting the various Federal EHP compliance requirements for construction of the new facility.

SCOPE OF ENVIRONMENTAL SERVICES & DELIVERABLES:

The following are specific tasks City of Morro Bay / Fire Department anticipates requiring under this contract:

1. NEPA Compliance – The contractor will assist City of Morro Bay / Fire Department with the FEMA NEPA process. This includes preparation of an EA and Finding of No Significant Impact that meet NEPA and FEMA's standards, and coordinating appropriate public involvement. In preparing the EA, review and compliance for other EHP resources/laws may be required as outlined below
2. Other EHP Law/Resource Evaluations and Agency Coordination – For selected sites, the contractor may be required to assist with or conduct more in-depth analyses related to some or all of the following:
 - Phase I (or II) archeological resources evaluation and coordination with the State Historic Preservation Office
 - Phase I Environmental Site Assessment to determine potential presence of hazardous materials
 - Biological evaluations for threatened and endangered species, migratory birds, critical habitat and essential fish habitat; in coordination with the US Fish and Wildlife Service, National Marine Fisheries Service, and State fish and game agency
 - Demographic evaluations for impacts to minority and low income populations
 - Floodplain and wetland evaluations
 - water resources permitting
 - Soils evaluation for impacts to prime and unique farmlands
 - Noise impact evaluation for adjacent/nearby noise sensitive facilities
 - Traffic impact studies

Because the EHP documentation prepared by the contractor will need to be reviewed and approved by FEMA, contractor must coordinate with City of Morro Bay / Fire Department and FEMA staff throughout the NEPA process, with particular emphasis on identifying site-specific EHP issues, consultation with resource agencies, review of draft EHP documents (e.g., EA, MOA), and plans for public involvement. Contractor will be provided with appropriate points of contact in FEMA's Assistance to Firefighter's Grant Program (which oversees the SCG) and FEMA's Office of Environmental Planning and Historic Preservation.

Contractor Staff Qualifications:

Those providing services under this contract must be experts in specific EHP resource/issue areas and have a broad knowledge of the NEPA process. It is preferable that those providing service have experience with the State's own EHP resource and regulatory agencies and offices. The specific areas of expertise required are with FEMA/DHS/EHP/EA pertaining to the "Firefighter Station Construction Grant" program with in the State of California, District 9 and the preparation of all documents listed below:

- NEPA compliance

- ESA Section 7 consultations and preparation of biological assessment
- NHPA Section 106 consultations – historic property identification and evaluation and determinations of effect for archeological resources and above- ground historic properties
- Environmental Site Assessments to evaluate for toxic and hazardous materials
- EO 12898 – evaluate effects to low income and minority populations
- EO 11988 – conduct FEMA’s eight-step process
- EO 11990 – conduct FEMA’s eight-step process
- CWA Sections 401 and 404 – wetlands delineation, permitting, mitigation, and coordination with the US Army Corps of Engineers and State water resource agency
- FPPA – identification of prime and unique farmland, evaluation of impacts, and coordination with the Natural Resources Conservation Service
- Public Involvement – preparation for and professional facilitation of public meetings, arranging for newspaper notice publication

Schedule and Reporting Requirements:

Contractor shall submit weekly status reports outlining progress completed the previous week. The schedule of deliverables and milestones is as follows:

- Contract kick-off -
- On-site evaluations (including coordination with FEMA) -
- Resource agency coordination -
- Draft EA –
- Public involvement -
- Final EA –

Contract Deliverables:

- Electronic and hardcopy report of on-site evaluations
- Drafting scoping letters
- Drafting consultation letters
- Resource evaluations (as determined by site such as Biological Assessment/Phase I Environmental Site Assessment/archeological survey report)
- Electronic draft EAs and FONSI
- Electronic draft MOAs
- Arranging for public notice (public meeting(s), newspaper notice(s))
- Electronic and hardcopy final EA
- Electronic and hardcopy MOA

Coordination:

Project Manager and contact information: Robert Carnes....

REFERENCE DOCUMENT:

The City has available for review the following information, design documents and reference documents:

1. City of Morro Bay Environmental Determination and Checklist
2. USDA Environmental Assessment & FONSI
3. Earth Systems Geologic Hazard Report and Asbestos Report
4. City of Morro Bay Conditions of Approval for Phase 2 Fire Station Offices and Quarters Project
5. CEQA, N.O.E., and Coastal Development Permit
6. Architectural Site Plan, Elevations and Exhibits

PROPOSAL REQUIREMENTS

GENERAL TERMS AND CONDITIONS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal shall meet all of the terms and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, proposing consultant acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Enclose proposal documents in a sealed envelope addressed to the City of Morro Bay Department of Public Services, 955 Shasta Avenue, Morro Bay, California, 93442. In order to guard against premature opening, clearly label the proposal with the proposal title, name of consultant, and date and time of proposal deadline. The City will not accept FAX submittals.
3. **Insurance Certificate.** Each proposal must include a current certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.The purpose of this submittal is to generally assess the adequacy of the proposing consultant's insurance coverage during proposal evaluation; as discussed under paragraph 10 below, endorsements are not required until contract award.
4. **Proposal Withdrawal and Opening.** A proposing consultant may withdraw its proposal, without prejudice, prior to the time specified for the proposal opening, by submitting a written request to the Director of Public Services for its withdrawal, in which event the proposal will be returned to the consultant unopened. The City will not consider

proposals received after the time specified or at any place other than that stated in the "Notice Requesting Proposals." The City will open and declare all proposals in public. Proposing consultants or their representatives are invited to be present at the opening of the proposals.

5. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal.
6. **Communications.** All timely requests for information submitted in writing to **Robert W. Carnes**, rwcarnes@earthlink.net, will receive a written response from the City. The City does not encourage telephone communications with City staff but will allow them. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

7. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 90 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. The special terms and conditions of these specifications include proposal evaluation and contract award criteria.
8. **Competency and Responsibility of Proposing Consultant.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposing consultants. Proposing consultants will provide, in a timely manner, all information that the City deems necessary to make such a decision.
9. **Contract Requirement.** The proposing consultant to whom award is made (Consultant) shall negotiate and execute a written contract with the City within thirty (30) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in substantially the form adopted by the City and incorporated in these specifications.
10. **Insurance Requirements.** The Consultant shall provide insurance policies and endorsements of insurance policies in the form, coverage's, and amounts specified in the Consultant Services Agreement within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
11. **Business License.** The Consultant must have a valid City of Morro Bay business license prior to execution of the contract. Additional information regarding the City's business license program is available at the City of Morro Bay City Hall at 595 Harbor Street, Morro Bay, CA, 93442, (805) 772-6200.

CONTRACT PERFORMANCE

12. **Ability to Perform.** The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
13. **Laws to be observed.** The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Morro Bay ordinances, regulations and adopted codes during its performance of the work.
14. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.
15. **Safety Provisions.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
16. **Public and Employee Safety.** Whenever the Consultant's operations create a condition hazardous to the public or City employees, it shall immediately correct such conditions at its expense and without cost to the City.
17. **Consultant Non-Discrimination.** In the performance of this work, the Consultant agrees that it will not engage in, nor permit such sub consultants as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
18. **Terms and Conditions of Contract:** The City standard general consultant contract form is attached to this Request for Proposals. The successful firm will be required to enter into a contract substantially in the form attached and abide by all of its terms and conditions. As part of the Proposal, all firms shall specify and submit all conflicts with or exceptions to the terms and conditions. The City will view all firms not submitting such conflicts or exceptions to be in agreement with all of the terms and conditions therein.

SPECIAL TERMS AND CONDITIONS - REQUEST FOR PROPOSALS

Submission of Proposal

To be considered by the selection committee, this Proposal for the preparation of an EA and EHA for the Fire Station Administration and Living Quarters project must be submitted by no later than **3:00 p.m. on Wednesday, June 16, 2009.**

The City will not consider proposals received after said time. Submit proposals to the City of Morro Bay Public Services Department in a sealed envelope plainly marked with the proposal title, consultant name and address, and time and date of the proposal submittal deadline.

Five (5) copies of the proposal should be submitted in a sealed envelope or box. Proposals shall be mailed to: City of Morro Bay, Department of Public Services, 595 Harbor St., Morro Bay, 93442; or hand delivered to the Department at 955 Shasta Avenue, Morro Bay, 93442.

PROPOSAL CONTENT: Your proposal must include the following information:

Proposal Length and Copies

The consultant is encouraged to prepare a straightforward, concise proposal that specifically relates to the project. The following is a list of the suggested number of pages for various components of the proposal.

Letter of Transmittal	2 pages
• Scope of Services Discussion	6 pages
• Figures and Illustrations	3 pages
• Appendices (no page limit)	
a. Resumes of Key Personnel, limited to two pages each (as needed)	
b. Exceptions to Standard Consultant Agreement (as needed)	
c. The Consultant shall provide a statement that confirms review of the Agreement of Services.	
d. Proposers must identify any provisions they disagree with, and changes which they wish to have considered by the City.	
e. Consultant's Detailed Scope of Services (as needed)	

EVALUATION CRITERIA AND SELECTION PROCESS

Selection of the firm or contracting entity will be based on an overall assessment of qualifications, capability, adaptability, and plan to accomplish the project on schedule. Selection of the consultant shall be based on all submitted documents and subsequent interview.

Written proposals will be ranked by the City based on established ranking criteria. The request for proposals for Project Management Services will be evaluated utilizing the following qualifications-based criteria: Selection will be made based on the proposals submitted. The City may deem it necessary to interview applicants to assist in the ranking process. The City retains the right to interview applicants as part of the selection process and at no cost to the City

Criteria	Points
Approach to Work	15
Specialized Experience	50
Project Team	15
Level of Effort and Budget	10
Responsiveness to the RFP	5
Ability to Conform to City Contract	5
Total	100

Transmittal Letter

The proposer may use this section to introduce the Proposal and/or to summarize the key provisions of the proposal. The letter of transmittal shall contain the names of the Project Manager(s) that will perform the project. The office location(s) where the work will be performed shall be stated.

The Proposal shall include the following items.

Section 1 – Approach to Work (Score 15)

Outline your team’s approach to complete the scope of work outlined in the RFP.

This section relates to the project understanding and approach of the requested services. This should include a clear and concise understanding of the requested services based on existing information and the chief issues to be addressed. The consultant should be knowledgeable of standard solutions applicable to project issues as well as being able to offer innovative ideas. It is also important that the consultant demonstrate an ability to synthesize technical information and communicate this information in verbal, written and graphic form.

This section should also outline the approach to the project and how key issues identified in the requested services will be addressed. It should include major tasks to be completed as well as the resources proposed to complete each task, identifying the consultant's ability to ensure expeditious completion of the work.

- Describe your firm's overall approach to the project.
- Provide a general work plan that describes how the consultant will organize and conduct the project by task, as defined in the Scope of Services. Identify any critical milestones for the project.
- Provide a description of the consultant's approach and methodology of managing work tasks and coordination used to accomplish the work in a timely manner. Describe how you would propose to use City staff, if at all, to assist you during the project and indicate the approximate time requirement.
- Provide a description of how the consultant will ensure project progress and quality control.
- Describe how your work plan addresses contingencies that may arise during the project.
- Describe your process/concept for managing scope, schedule, and budget.
- Describe your process and experience interacting with City Councils, City Staffs, and the public.
- Describe the proposed management approach, which will cover: communications and coordination approach, methods and techniques among project team members, with the City and outside parties, and quality control and management program.

Discuss any unique ideas or concerns relating to the project or services listed in the Scope of Services. Information provided should focus on the approach to successfully implement the City project identified to date. State any key assumptions used in the approach formulation.

Section 2 – Specialized Experience (Score 50)

Briefly, highlight the Project Manager(s) professional work history of relevant projects as it relates to the capabilities to provide the requested services listed in the Scope of Services. Identify any unique approaches or strengths that your firm may have related to this project.

Describe recent experience with the FEMA NEPA process specifically experience relating to the preparation of EA documentation.

Section 3 – Project Team (Score 15)

With respect to the tasks listed in the Scope of Services, indicate staff organization and describe the specific role of key staff members, including sub-consultants, and how the City will be involved. Indicate the portion of the time key staff will be available to work on the project, and discuss the availability of the project team to complete the project on schedule. Describe major projects where key team members have worked together previously. Emphasize the experience of the specific individuals proposed to do the work. Include resumes for the key team members in the appendix of your proposal. Substitutions of key personnel will only be allowed with written approval of the City.

Section 4 – Level of Effort and Budget (Score 10)

Provide an estimated level of effort and an estimate of the not-to-exceed cost to fulfill the proposed scope of services inclusive of a cost tabulation of all other fees and/or charges your firm anticipates will be required from the City for your work effort.

The level of effort breakdown should include all services inclusive of technology and travel costs, consultant labor hours broken out by project milestones each major section identified in the scope of services section. Indicate the requested markup on sub-consultant costs expressed as a percentage of sub-consultant labor costs.

Reasonableness of the individual firm's fees and competitiveness of hourly rates and reimbursable expenses for services and any requested changes.

Any exceptions to the requirements identified in this RFP shall be clearly documented.

NOTE: This information does not constitute a bid but ensures that a detailed review of the merits of the proposal are complete.

Section 5 – Responsiveness to the RFP (Score 5)

Completeness of responses in accordance with the RFP instructions; exceptions to or deviations from the RFP requirements.

Section 6 - Ability to Conform to City Contract (Score 5)

Ability to enter a design contract quickly; a copy of the City standard agreement for consultant services is attached. Proposers are asked to identify in their proposals any language therein which would not be accepted, and suggest in their proposal any changes in that language that would be required prior to entering an agreement with the City.

Section 7 - Submittal Forms

- a. Certificate of insurance.

- b. References from at least three firms for whom you have provided similar services (use form in proposal package).
- c. Statement and explanation of any instances regarding past governmental agency bidding or contract disqualifications or removal from a project.

Selection Procedure

The selection procedure is designed to provide each competing firm a fair and objective assessment of their qualifications. It is intended to allow each firm the opportunity to have access to the same information on the project and to submit information on its qualifications and approach that will be judged on its merit in terms of how well it meets the City objectives. No firm has an acknowledged advantage in this procurement, nor does the City intend during the selection process to confer any advantage to any firm.

The following procedures will be followed in selecting the environmental consultant firm.

- A. Proposals received by the City will be reviewed by a selection committee. The selection committee is made up of members from the City. The selection committee will evaluate and develop an overall ranking of the competing firms after giving full and fair consideration to each firm's proposal and presentation, and designate the most qualified consultant for award of contract. The most qualified consultant will have the highest combined score based on the evaluation criteria used to evaluate the proposals.
- B. The City will notify the most qualified consultant of its selection shortly after the committee has made its decision. The other firm's will be notified, and if negotiations are not successful with the top-ranked firm, or if that firm does not execute a contract agreeable to the City within 30 days of the notification, the City will cease discussions, and begin negotiations with the second highest ranked firm, etc., until a satisfactory contract is agreed upon; or the City may decide to reject all proposals and re-advertise the RFP.

Upon receipt of a properly executed agreement, notification to start services will be issued. It is expected that the firm will commence services within one week after the agreement is executed.

1. **Contract Award.** Subject to these Request for Proposal requirements, the City will award the contract to the most qualified, responsible, responsive proposing consultant, using the proposal evaluation and selection criteria.
After an acceptable agreement is negotiated with the City, the agreement will be presented to the Morro Bay City Council for award of contract and execution by the City. The proposed compensation and payment schedule shall be tabulated in spreadsheet form, presenting each task complete with the level of effort from each team member. The Consultant shall monitor costs throughout the project. The fee for this project will not be increased unless the scope of work is amended to include additional consulting services. Any increase in fees for additional consulting services must be confirmed in writing by the City **prior** to undertaking extra work.
2. **Failure to Accept Contract.** The following will occur if the Consultant whose proposal is accepted fails or refuses to enter into the contract: the City may negotiate with the next most qualified proposing consultant.

3. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review, contract award, and completion of the work:

- | | |
|-----------------------|----------------------------|
| a. Issue RFP | Wednesday, May 26, 2010 |
| b. Receive proposals | Wednesday, June 16, 2010 |
| c. Evaluate proposals | Wednesday, June 30, 2009 |
| d. Negotiate Contract | Wednesday, July 14, 2010 |
| e. Start work | Monday, July 19, 2010 |
| f. Complete Work | Monday, September 20, 2010 |

4. **Questions.** Direct questions or information requests concerning this project to **Robert W. Carnes** ... no later than **4 p.m. on Monday, June 7, 2010** and the City will forward all questions and responses to all proposal holders to assure no one firm gains a competitive advantage or suffers a competitive disadvantage. The Project Manager will attempt to respond to questions within three working days of their receipt.

5. **Ownership of Materials.** All original drawings, plan documents, and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of the City. The Consultant shall deliver any or all of these materials and documents to the City upon demand.

6. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

7. **Copies of Reports and Information.** If the City request additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and City shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.

8. **Accuracy of Scope of Consultant Services.** The City finds the Scope of Consultant Services for this project to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Although the effect of ambiguities or defects in the Scope will be as determined by law, any patent ambiguity or defect shall give rise to a duty of proposing consultant to inquire prior to proposal submittal.

To the extent that the Scope of Consultant Services constitute performance parameters, the City shall not be liable for costs incurred by the successful proposing consultant to achieve the project's objectives or standards beyond the amounts provided therefore in the proposal.

PROPOSAL SUBMITTAL FORM - SUBCONSULTANT LISTING

Describe briefly the work scope of each sub-consultant. Attach additional pages if required.

Sub-consultant

Company Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services to be provided.	

Sub-consultant

Company Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services to be provided	

REFERENCES

Number of years engaged in providing the services included within the scope of the consultant services under the present business name:_____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the consultant services. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Client's Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Client's Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Client's Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- ***Do you have any disqualification as described in the above paragraph to declare?***

Yes No

- ***If Yes, explain the circumstances.***

Executed on _____ at _____
under penalty of perjury of the laws of the State of California, that the foregoing is true and
correct.

Signature of Authorized Consultant Representative

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (“Agreement”) is made upon the date of execution, as set forth below, by and between **Consultants Name Here** a California Corporation, (hereinafter referred to as **CONSULTANT**), and the **CITY OF MORRO BAY**, a California Municipal Corporation (hereinafter referred to as "**CITY**")

A. **CITY** and own and operate a Harbor Street Fire Station within the City of Morro Bay; and

B. **CITY** desire to engage **CONSULTANT** to perform the services described herein below; and

C. **CONSULTANT** represents that it possesses the skill, education and licenses necessary to satisfactorily perform, and desires to perform said services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.00 **GENERAL PROVISIONS**

1.01 **TERMS**. This Agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

1.02 **CONTRACT COORDINATION**.

a. **CITY’s** CIP Manager or designated representative shall be the representative of **CITY** for all purposes under this Agreement. **CITY’s** CIP Manager, or his designated representative, hereby is designated as the Contract Manager for the **CITY**. He shall supervise the progress and execution of this Agreement.

b. **CONSULTANT**. **CONSULTANT** shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Contract/Project Manager Name here is hereby designated as the Contract Manager for **CONSULTANT**. Should circumstances or conditions subsequent

to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager Designee shall be subject to the prior written acceptance and approval of the **CITY's** Contract Manager.

1.03 **SERVICES TO BE PERFORMED BY CONSULTANT.** **CONSULTANT** agrees to perform or provide the services specified in "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference.

CONSULTANT shall determine the method, details and means of performing the above-referenced services.

CONSULTANT may, at **CONSULTANT's** own expense, employ such assistants, as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **CITY** may not control, direct or supervise **CONSULTANT's** assistants or employees in the performance of those services.

1.04 **COMPENSATION.** In consideration for the services to be performed by **CONSULTANT**, **CITY** agrees to pay **CONSULTANT** the consideration set forth in the amounts and under the terms provided in Exhibit "B" attached hereto and incorporated herein by this reference.

2.00 **OBLIGATIONS OF CONSULTANT**

2.01 **MINIMUM AMOUNT OF SERVICE BY CONSULTANT.** **CONSULTANT** agrees to devote the hour's necessary to perform the services set forth in this Agreement in an efficient and effective manner. **CONSULTANT** may represent, perform services for and be employed by additional individuals or entities, in **CONSULTANT's** sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with **CITY's** business.

2.02 **TOOLS AND INSTRUMENTALITIES.** **CONSULTANT** shall provide all tools and instrumentalities necessary to perform the services under this Agreement.

2.03 **LAWS TO BE OBSERVED.** **CONSULTANT** shall:

a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONSULTANT** under this Agreement;

b. Keep itself fully informed of all existing federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in **CONSULTANT**'s performance under this Agreement, or the conduct of the services under this Agreement;

c. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

d. Immediately report to the **CITY**'s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

2.04 **RELEASE OF REPORTS AND INFORMATION.** Any video tape, reports, information, data, or other material given to, or prepared or assembled by, **CONSULTANT** under this Agreement shall be the property of **CITY** and shall not be made available to any individual or organization by **CONSULTANT** without the prior written approval of **CITY** respectively. This provision shall not apply to information in whatever form that comes into the public domain, nor shall it restrict **CONSULTANT** from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

2.05 **COPIES OF VIDEO TAPES, REPORTS AND INFORMATION.** If **CITY** requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the **CONSULTANT** is required to furnish in limited quantities as part of the services under this Agreement, **CONSULTANT** shall provide such additional copies as are requested, and **CITY** shall compensate **CONSULTANT** for the costs of duplicating of such copies at **CONSULTANT**'s direct expense.

2.06 **QUALIFICATIONS OF CONSULTANT.** **CONSULTANT** represents that it is qualified to furnish the services described under this Agreement.

2.07 **WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFITS.** CITY and CONSULTANT intend and agree that CONSULTANT is an independent contractor of CITY and agrees that CONSULTANT and CONSULTANT's employees and agents have no right to Workers Compensation and other employee benefits. If any worker insurance protection is desired, CONSULTANT agrees to provide Workers Compensation and other employee benefits, where required by law, for CONSULTANT's employees and agents. CONSULTANT agrees to hold harmless, defend and indemnify CITY, respectively, from any and all claims for injury, disability, or death of CONSULTANT and CONSULTANT's employees or agents.

2.08 **INDEMNIFICATION FOR PROFESSIONAL LIABILITY. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. [Required per CC §2782.8]**

2.09 **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full.

3.00 **TIME FOR COMPLETION OF THE WORK**

Program scheduling shall be as described in Exhibit "A" unless revisions to the exhibit are approved by CONSULTANT's Contract Manager and both the CITY's City Manager and the General Manager .

Time extensions may be allowed for delays caused by CITY, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the CONSULTANT.

4.00 **TEMPORARY SUSPENSION**

The **CITY's** Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period, as he deems necessary due to unfavorable conditions or to the failure on the part of the **CONSULTANT** to perform any provision of this Agreement. **CONSULTANT** will be paid the compensation due and payable to the date of temporary suspension.

5.00 **INSPECTION**

CONSULTANT shall furnish **CITY** with every reasonable opportunity for **CITY** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **CITY's** Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

6.00 **OWNERSHIP OF MATERIALS**

All original drawings, videotapes and other materials prepared by or in possession of **CONSULTANT** pursuant to this Agreement shall become the permanent property of the **CITY**, and shall be delivered to the **CITY** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the **CITY** upon completion of the work and payment of monies earned and due to the **CONSULTANT**. Any unauthorized use of the materials shall be at the **CITY's** sole risk and without liability to the Consultant.

7.00 **OBLIGATIONS OF CITY**

7.01 **COOPERATION**. **CITY** agrees to comply with all reasonable requests of **CONSULTANT** necessary to the performance of **CONSULTANT's** duties under this Agreement.

7.02 **CITY** shall also be responsible for providing such staff production assistance as is specified in Exhibit "A".

8.00 **TERMINATION OF AGREEMENT**

8.01 **TERMINATION OF NOTICE.** Notwithstanding any other provisions of this Agreement, any party hereto may terminate this Agreement, at any time, without cause by giving at least ten (10) days prior written notice to the other parties to this Agreement.

8.02 **TERMINATION ON OCCURRENCE OF STATED EVENTS.** This Agreement shall terminate automatically on the occurrence of any of the following events:

- a. Bankruptcy or insolvency of any party;
- b. Sale of the business of any party without the prior approval of the other party;
- c. End of the Agreement to which **CONSULTANT's** services were necessary: or
- d. Assignment of this Agreement by **CONSULTANT** without the prior written consent of **CITY**.

8.03 **TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT.** Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching party, at its option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

8.04 **RETURN OF MATERIALS.**

Upon such termination, **CONSULTANT** shall turn over to the **CITY** immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by **CONSULTANT**, and for which **CONSULTANT** has received reasonable compensation, or given to **CONSULTANT** in connection with this Agreement. Such materials shall become the permanent property of **CITY**. **CONSULTANT**, however, shall not be liable for **CITY's** use of incomplete materials.

9.00 **SPECIAL PROVISIONS**

9.01 **INTEREST OF CONSULTANT.**

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any

manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. **CONSULTANT** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **CITY**, respectively. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **CITY**, respectively.

9.02 **DISCRIMINATION.**

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, **CONSULTANT** shall be found in material breach of the Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Five Hundred Dollars (\$500) for each calendar day during which **CONSULTANT** is found to have been in such noncompliance as damages for said breach of contract, or both.

10.00 **MISCELLANEOUS**

10.01 **REMEDIES**. The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

10.02 **NO WAIVER**. The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

10.03 **ASSIGNMENT**. This Agreement is specifically not assignable by **CONSULTANT** to any person or entity. Any assignment or attempt to assign by **CONSULTANT**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in Section 8.03.

10.04 **ATTORNEY FEES**. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

10.05 **TIME FOR PERFORMANCE**. Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

10.06 **NOTICES**. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

CITY: City of Morro Bay
595 Harbor Street
Morro Bay, CA 93442

CONSULTANT: _____

WITH COPY TO: Timothy J, Carmel, Esq.
Carmel & Naccasha, LLP
P.O. Box 15729
San Luis Obispo, CA 93406

10.07 **GOVERNING LAW.** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises. Any litigation concerning or arising from this Agreement shall take place in the Superior Court for San Luis Obispo County.

10.08 **BINDING EFFECT.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **CITY** to any assignment of this Agreement or any interest in this Agreement.

10.09 **SEVERABILITY**. Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

10.10 **SOLE AND ENTIRE AGREEMENT**. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

10.11 **TIME**. City and Consultant agree that time is of the essence in this Agreement. City and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of one thousand dollars (\$1,000.00) per day for each and every day such performance is late. City and Consultant agree that such sum is reasonable and fair. Furthermore, City and Consultant agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

10.12 **DUE AUTHORITY**. The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

10.13 **CONSTRUCTION**. The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

10.14 **AMENDMENTS**. Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

Executed on _____, 2010, at _____, California.

By _____

Andrea Lueker, City Manager

By: _____

Consultant

Attest:

Bridgett Bauer, City Clerk

APPROVED AS TO FORM:

By: _____

Robert Schultz

City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PAYMENT SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Property Damage Insurance in an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured's the City of Morro Bay and their officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all Consultants, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverage's required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage's required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverage's.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

CITY'S REQUEST FOR PROPOSAL

EXHIBIT E
CONSULTANT'S PROPOSAL