



NOTICE TO CONSULTANTS
REQUEST FOR PROPOSAL/QUALIFICATIONS
AND CONTRACT
FOR

Biological Monitoring Services

**Water Reclamation Facility Lift Station and Offsite
Pipelines Construction**

October 08, 2020



Rob Livick, PE/PLS - City Engineer



NOTICE TO CONSULTANTS

City of Morro Bay Notice Requesting Proposals for Biological Monitoring Services:

Water Reclamation Facility Lift Stations and Offsite Pipelines Construction

NOTICE IS HEREBY GIVEN the City of Morro Bay (the "City"), located in the County of San Luis Obispo, State of California, is requesting proposals from firms desiring to perform biological monitoring services necessary for the construction of the Water Reclamation Facility Lift Stations and Offsite Pipelines Project (i.e., Conveyance Facilities Project).

The City of Morro Bay Public Works Department must receive all proposals by 2:00 p.m. on Friday, October 30, 2020.

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

Proposals shall be emailed to Rob Livick, PE/PLS – City Engineer (rlivick@morrobayca.gov).

General Work Description:

The WRF overall project includes construction of a new one million gallon per day (mgd) advanced treatment facility on South Bay Boulevard north of Highway 1, two new lift stations, approximately 3.5 miles of pipelines and wells to inject the purified water into the groundwater aquifer, which can be extracted for reuse through the City's existing infrastructure. The current schedule for the overall project includes construction beginning in 2019 and project completion by 2023.

The Conveyance Facilities Project component of the City's WRF involves constructing multiple pipelines to serve the WRF from the proposed influent lift stations. The pipelines include two parallel sewer force mains which convey raw sewage by a lift station located at the existing wastewater treatment plant location sourced from the City's collection system. The conveyance facilities also include the treated effluent (brine) disposal line from the WRF to the ocean outfall and a purified water line from the WRF to the injection wells.

Supporting documentation is available on the WRF website at the links below:

- Conveyance Facilities Drawings (Part 1): https://morrobaywrf.com/wp-content/uploads/3a_Vol3.Drawings22x34.pdf
- Conveyance Facilities Drawings (Part 2): https://morrobaywrf.com/wp-content/uploads/3b_Vol3.Drawings22x34.pdf
- Conveyance Facilities Specifications: https://morrobaywrf.com/wp-content/uploads/5_2020_0041-Final_SAA.pdf
- Draft EIR: <https://morrobaywrf.com/wp-content/uploads/Draft-Environmental-Impact-Report-EIR-March-2018.pdf>
- Final EIR: <https://morrobayca.sharepoint.com/:b:g/WRF/EeLLzx4e86FOr3fFwKUDUbeBBN6GUzKQe4Hsx9ulqCI38Q?e=Luylwq>
- Biological Opinion with the United States Fish and Wildlife Service (USFWS): <https://morrobayca.sharepoint.com/:b:g/WRF/Eea4qW-a1RBGpBMf7Yo6b2UBpaUG140IZLWmAyrL1hYJ8w?e=17s5VY>

For a copy of the RFP or additional supporting information, contact Rob Livick, PE/PLS – City Engineer at (805) 772-6569 / rlivick@morrobayca.gov. The telephone number for the Public Works Department is (805) 772-6261.

DESCRIPTION OF WORK

1. INTRODUCTION

This project is intended to implement the mitigation measures and the avoidance measures of the City of Morro Bay Water Reclamation Facility Environmental Impact Report (EIR) and the USFWS Biological Opinion, respectively. The City of Morro Bay is requesting proposals from qualified firms with experience in biological monitoring services during construction to provide for the following project:

Water Reclamation Facility Lift Stations and Offsite Pipelines

The proposal should identify a prime consultant and subconsultants as applicable.

2. GENERAL PROJECT DESCRIPTION

The existing Morro Bay-Cayucos wastewater treatment plant is located at 160 Atascadero Road in Morro Bay and is jointly owned and operated by the City of Morro Bay (City) and the Cayucos Sanitary District. The wastewater treatment plant was originally built in 1954 in a low-lying area near the confluence of Morro Creek with the Pacific Ocean, and it provides wastewater treatment services to the City and to the unincorporated community of Cayucos approximately six miles to the north. The wastewater treatment plant was built before modern state and federal water quality standards, and does not meet federal Clean Water Act (CWA) standards for full secondary treatment.

The WRF Project includes construction of a new one million gallon per day (mgd) advanced treatment facility. This Project will be designed to treat an annual average flow of 0.97 million gallons of wastewater per day (mgd) through preliminary, secondary, tertiary, and advanced treatment. The Water Reclamation Facility (WRF) will produce purified water that meets indirect potable reuse standards for a groundwater replenishment reuse application, per California Code of Regulations Title 22 purified water requirements.

Source waters from the City's wastewater collection system will be pumped to the WRF site from the City's wastewater treatment plant located on Atascadero Road just northeast of Morro Rock. This raw wastewater will be pumped via dual force main pipelines parallel to Highway 1. Advanced treated purified water produced at the WRF will be conveyed three miles to injection wells for indirect potable reuse (IPR).

In this phase of implementation, biological monitoring services are required during the construction of the WRF lift station and offsite pipelines at areas of potential threatened species habitat.

The selection of consultant will be based strictly on qualifications, expertise, and cost effectiveness of the proposed personnel and firm, in that order. The selected firm will provide a qualified biologist to perform the biological monitoring scope of work. Once a final fee is negotiated with the selected Consultant, based on a mutually agreed upon Scope of Work, the fee will be submitted to the City Manager or Council for approval.

The WRF Project EIR (Environmental Sciences Associates, 2018) and the USFWS Biological Opinion of the WRF outline potential habitats for both the tidewater goby (*Eucyclogobius newberryi*) (Goby) and the California red-legged frog (*Rana draytonii*) (CRLF) for the Conveyance Facilities Project. Both the Project EIR Special Status Wildlife mitigation measures and the

Biological Opinion require biological monitoring during construction and environmental awareness training and education for the for the project construction.

Several of the mitigation measures in the Project EIR are not applicable to the Conveyance Facilities Project. The final design of the Conveyance Facilities Project excluded potential habitat for the Mono shoulderband snail (*Hetminthoglypta walkeriana*) and the American Badger. Mitigation measure BIO-3 and BIO-4 are therefore not applicable to this component of the WRF and should not be included in the proposer's scope of work.

The USFWS Biological Opinion requires the use of a USFWS-approved biologist for pre-construction surveys, relocation of CRLFs identified, and routine monitoring for construction activities. Upon award of a contract to the preferred proposer, the Construction Manager will submit the names and resumes of their team to the USFWS for approval.

3. SCOPE OF BIOLOGICAL MONITORING SERVICES

A. The consultant is encouraged to prepare a straightforward, concise proposal that specifically relates to the project. The City desires to retain the services of a qualified biologist to complete the biological monitoring services during construction for the construction of the WRF Lift Stations and Offsite Pipelines Project. Within the scope of work and as defined in the EIR and the USFWS Biological Opinion, the biological monitor is to be a qualified biologist competent in monitoring activities and identification of Special Status Species as appropriate. The scope of services will include the following items:

- Coordination with the City, Construction Manager, and contractor.
- Performing pre-construction surveys, collecting data, and preparing summary reports. The survey activities include:
 - Stormwater Pollution Prevention Plan (SWPPP) concurrence with biological monitoring best management practices (BMPs)
 - Review and inspection of staging areas, access routes, and temporary placement areas
- Biological monitoring services during construction and associated monitoring reports.
- Delineation of special status species habitats.
- Environmental awareness training and education, which includes, but is not limited to:
 - CRLF, Goby, and other wildlife and plant species that may be encountered during construction.
 - Special status species habitat that may be encountered during construction
 - Federal and State regulation overview
 - Spoils stockpile placement and spill prevention.
 - Designated fueling and washout areas
 - Best Management Practices

Phase 1 – Pre-Construction Activities:

TASK 1.1 – PROJECT TEAM COORDINATION

This task includes coordination with the City of Morro Bay, the WRF Program Management Team and Construction Manager (Carollo Engineers, Inc.), and the Contractor (TBD) as needed. Meetings include, but are not limited to three (3) meetings with the City staff and the Contractor. Project team coordination also includes regular management of the team's subconsultants.

TASK 1.2 – BIOLOGICAL MONITORING PLAN

Not all areas of the Conveyance Facilities Project require biological monitoring. This task includes development of a Biological Monitoring Plan that outlines those monitoring activities that will be performed for the duration of the project. The Monitoring Plan shall also identify required pre-construction surveys for nesting birds (EIR BIO-5) and wetland delineation (EIR BIO-8).

TASK 1.3 – CONSTRUCTION MOBILIZATION REVIEW (EIR BIO-2, EIR BIO-5, AND EIR BIO-8)

This task includes review of the contractor's mobilization plan, equipment storage areas, washout areas, refueling locations and anticipated stockpile areas for construction material in accordance with the delineated special species habitats and nesting birds outlined in the EIR. This task shall be performed in conjunction with Task 1.6 – Preconstruction survey to confirm delineated habitats are not in conflict with contractors mobilization plan or nesting birds, and temporary construction usage areas.

TASK 1.4 – SWPPP CONCURRENCE REVIEW (BIO-8 AND USFWS BIOLOGICAL OPINION)

This task includes review of the contractor's SWPPP that is to be maintained throughout the Project's construction duration. This task will ensure BMPs utilized in areas of special species habitat as presented in the project EIR are in concurrence with the EIR and biological opinion mitigation measures.

TASK 1.5 – ENVIRONMENTAL AWARENESS TRAINING AND EDUCATION (EIR BIO-1 AND USFWS BIOLOGICAL OPINION)

This task includes the development and presentation of the environmental awareness training and education program presented by the lead qualified biologist prior to the commencement, and for the duration of the proposed construction activities for all construction workers. The education program will present the delineated areas of potential special status species habitat that may be encountered during construction. Additionally, the program will review the appropriate BMPs that are in concurrence with the Project's SWPPP and outline the necessary implementation and maintenance protocol throughout construction to ensure the BMPs are continually effective. Scope shall include information on the CRLF and the Goby as well as other wildlife and plant species that may be encountered during construction activities. The program will include descriptions and examples of each species habitat and the measures the contractor is implementing to protect each species and sensitive habitat during construction. Lead biologist will be responsible to maintain records of construction worker acknowledgement and participation forms and environmental training awareness badges and distribution for construction monitoring and regulatory purposes.

TASK 1.6 – PRECONSTRUCTION SURVEYS (BIO-5 AND BIO-8)

The biological monitoring team will conduct pre-construction field surveys for the CRLF in accordance with the Project EIR and USFWS Biological Opinion. The extent of pre-construction surveying for the CRLF shall be in accordance with EIR BIO-8 (i.e., wetland areas and construction near Morro Creek). The specifics of the surveying shall be in accordance with the USFWS Biological Opinion (i.e., within 48-hours of construction in an identified area). If CRLFs are encountered during surveying, they shall be handled by a USFWS approved biologist in accordance with the Biological Opinion.

The biological monitoring team will also perform the necessary nesting bird surveys in accordance with EIR BIO-5 for work that will occur during the period February 15th to August 31st. If active nests are identified, the biological monitoring team shall inform the Construction Manager.

Phase 2 – Wetland Delineation, Construction Monitoring, Relocation, and Reporting:

TASK 2.1 – WETLAND DELINEATION DURING CONSTRUCTION (EIR BIO-2, EIR BIO-6 AND EIR-BIO-7)

This task includes the efforts for identification of the riparian areas in accordance with EIR BIO-6 in order to maintain compliance with EIR BIO-7. The scope includes physically delineating the CRLF and Goby habitats that are to be protected and avoided during construction. Delineation methods shall be in accordance with the Project EIR and the USFWS Biological Opinion. Work shall also include consultation with the Construction Manager.

TASK 2.2 – MONITORING DURING CONSTRUCTION (EIR BIO-8, EIR BIO-10 AND USFWS BIOLOGICAL OPINION)

This task includes the efforts for biological monitoring for the areas specifically identified in EIR BIO-8 of the Project EIR. Efforts include the routine survey of BMPs and oversight of construction workers to ensure activities are in accordance with the Environmental Awareness and Education Program. The biological monitoring team will also be tasked with ensuring compliance with EIR BIO-10 for protection of public trees. This effort includes erection of staking to identify the protection area that will surround each tree or cluster of trees. .

TASK 2.3 – RELOCATION OF CALIFORNIA RED-LEGGED FROGS DURING CONSTRUCTION (USFWS BIOLOGICAL OPINION)

During construction, if a CRLF is encountered, the biological monitoring team shall relocate the CRLF in accordance with the USFWS Biological Opinion. The biological monitoring team shall also immediately inform the Construction Manager. Biological monitor shall prepare and submit a California Native Species Field Survey Form and map to the California Natural Diversity Database (CNNDDB) within 3 to 5 working days of the sightings.

TASK 2.4 – REPORTING DURING CONSTRUCTION (EIR BIO-8 AND USFWS BIOLOGICAL OPINION)

The biological monitoring team shall prepare daily field notes during monitoring activities. These field notes shall be compiled into weekly summaries and saved to the Program Manager's intranet site (i.e., SharePoint).

4. DELINEATION OF RESPONSIBILITIES

A. Responsibilities of the Consultant

1. The Consultant will be responsible for undertaking the services identified above, or as negotiated with the City, upon execution of the contract by both parties. Services provided will be under the direction, seal and signature of the appropriate professional engineers registered in the State of California in active standing with the California Board for Professional Engineers and Land Surveyors.
2. All invoices will be submitted to the City with a brief description of services rendered.

B. Responsibilities of the City

1. Coordination of the activities of the biological monitoring team.
2. Facilitation of approval of the biological monitoring team's certified biologist and monitors by the USFWS.
3. Pay all invoices submitted in accordance with the Contract requirements.

5. TENTATIVE Project Schedule

Start work	December 15, 2020
Construction near Morro Creek	TBD

6. Selection Process

- A. Proposals evaluation based on the following applicable criteria:
1. Experience record of the qualified biologist
 2. History of approval of the qualified biologist by the USFWS
 3. Demonstration of understanding project characteristics
 4. Individual or project team within the Consultant's organization directly responsible for the work
 5. Adequate staff to perform the work within the time allowed
 6. Past performance of the Consultant on work previously performed for local public agencies and/or related parties
 7. Knowledge of local conditions, where appropriate
 8. Cost effectiveness of Consultant
 9. Ability to conform to the City's attached Professional Services Contract
- B. City of Morro Bay staff will assemble all proposals received for evaluation by a selection committee. The selection committee may evaluate all proposals as submitted or it may interview the most qualified Consultants based on the evaluation criteria. Fees for services will be subject to negotiation after consultant selection.

GENERAL TERMS AND CONDITIONS

1. PROPOSAL REQUIREMENTS

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.

PROPOSAL SUBMITTAL: Each proposal shall submit 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 Public Works Department, 595 Harbor, 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.

INSURANCE CERTIFICATE: Each proposal must include a current certificate of insurance showing:

- The insurance carrier and its A.M. Best rating of at least A-
- Scope of coverage, occurrence based and limits, with a single limit of at least \$1M
- Deductibles and self-insured retention, neither of more than \$25,000

The purpose of this submittal is to assess the adequacy of the proposing consultant's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award.

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 Public Works Director 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.

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, except an alternative proposal when specifically requested in writing by the City. However, an individual or business entity which has submitted a sub-proposal to a proposing consultant submitting a proposal, or who has quoted prices on materials to such proposing consultant, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposing consultants submitting proposals.

COMMUNICATIONS: All timely requests for information submitted in writing 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. [Refer to this Request for Proposal's Special Terms and Conditions, Paragraph 7.]

2. CONTRACT AWARD AND EXECUTION

PROPOSAL RETENTION AND AWARD:

The City reserves the right to retain all proposals for a period of 60 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.

COMPETENCY AND RESPONSIBILITY OF PROPOSING CONSULTANT:

The City reserve full discretion as to determine the competence and responsibility, professionally and/or financially, of the proposing consultants. Proposing consultants will provide, in a timely manner, all information the City deem necessary to make such a decision.

CONTRACT REQUIREMENT:

The proposing consultant to whom award is made (Consultant) shall execute a written contract with the City within ten (10) 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 in substantially the form of Exhibit "A" adopted by the City and incorporated in these specifications.

INSURANCE REQUIREMENTS:

The Consultant shall provide insurance policies and endorsements of insurance policies in the form, coverages, and amounts specified in the Consultant Services Agreement within ten (10) calendar days after notice of contract award as a precondition to contract execution. The insurance policies shall extend to all sub consultants or each sub consultant shall supply their own policy.

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.

3. CONTRACT PERFORMANCE

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.

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 San Luis Obispo County and City of Morro Bay ordinances, regulations and adopted codes during its performance of the work.

PAYMENT OF TAXES:

The contract prices shall include full compensation for all taxes that the Consultant is required to pay. Consultant shall be responsible to pay all taxes required to be paid by Consultant under Federal, State or Local law.

SAFETY PROVISIONS:

The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

PUBLIC AND EMPLOYEE SAFETY:

Whenever the Consultant's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and City employees.

PRESERVATION OF CITY PROPERTY:

The Consultant shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is damaged as a result of the Consultant's operations, it shall be replaced or restored at the Consultant's expense and to a condition as good as when the Consultant began work.

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 prohibited discrimination in employment of persons because of age (40 or older), race, color, sex (including childbirth and nursing), marital status, national origin or ancestry, disability or medical condition, sexual orientation, gender identity or expression, veteran status of past military service, or religion of such persons.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM:

The selected applicant's proposal will comply with all the requirements prescribed in the City's DBE program or demonstrate a good faith effort to do so. Documented adequate good faith efforts are required. A non-certified DBE may meet the City's goal through use of DBE subcontractors or suppliers.

TERMS AND CONDITIONS OF CONTRACT:

The successful firm will be required to enter into a contract substantially in the form attached and abide by all of the 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

The City intends to hire a qualified consultant or consultant team to provide the following services and products that are appropriate for the desired goal.

1. Proposal Content

- Your proposal must include the following information:
 - Proposal submittal summary (Executive Summary)

2. Qualifications

- Experience of your firm in performing similar services; Project understanding and examples of recent projects on which your firm has worked which you believe had similar scope to that being proposed,
- The firm's capabilities and expertise in planning, engineering, design, and construction of water, wastewater and stormwater projects,
- Resumes of the individuals assigned to this project, including any sub-consultants.
- Name(s) and specific experience of the individual or individuals at your firm that you propose as Project Manager or other substantial roles,
- Standard hourly billing rates for the assigned staff, including any sub-consultants.

3. Work Program

- Description of your approach to completing the work,
- Tentative schedule for completing the work, including estimated staff hours and rate schedule,
- Services or data to be provided by the City,
- Any other information that would assist us in making this contract award decision.

4. Submittal Forms

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

5. Proposal Length and Copies

- One PDF copy emailed to rlivick@morrobayca.gov (Rob Livick, PE/PLS City Engineer).
- The following is a list of the maximum number of pages for various components of the proposal.
 - Letter of Transmittal: 1 page
 - Firm overview: 4 pages
 - Approach and Scope of Services Discussion: 5 pages maximum
 - Proposed schedule showing personnel assignments and estimated hours: 2 pages
 - Figures and Illustrations 6 pages maximum
 - Appendices (no page limit)
 - Resumes of Key Personnel, limited to two pages each (as needed)
- List and examples of applicable experience in the past 5 years

- Statement that confirms review of the Agreement of Services, identification of any provisions disagreed with, and changes considered by the City.
- Estimated fees and costs with this proposal.

6. Consultant Information

Proposing consultant shall submit a statement identifying contact information.

7. Proposal Evaluation and Selection

Proposals will be ranked by a City review committee. The requests for proposals will utilize the following qualifications-based ranking criteria:

Criteria	Points
Understanding of the Scope of Work (e.g. completeness of proposal; demonstrated grasp of work to be completed under this contract; expressed understanding of the project scope, objectives, and complexity).	15
Past performance and related experience of firm (e.g. previous experience in performing similar projects, results of reference checks, administrative information)	15
Expertise of technical and professional team members assigned to the project.	25
Proposed project approach (e.g. conceptual and technical approach in preparing the plan, including assurance of the consultant’s ability to provide deliverables in a timely fashion and with high quality).	25
Recent experience in successfully performing similar services	10
Cost effectiveness of proposed project approach	10
Ability to conform to City contract requirements	Pass/Fail
Total	100

The City reserves the right to request clarification of information submitted, and to request additional information of one or more applicants prior to the selection for interviews. Based on the results of the review and ranking process, utilizing the stated evaluation criteria, the 3-4 top ranked firms may be invited back (at no cost to the City) for interviews.

If interviewed, each interview will last approximately one hour. Approximately thirty minutes will be devoted to the firm’s presentation of its proposal and its various elements, and the remainder a question and answer format between the Interview Committee and the consultant. Upon completion of all interviews, the Interview Committee will deliberate and rank the consultants, and designate the most qualified consultant for award of contract. 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 45 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.

8. Proposal Review and Award Schedule

The following is an outline of the anticipated schedule for proposal review and contract award:

Issue RFP	October 08, 2020
Receive proposals	October 30, 2020
Finalist Interviews – As needed	Tentative: Week of November 09, 2020

Complete proposal evaluation, negotiate terms and finalize staff recommendation	November 27, 2020
Award contract	December 08, 2020
Execute contract	December 09, 2020
Start work	December 15, 2020
Complete Project	June 01, 2020

9. Contract Award

Subject to the reservations set forth in Paragraph 9 of the General Terms and Conditions of these specifications, the City will award the contract to the most qualified, responsible, responsive proposing consultant, using the proposal evaluation and selection criteria.

Following the award of contract, the consultant will negotiate with the City a compensation and payment schedule tied to accomplishing key tasks. 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 proposed compensation schedule shall include a per meeting cost associated with staff level meetings as well as advisory Committees, City Council, Board meetings. The City must be able to determine and differentiate the costs associated with reviewing the tertiary treatment options, and other recommended alternatives. The Consultant shall monitor costs throughout the project. The “not to exceed 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.

10. 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.

11. Questions

Questions about the project or request for proposals, rlivick@morrobayca.gov. The City of Morro Bay offices are open from 8:00 AM to 5:00 PM, weekdays.

12. Ownership of Materials

All original drawings, including electronic, plan documents, computer models 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.

13. 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.

14. 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.

15. 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. If, after entering into the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the Scope of Consultant Services, or any other matter whatsoever, Consultant shall immediately notify the City in writing, and the Consultant and all sub-consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a contract amendment has been granted by City. Failure to provide the hereinbefore-described written notice within one working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or the ambiguity in the Scope of Consultant Services concerning the dispute.

PROPOSAL SUBMITTAL FORM: SUB-Consultant LISTING

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

Subconsultant

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

Subconsultant

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

Subconsultant

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 reserve the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer 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

Customer 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

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

EXHIBIT A

CITY OF MORRO BAY

AGREEMENT FOR Consultant SERVICES

THIS AGREEMENT is made, by and between, the City of Morro Bay, a municipal corporation ("City") and _____, a California corporation, and/or [insert individual's name] dba [insert business name if not a corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein the parties agree as follows:

1. TERM

This Agreement shall commence on XXXX ____ 2020, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's Public Works Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, and based upon actual time spent on the above tasks. That amount shall not exceed {INSERT AMOUNT IN THE FOLLOWING FORMAT}. Seventy Two Hundred Dollars and no cents (\$7,200.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed {INSERT AMOUNT 10% OF THE ABOVE TOTAL, IN THE FOLLOWING FORMAT}Seven Hundred Twenty Dollars (\$720.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days after receipt of each invoice as to all non-disputed fees. If City disputes any of Consultant's fees, then it shall give written notice to Consultant within fifteen (15) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten-days' (10-days') prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, then such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, City shall pay to Consultant the actual value of the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date Consultant is notified of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance for work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, then it shall not be considered a default.

(b) If the City Manager of his/her delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, then he/she shall cause to be served upon Consultant a written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, and full payment by City for services performed pursuant to, this Agreement, all final work product such as documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. With respect to computer files, Consultant shall make available to City, as a service in addition to those set forth herein, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused by any negligent act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. City agrees to hold harmless and indemnify Consultant from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the computer files or any other document provided by Consultant under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this agreement.

11. INDEPENDENT Consultant

(a) Consultant is and shall at all times remain as to City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with applicable legal requirements in effect at the time the drawings and specifications are prepared. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or inequity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within City. Any appearance required by law shall not be considered "voluntary. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City if Consultant, or any of its officers, employees, agents, or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within City. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate with City by providing the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Morro Bay
Attention: Public Works Director
595 Harbor Street
Morro Bay, CA 93442

To Consultant:

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF PROPOSAL

Consultant is bound by the contents of the proposal submitted by Consultant, Exhibit A hereto.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MORRO BAY

Consultant (2 signatures required)

By: _____
[Authorized City Representative or Mayor]

By: _____
(Signature)

Attest:

(Typed Name)

Dana Swanson, City Clerk

Its: _____
(Title)

By: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Approved As To Form:

Joseph W. Pannone, City Attorney

EXHIBIT A - INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Agreement, 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 to perform the Scope of Services, then 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.

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 \$2,000,000 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 insureds the City of Morro Bay and its 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 sub-Contractors 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 sub-Contractors 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 coverages 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 coverages 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. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any sub-Contractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City.

9. Consultant agrees to ensure that subcontractors, and any other party involved with the Scope of Services who is brought onto or involved in the Scope of Services 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 Scope of Services will be submitted to City for review.
10. 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 the Scope of Services 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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 coverages.

16. 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.
17. 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.
18. 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.
19. 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.
20. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Scope of Services 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 regarding 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.
21. 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.