

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

DATE: January 2, 2008 (CC Meeting of 1/16/2008)

SUBJECT: Consider Release of Request for Qualifications for Professional Services for Construction Manager for the Ruben Castro Human Services Center

BACKGROUND

The City's past practice for providing construction management services for major construction projects has been to retain a Construction Management firm to provide basic services using the traditional "Design-Bid-Build" approach to project delivery. In view of the City's recent experience with this project delivery method for the Police Services Center, staff is proposing that the City utilize the Construction Manager – Multiple Prime method to deliver the Ruben Castro Human Services Center. This method is currently being used by many cities throughout California including the City of Camarillo for its recently completed Municipal Library. In this method the Construction Manager has an "agency" relationship with the City; manages multiple trade contractors; assists during all phases with planning, budgeting, and scheduling; provides constructability reviews, estimating and bid-ability reviews; and prepares the bid packages.

DISCUSSION

There are four basic options for providing project delivery systems for the construction of public facilities in California. These are: 1) The traditional Design-Bid-Build method; 2) The Design-Build method; 3) Agency Construction Management method; and 4) The Construction Management at Risk method.

1. In the **Design-Bid-Build** method which has been traditionally used by the City, the architect designs the project to the City's specifications, general contractors submit bids based on the architect's plans and specifications and the lowest responsible bidder builds the project. The general

contractor uses the services of subcontractors who become contractually obligated to the general contractor. The public agency retains one or more project managers to manage the project through the construction phase and also retains the architect in an advisory role. Advantages to this method include:

- Widespread use and familiarity
- A perceived fairness in the process
- Lowest initial construction price
- Bid based upon completed documents
- Architect and project manager work directly for the owner (City)

Disadvantages to this method are:

- Lengthy process
- Potential adversarial relationship between owner, architect, and General Contractor
- No preconstruction services for cost control
- Costs unknown until bids are finalized
- Intensifies potential for change orders
- Fast-track option not available
- Low bidder potentially not qualified. (City requires prequalification for projects over \$ 1 million)
- High potential for litigation, cost overruns, and delays
- Less control over quality of the builder
- Builder is working to benefit himself
- No owner control over subcontractors

2. In the **Design-Build** method a general contractor, architect, or other duly licensed entity is contracted to complete both design and construction services as a single source. There are a growing number of companies that specialize in this method of project delivery.

Advantages to this method include:

- Single source contract to complete both design and construction
- Early cost and schedule control of the project
- Reduced overall project duration
- Fast-track option available
- Potential to reduce complex claims exposure

Disadvantages to this method are:

- Complexity of structure, especially in the public sector
- Either design or construction could suffer if the right team is not assembled
- Potential adversarial relationship
- Potential to limit owner/architect communication

- Potential loss of owner control over project
- When disputes do occur, the disputes are generally significant in nature
- Loss of traditional checks and balances

3. For the **Agency as Construction Management or Multi-prime method** the owner uses qualifications-based selection to hire an architect to design the project and uses qualifications-based selection to hire a construction manager (CM-MP). In this method the CM-MP has an agency relationship with the owner; manages multiple trade contractors instead of retaining a general contractor; assists during all phases with planning, budgeting, and scheduling; provides constructability reviews, estimating and bid-ability reviews; and prepares the bid packages. Advantages to this method include:

- Qualifications-based selection allows the owner to benefit from unique skills and experience of the CM-MP
- Throughout the project the CM-MP maintains responsibility of looking out for the owner's best interests
- Owner gets advantage of CM-MP's staff and general contracting expertise throughout the project timeline
- CM-MP can provide extensive pre-construction services including scheduling, budgets for project and each trade or individual projects, cash flow forecasts, and value engineering studies
- CM-MP provides project management and superintendence for project reducing time required by City Staff for direct project management
- Owner benefits from open book costing

Disadvantages to this method are:

- CM-MP is not at risk for budget or schedule
- If an escrow account is not used, the owner's accounting department may need to process 25-30 more checks a month
- Lack of a single "guarantee", bonded price for the total project

4. For the **Construction Management at Risk (CM@R)** method the owner uses qualification-based selection to hire architect to design the project and to hire a CM@R. The CM@R assists during the preconstruction phase with planning, budgeting and scheduling, and provides constructability reviews estimating, value engineering and bid-ability reviews. The CM@R becomes the general contractor after providing a GMP (guaranteed maximum price) based on drawings available and drives the bid process. The owner has a single contract for construction with CM@R as the general contractor. Advantages to this method include:

- Qualifications-based selection allows the owner to benefit from unique skills and experience of the CM@R
- Qualifications-based selection shifts primary motivation from financial (of the general contractor) to reputation of the CM@R
- CM@R commits to a GMP on a basis that includes assumptions, allowances and certain contingencies, affording the owner a degree of certainty regarding the overall price
- Added assurances of Bond from CM@R
- CM@R's subcontractors can be pre-qualified
- Continuity of preconstruction and construction phases
- Cost certainty allows for early purchases and fast track

Disadvantages to this method are:

- "Line in the Sand". Once the GMP is agreed to, the most fundamental character of the relationship is changed and in addition to acting in the owner's interest, the CM@R also protects himself/herself particularly from financial implications
- GMP is developed on less than 100% details, can lead to increased prices or exclusions by trades and CM@R
- Depending on quality of drawings, CM@R estimates may be conservative and include larger contingencies
- Disputes arise over what was logically implied, but not included in incomplete plans and specifications
- If CM@R underestimates unbid work, or if the architect/engineer or owner make capricious changes or additions, then change orders result and adversarial relationships can arise
- Like Design-Bid-Build method, change orders typically are greater since each carries the burden of CM@R mark up
- General Law Cities in California may be at risk of non-compliance with the State Public Contracts Code

Staff is recommending the use of the Construction Manager-Multiple Prime method as it offers the best available opportunity to avoid the problems encountered during the Police Services Center Project. This method shifts much of the responsibility to deliver a high quality project within the approved budget to the contract construction manager. This method also better defines the relationship between the CM and the Architect and will require less field time from the City's management staff. The City Attorney's Office has reviewed the Draft RFQ.

FISCAL IMPACT

There is no fiscal impact at this time. A recommendation for professional services agreement based on proposals received as a result of this RFQ will be presented

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to the City Council at a later date. It is anticipated that this project delivery method will reduce overall expenses for the project by helping to avoid costly change orders and contractor disputes that could lead to post-construction litigation.

STAFF RECOMMENDATION

Authorize staff to circulate a Request for Qualifications for professional services using the Construction Manager-Multiple Prime method for delivery of the Ruben Castro Human Services Center.

Attachment: Request for Qualifications

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- Loss of traditional checks and balances

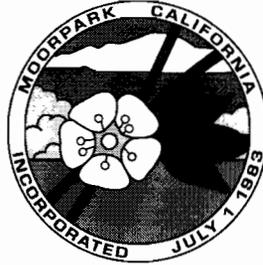
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City of Moorpark

Request for Qualifications

for

Construction Management Services

***Ruben Castro
Human Services Center***

Issue Date – Jan __, 2008

Due Date – Feb __, 2008

CITY OF MOORPARK
REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGEMENT SERVICES
NEW HUMAN SERVICES CENTER

The City of Moorpark is seeking a highly qualified firm to perform construction management services for the City's New Ruben Castro Human Services Center, which will be a multi-prime contractor project. Services are needed during the pre-construction, bid, construction, and post-construction phases of the project. The Construction Manager (CM) will provide necessary input to the project design, contractor selection and oversight of the contractors' performance while representing the best interests of the City of Moorpark in this important civic project to ensure a quality, cost effective project that is completed on schedule and within budget.

I. Project Description and Status

The Human Services Center project consists of design and construction of a single-story, 25,000 square foot facility complex including a 10,000 square foot medical clinic and a 15,000 square foot services building. A preliminary site plan and floor plans are provided in Exhibit A. The project is located on a vacant 2-acre site at 500 Spring Road in the City of Moorpark immediately north of the Moorpark Police Services Center. The total estimated hard construction cost, excluding FF&E, is \$13.9 million. The City of Moorpark is undertaking this project with the assistance the Redevelopment Agency of the City of Moorpark, the Community Development Block Grant Program, and the State of California Health Facilities Financing Authority.

The Rubin Castro Human Services Center will provide a new public complex to serve the growing needs of the local Moorpark community, offering educational and health related social services that are not readily available in Moorpark or the surrounding area, in a two building 2.38 acre Campus. The Campus is adjacent to the recently opened police station and is designed to be compatible with modern California mission style of the Police Services Facility. The project includes Medical, Dental, Counseling, Educational, and Charitable services offices and enhances the human services component of the City.

Site Information- The 2.38 acre parcel, measuring approximately 260 ft. x 400 ft, is approximately 4 to 5 feet in elevation higher than the adjacent street. The Center exterior will include an 85-space parking area, courtyard entry with public art, patron seating, and decorative landscaping. The site has been elevated from the adjacent street level to insure that it remains free from any flood hazards during storm conditions. A temporary building housing the Catholic Charities Community Services Center and

Food Pantry is currently located at the east end of the site with access from Minor Street. Following completion of the new facility, this building will be removed and the remainder of the site will be improved with additional parking and landscaping. The area around the site is subject to flooding and geotechnical issues include a potential for liquefaction possibly requiring the use of a specialized foundation.

Architectural Design Features - A number of design issues came into play in the development of the Human Services Center that influenced the design direction.

- Compatibility with the design to the Police Services Center but with more inviting and commercial elevations.
- Creating a park like setting with convenient vehicular access
- Use of the "Savings by Design" process using the "Systems Approach" to reduce the overall building energy usage by maximizing the efficiency of the interaction of the mechanical and lighting systems.
- Roofs will be flat with parapets sized to conceal rooftop mounted mechanical equipment.
- Incorporation of a possible Day Labor component to the North West portion of the building to address the issues of providing services and support facilities for short term labor workers.
- Allowance for future expansion of the planned facilities.

The design uses protected exterior circulation around a central breezeway to reduce the heating and cooling requirements of the building while at the same time providing shaded arcades for the glazing areas. Extensive and intelligent use of landscaping will soften the hard edges of the buildings while also providing shading for the users and glazing areas, reduce heat gain and aid in percolation of run-off. The plaza hardscape area is broken and interspersed with landscaped areas to provide variety and access to the buildings. Utilization of landscape and lighter paving colors also will reduce heat islands and solar gain at parking and pedestrian walkways.

Building Materials - The buildings will be primarily steel frame structures with an exterior plaster finish with block, cast stone, steel and wood pergolas and deep recessed window elements. Various types of stucco will be used to emphasize building elements. The design incorporates the use of some sky-lighting to bring natural lighting into some of the tenant spaces.

Landscape Design Features - The intention of the landscape design is to blends textures and colors to create visual harmonies that emphasize focal points, reinforce orientation, circulation, and encourage both active and passive use. The curving walkways through the south east green offers users the opportunity to gather informally under deciduous trees that allow sun in the winter and shade in the summer.

Aesthetic Value - All trees, shrubs, vines, ground covers, and lawn have been selected for their colorful and textural aesthetic value. The Windmill Palms, planted in a linear arrangement echo the angles of the buildings and the surrounding linear patterned hardscape. A variety of evergreen, deciduous, and flowering trees ensures year-round

interest and change. Flowering shrubs and perennials also add a continuous cycle of color to the landscape.

Plant Materials - Climatic Compatibility - All plants are grouped in hydro-zones according to water needs and will be irrigated on separate valves to ensure efficient water usage. Much of the plant material is drought-tolerant, and is appropriate to this climate. Lawn is limited to a small specific area designed to be used and enjoyed by the users.

The bid process for the multi-prime contracts is scheduled to begin in ___2008, with an estimated 13 months of construction to begin in ____ 2008.

II. Project Team Organization

In the organizational hierarchy the Construction Manager reports directly to the City Manager, who is the overall project director. Day to day project oversight will be by the Assistant City Manager who will be the CM's primary liaison with the City. Supporting the Assistant City Manager is the City Engineer and Deputy City Manager. The CM will be responsible for the day-to-day project management throughout each phase, and will work closely with the Architect who will provide architectural, engineering, interior, technology, and landscape design services.

The various City departments that will provide technical support are: Community Development (including Planning and Building & Safety), Public Works (including Engineering), Administrative Services (including Information Services), Fire, Police, Finance, and the City Attorney.

The project Architect is HMC Architects and the Project Manager (PM) is Hugh Riley, Assistant City Manager of the City of Moorpark. The project is now in the design Phase and groundbreaking is scheduled to occur ___ 2008.

III. Minimum Qualifications

Construction management firms must meet the following minimum qualification requirements in order to be considered for this project.

- A. General Experience of Firm: Experience managing public construction projects of substantial size and scope (\$10 million or more; 20,000 square feet or larger).
- B. Relevant Experience of Firm: Minimum of 5 significant construction projects involving medical clinics, civic office buildings or other similar facilities.

- C. CM Team Qualifications: Demonstrated experience of key individuals assigned to the project, with management and technical abilities necessary to perform the scope of services.
- D. Multi-Prime Contractor Pre-Qualification: Appropriate experience in pre-qualifying and bidding multi-prime contractors for a project of this type.
- E. Location: Professional firm based in California with an office location convenient to the project.
- F. Insurance Requirements: The Consultant shall provide the types and amounts of insurance as described in Exhibit C. Liability policies will be endorsed to name the City of Moorpark, its officials, employees, agents and volunteers as "additional insureds" and state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto.

IV. Scope of Services

The Construction Manager will assist the City in overseeing the construction of the Ruben Castro Human Services Center. Throughout the pre-construction, bidding, construction and post-construction phases, the Construction Manager will be responsible for effective communication, coordination, quality control, cost efficiency, documentation, and timeliness. A description of the services required of the Construction Manager is provided in this section.

A. General Project and Construction Management:

1. Staff Assistance – Provide technical and managerial staff assistance to the City. Coordinate and oversee various disciplines necessary to construct the project, including engineering, architecture, building construction, installation and inspection.
2. Master Schedule - Prepare and maintain a master project schedule based on anticipated design and construction schedules, and integrate all reviews, approvals or other actions required by the City Council, Planning Commission, review agencies and any other entities. Scheduling software will be Microsoft Project or Primavera P3.
3. Cost Control - Under direction of City, establish and implement cost estimating, monitoring and control procedures. Provide cost reports to City monthly or more frequently as needed.

4. Document Control – Maintain relevant records, documents, minutes, funding compliance records, and correspondence. Utilize a comprehensive project management software program such as Microsoft Project, Primavera P3, Prolog, Expedition, or other equivalent acceptable to the City.
5. Meetings – Assist in the organization and scheduling of, and attend all project-related meetings.
6. Reports – Present or make available project scheduling, progress, submittals, change orders, and other reports deemed pertinent.

B. Pre-Construction Phase:

1. Project Cost Estimates – Provide independent detailed cost estimate of construction costs at 70%, 90% and 100% construction document completion.
2. Design, Constructability and Value Engineering Review – Evaluate design documents for accuracy and completeness and advise on cost-effective design alternatives, materials, building systems, equipment and methods of delivery.
3. Pre-Qualification of Prime Contractors – Provide pre-qualification requirements, conduct contractor outreach, surveys and assessments, assist with reference checks, report on bidders acceptability, and prepare written evaluations and recommendations.

C. Prime Contractor Bidding and Contract Award Phase:

1. Bid Preparation – Review plans and specifications and work with Project Manager and Architect to prepare and issue bid documents. Recommend bundling of bids where appropriate, provide information to bidders, conduct pre-bid conference, and jobwalks.

Bid Review – Review bids for price proposals, conformance to requirements, accuracy of quantities, rates and unit prices, and time and schedule impacts, make recommendations for awards, and evaluate any bid protests.

2. Bid Award – Coordinate preparation of construction contract documents, advise City regarding subcontractors and suppliers, and arrange pre-award conference.

D. Construction Phase:

1. Pre-Construction Conference – Conduct construction mobilization meeting with contractors, City, agencies, utilities, and Architect. Review plans, scheduling, general conditions, compliances, staging, security, reporting procedures, site rules and other key elements.
2. On-Site Construction Management and Coordination – Maintain a field office and sufficient personnel and equipment for daily onsite monitoring and coordination of construction activities, as an agent of the City. Provide an air-conditioned conference room adequate in size to hold contractor weekly meetings and Owner/Architect/CM meetings. Ensure regular coordination and communication between Project Manager, Architect and contractors.
3. Permits, Bonds and Insurance - Assist contractors with obtaining required permits and certifying insurance and bond requirements.
4. Schedule Maintenance – Maintain and monitor master schedule to ensure all construction tasks, submittals and reviews are accomplished. Update schedule as necessary, and distribute to appropriate parties.
5. Construction Contract Supervision - Manage and coordinate all construction activities in accordance with approved construction contracts, documents, estimates and schedule.
6. Construction Management and Inspection – Schedule, direct, manage, coordinate, inspect, and document all building and site construction tasks.
7. Information, Shop Drawings, Samples & Other Submittals – Log, process and expedite contractor requests for information and submittals. Analyze and evaluate time and cost impacts of suggestions for modifications, and make recommendations to the Architect and Project Manager.
8. Change Order Management – Investigate, estimate, negotiate, recommend, and process contract change orders. Prepare and submit to PM tabulated change order monitoring and impact reports describing work, cost and progress. The City through its PM will make all final decisions on change orders.

9. Testing, Inspection and Special Services - Recommend, coordinate and monitor deputy inspection and lab testing services, site surveys, utilities, geotechnical and other services, as required.
10. Safety Program – Establish and implement job safety procedures, monitor contractors' compliance with safety program, maintain safe conditions at the site, respond to deficiencies and hazards, investigate and report on accidents.
11. Document Control and Recordkeeping - Maintain and make available logs and files on contracts, submittals, design, engineering, construction, change orders, test reports, inspections reports, regulations, and other records as required.
12. Progress Monitoring and Reporting – Maintain daily log of construction activities and conditions. Conduct and record weekly jobsite progress meetings, and submit work and cost progress reports at least monthly to the City.
13. Cost Accounting and Payments – Maintain updated construction cost estimates, keep accounting records of actual costs and change orders, monitor contractor cost compliances, and submit progress payment requests to the City.
14. As-Built Drawings – Regularly review contractors' as-built drawings for accuracy and completeness, and provide a final set to the City.
15. Claims Assistance – Assist with claims resolution by gathering findings of fact, evaluating findings and strategies, and making recommendations to the City.
16. Initial Start-Up, Punch Lists and Building Inspections – Supervise start-up of utilities, equipment and operational systems, schedule job walks and building inspections, and assist Architect in preparing and managing punch lists for incomplete or defective work.
17. Operations and Maintenance Manuals and Warranties – Assemble manuals, warranties and certificates for equipment and building systems and verify that the same are applicable to the items actually installed.
18. Closeout Documentation – Coordinate completion, issuance and submission of all closeout documents to the City including, but not limited to: record drawings, lien waivers and releases, operations

and maintenance manuals and warranties, permit inspections, and certificates and notices of completion, occupancy and acceptance.

19. Final Project Report and Payment – Recommend and prepare the final payment for contractors. Provide a final report to the City that includes: a financial summary of construction contracting, change orders, construction management and other services, and direct purchase items; a construction summary with schedule review; and a final acceptance summary of signed receipts from City staff of all closeout documents, furnishings fixtures and equipment.

D. Post Construction Phase:

1. Installation, Relocation and Move-In – Assist with coordination of delivery and installation of furniture, furnishings and equipment.
2. Training and Warrantees - Coordinate all training for building engineering and facilities maintenance. Ensure extended warrantees are identified with contact names and warranty descriptions.
3. User Complaints - Respond to initial post occupancy complaints about missing or malfunctioning equipment or building components.

V. Proposal Contents

A. Experience and Qualifications:

- A concise description of the firm and its background including number, size and location of offices, and the number of employees.
- The firm's relevant experience and qualifications, particularly with libraries or other civic buildings similar in scope and complexity, qualifying the firm's involvement and risk level.
- Include at least 3 references that may be contacted on past projects of similar scope and type. Furnish the name, title, address, and telephone number of the person at the client organization who is most knowledgeable of the representative work performed.

B. Scope of Work:

A complete description of the personnel, tasks, methods, technical activities, and products the firm will provide to address the outlined Scope of Services in Part IV. Include the firm's philosophy and approach to managing the issues involved in each phase of the project.

C. Management and Staffing:

- A brief description of the proposed project personnel structure by function. Provide an organization chart with resumes and three references for each proposed non-clerical staff member.
- List all sub-consultants proposed if any for this project. List their name, address, telephone number, and type of work to be performed by sub-consultants.
- Highlight participation and role by all proposed personnel and sub-consultants in projects of similar nature listed in their resumes, and their experience working with the other members of the proposed team.
- Provide evidence of capability to perform the proposed scope of CM services, including company resources.
- Identify the current workload of applicable personnel and capability/commitment to complete the Scope of Services in accordance with the project schedule.

D. Management Record:

Change Order History – Provide accounting of original and final contract amounts for at-risk work, and starting and final total construction costs for agency CM work on all projects listed.

Schedule History – Submit original and final construction schedule durations for all projects listed.

Safety Program – Provide a summary of the firm’s safety program and culture. Include the firm’s “Experience Modification Rate” and payment and performance bond premium rate.

Claims History. Provide a record of all professional liability (errors and omissions) or other claims within the last five (5) years including specific data as to responsibility, relationship to claimant, and ultimate disposition of the claim, along with specific references with telephone numbers of persons/organizations having direct knowledge of the claim(s).

E. Fees:

- Include the hourly rates for all proposed personnel including sub-consultants. The schedule should include all clerical, administrative, and support functions, and distinguish between preconstruction and construction phases, and home office and site based personnel.
- A calculation of the time and materials necessary (other than staff hours noted above) for general conditions costs to accomplish the Scope of Services. General conditions should include allowances for site safety, clean-up and miscellaneous pick-up work,

- **Note:** Finalists will be required to submit total cost projections for all proposed personnel including subconsultants, and a “not-to-exceed” amount for the entire project. This information is not required for the initial response, but responding firms are free to include such information at their discretion.

VI. Proposal Response

A. Deadline:

All proposals must be submitted **no later than:**

4:00 pm on Feb __, 2008.

B. Delivery:

Eight (8) copies of the proposal in half inch, 3-ring binders, (and one loose set for duplication) should be sent or hand-delivered to:

Hugh Riley, Assistant City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

C. Questions, Clarifications and Amendments to RFQ:

A sample Professional Services Agreement is included as Exhibit B.

Existing City documents related to the project are available at City Hall to all prospective firms submitting a proposal. Documents may be requested in person and reviewed during the City’s regular business hours at the City’s Development Services Counter located at the Civic Center, 799 Moorpark Avenue, Moorpark.

Plans may also be reviewed at the Architect’s offices or purchased directly from the printer. Contact the PM to arrange plan review or purchase.

Any questions regarding this RFQ may be directed to Hugh Riley, Project Manager, at (805) 517-6215 or hriley@ci.moorpark.ca.us.

Interested firms may submit to the City a written request for an interpretation or clarification of, or an addenda to, this RFQ. Any such request must be received by the City no later than **4:00 pm on , 2008.**

The City will review and prepare a written response to each request made by a proposing firm. The City's written determination will be mailed or otherwise furnished to all prospective firms by 10:00 AM, 2008.

The City reserves the right to make modifications or addenda to this RFQ. If the City determines it is appropriate to revise any portion of this RFQ, either at the request of a proposing firm or upon the City's own initiative, the City will issue, and make available to all prospective firms, a written addendum setting forth this revision

D. Disclaimers:

The City reserves the right to extend the time allotted for the RFQ submittal, should the City deem that it is in its best interest to do so.

This RFQ does not commit the City to award a contract, or to pay any costs incurred in its preparation. The City reserves the right to accept or reject any or all responses received as a result of this RFQ, to negotiate with any qualified firm, or to cancel this RFQ in part or in its entirety. The City also reserves the right to elect to divide the scope of work identified in the RFQ at its sole discretion, and award a contract to more than one proposing team.

The City may require interested firms to participate in negotiations and to submit such technical, price, or other revisions of their responses as may result from negotiations. Any costs incurred by a firm in responding to this RFQ will be at the firm's sole expense and will not be reimbursed by the City.

Responses will be treated as confidential documents and to the extent permitted by law will not be made available as public records except for the proposal of the firm ultimately selected that enters into a contract with the City.

E. Restrictions on Lobbying:

During the period beginning on the date of the issuance of the RFQ and ending on the date of selection of a CM, no person or entity submitting a proposal in response to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity may contact through any means or engage in any discussion concerning the award of the contract with any member of the Moorpark City Council. Any such contact will be grounds for the disqualification of the responding firm.

VII. Evaluation

Responses to this RFQ will be evaluated on the basis of the written submittals, experience and qualifications, understanding of the requested services, familiarity with comparable projects, references, and the proposed fee schedule. After an initial response screening, final interviews will be scheduled with selected firms to further discuss qualifications, performance of services and fees.

VIII. Award of Contract

Upon the award of a contract by the City, if any, the parties will promptly execute a contract. A copy of the City's standard form of consultant agreement is attached. The City Attorney may require some amendments to this form of agreement to address particular aspects of this project. One such amendment will be that neither the CM nor any of its officers, principals or affiliates will be able to bid on or contract with the City with respect to any of the multi-prime contracts.



SITE PLAN

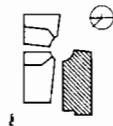
Sheet No. **A1.1**
 Date: 11/11/11

DETAILS

- 1. INTERIOR FINISH
- 2. FLOOR FINISH
- 3. WALL FINISH
- 4. CEILING FINISH
- 5. EXTERIOR FINISH
- 6. ROOF FINISH
- 7. PAINTS
- 8. GLASS
- 9. METALS
- 10. WOOD
- 11. STONE
- 12. CERAMIC TILE
- 13. CONCRETE
- 14. STRUCTURAL
- 15. MECHANICAL
- 16. ELECTRICAL
- 17. PLUMBING
- 18. HVAC
- 19. LIGHTING
- 20. SECURITY
- 21. FURNITURE
- 22. SIGNAGE
- 23. LANDSCAPE
- 24. PAVING
- 25. UTILITIES
- 26. ACCESSIBILITY
- 27. SLOPE
- 28. EROSION CONTROL
- 29. IRRIGATION
- 30. TREES
- 31. SHRUBS
- 32. GRASS
- 33. MULCH
- 34. LIGHT FIXTURES
- 35. ELECTRICAL PANELS
- 36. MECHANICAL UNITS
- 37. PLUMBING FIXTURES
- 38. HVAC UNITS
- 39. SECURITY SYSTEMS
- 40. SIGNAGE SYSTEMS
- 41. LANDSCAPE LIGHTING
- 42. PAVING MATERIALS
- 43. UTILITIES MATERIALS
- 44. ACCESSIBILITY MATERIALS
- 45. SLOPE MATERIALS
- 46. EROSION CONTROL MATERIALS
- 47. IRRIGATION MATERIALS
- 48. TREES
- 49. SHRUBS
- 50. GRASS
- 51. MULCH
- 52. LIGHT FIXTURES
- 53. ELECTRICAL PANELS
- 54. MECHANICAL UNITS
- 55. PLUMBING FIXTURES
- 56. HVAC UNITS
- 57. SECURITY SYSTEMS
- 58. SIGNAGE SYSTEMS
- 59. LANDSCAPE LIGHTING
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- 831. SECURITY SYSTEMS
- 832. SIGNAGE SYSTEMS
- 833. LANDSCAPE LIGHTING
- 834. PAVING MATERIALS
- 835. UTILITIES MATERIALS
- 836. ACCESSIBILITY MATERIALS
- 837. SLOPE MATERIALS
- 838. EROSION CONTROL MATERIALS
- 839. IRRIGATION MATERIALS
- 840. TREES
- 841. SHRUBS
- 842. GRASS
- 843. MULCH
- 844. LIGHT FIXTURES
- 845. ELECTRICAL PANELS
- 846. MECHANICAL UNITS
- 847. PLUMBING FIXTURES
- 848. HVAC UNITS
- 849. SECURITY SYSTEMS
- 850. SIGNAGE SYSTEMS
- 851. LANDSCAPE LIGHTING
- 852. PAVING MATERIALS
- 853. UTILITIES MATERIALS
- 854. ACCESSIBILITY MATERIALS
- 855. SLOPE MATERIALS
- 856. EROSION CONTROL MATERIALS
- 857. IRRIGATION MATERIALS
- 858



NO.	DATE	DESCRIPTION
1	10/15/10	ISSUED FOR PERMITS
2	11/15/10	ISSUED FOR CONSTRUCTION
3	01/15/11	ISSUED FOR PERMITS
4	02/15/11	ISSUED FOR CONSTRUCTION
5	03/15/11	ISSUED FOR PERMITS
6	04/15/11	ISSUED FOR CONSTRUCTION
7	05/15/11	ISSUED FOR PERMITS
8	06/15/11	ISSUED FOR CONSTRUCTION
9	07/15/11	ISSUED FOR PERMITS
10	08/15/11	ISSUED FOR CONSTRUCTION
11	09/15/11	ISSUED FOR PERMITS
12	10/15/11	ISSUED FOR CONSTRUCTION
13	11/15/11	ISSUED FOR PERMITS
14	12/15/11	ISSUED FOR CONSTRUCTION
15	01/15/12	ISSUED FOR PERMITS
16	02/15/12	ISSUED FOR CONSTRUCTION
17	03/15/12	ISSUED FOR PERMITS
18	04/15/12	ISSUED FOR CONSTRUCTION
19	05/15/12	ISSUED FOR PERMITS
20	06/15/12	ISSUED FOR CONSTRUCTION
21	07/15/12	ISSUED FOR PERMITS
22	08/15/12	ISSUED FOR CONSTRUCTION
23	09/15/12	ISSUED FOR PERMITS
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26	12/15/12	ISSUED FOR CONSTRUCTION
27	01/15/13	ISSUED FOR PERMITS
28	02/15/13	ISSUED FOR CONSTRUCTION
29	03/15/13	ISSUED FOR PERMITS
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39	01/15/14	ISSUED FOR PERMITS
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42	04/15/14	ISSUED FOR CONSTRUCTION
43	05/15/14	ISSUED FOR PERMITS
44	06/15/14	ISSUED FOR CONSTRUCTION
45	07/15/14	ISSUED FOR PERMITS
46	08/15/14	ISSUED FOR CONSTRUCTION
47	09/15/14	ISSUED FOR PERMITS
48	10/15/14	ISSUED FOR CONSTRUCTION
49	11/15/14	ISSUED FOR PERMITS
50	12/15/14	ISSUED FOR CONSTRUCTION



FLOOR PLAN -
BUILDING A

DATE	2/15/11
SCALE	AS SHOWN
PROJECT NO.	10000
PROJECT NAME	RUBEN CASTRO HUMAN SERVICES CENTER
CLIENT	CITY OF MIDWAY PARK
ARCHITECT	HMC ARCHITECTS
PROJECT LOCATION	612 SPRING ROAD, MIDWAY PARK, GA 30071
PROJECT NUMBER	A2.1
DATE PLOTTED	2/15/11

FLOOR PLAN KEY NOTE

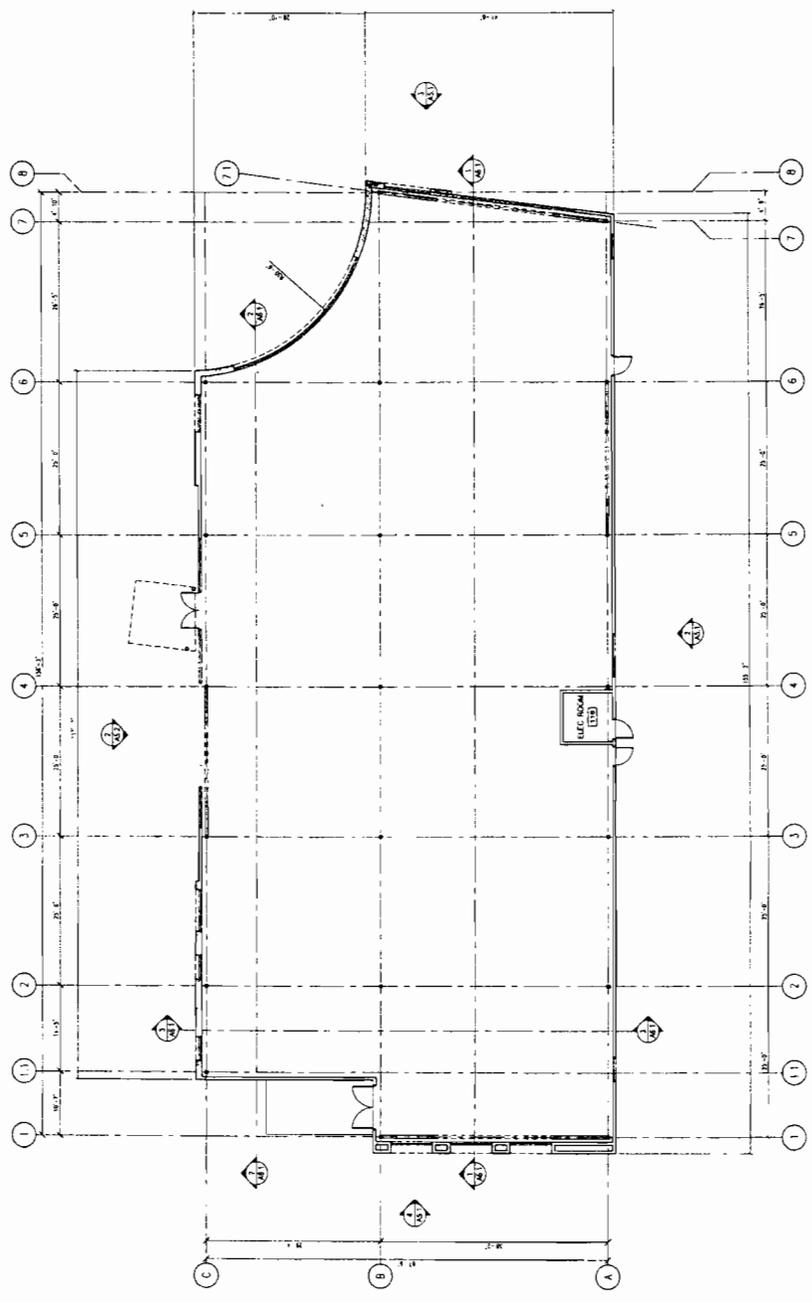
- 1. SEE BIDDING DOCUMENTS FOR ALL NOTES.
- 2. SEE BIDDING DOCUMENTS FOR ALL NOTES.

GENERAL NOTE

- 1. SEE BIDDING DOCUMENTS FOR ALL NOTES.
- 2. SEE BIDDING DOCUMENTS FOR ALL NOTES.

SYMBOLS

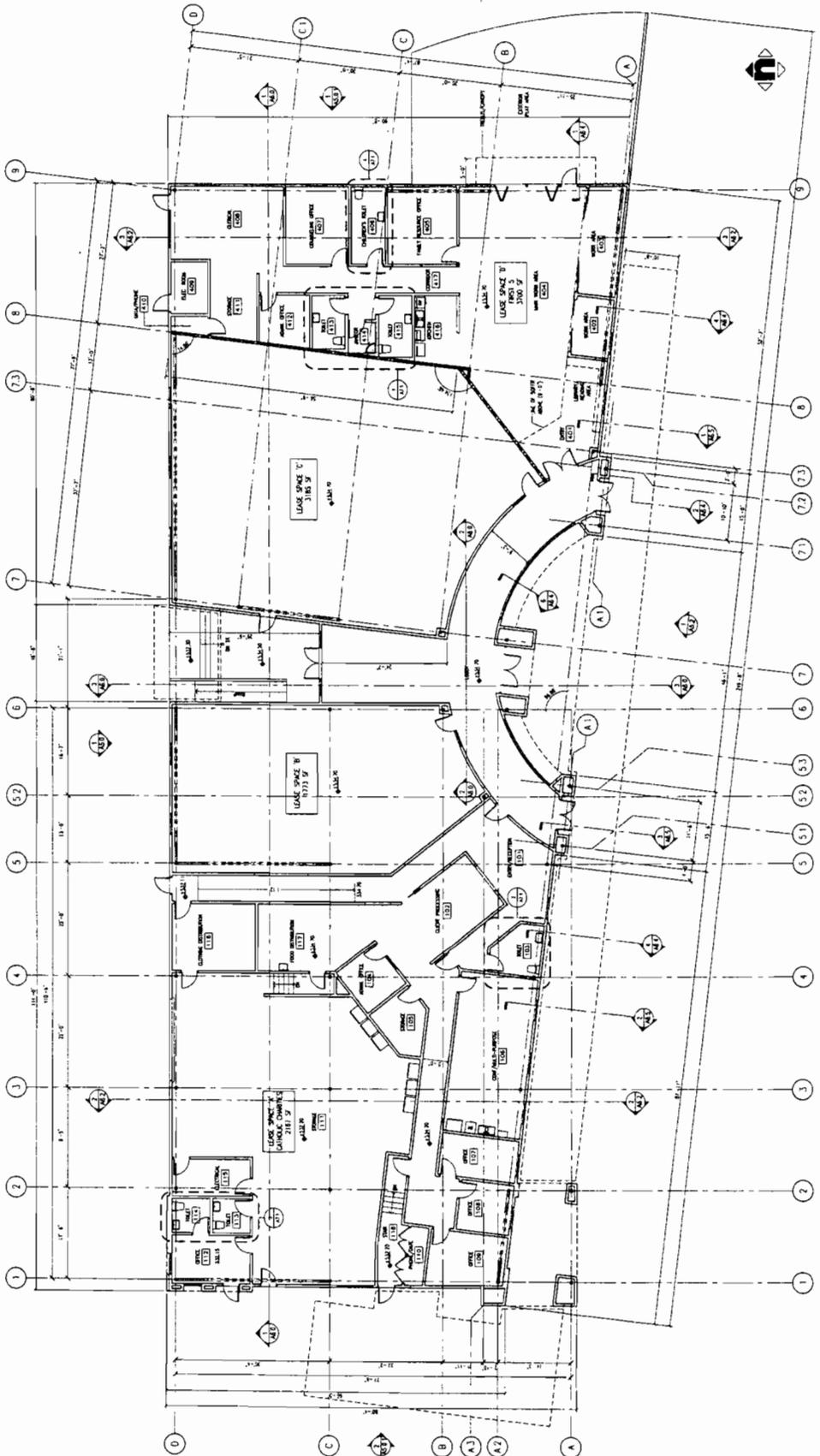
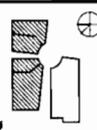
- 1. SEE BIDDING DOCUMENTS FOR ALL NOTES.
- 2. SEE BIDDING DOCUMENTS FOR ALL NOTES.



BUILDING A - FLOOR PLAN
1



Project Name	RUBEN CASTRO HUMAN SERVICES CENTER
Project No.	00000000
Sheet No.	A2.2
Scale	AS SHOWN
Date	08/11/11
Author	DAVID J. SMITH
Checker	DAVID J. SMITH
Engineer	DAVID J. SMITH



000121

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF MOORPARK
_____ FOR _____

This Agreement is made and entered into in the City of Moorpark on this _____ day of _____, _____, by and between the City of Moorpark ("City"), a public body, corporate and politic, and _____, a California corporation providing consulting services ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. Term

This agreement shall commence on _____ and shall remain and continue in effect until the tasks described herein, and on any amendments hereto, are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. Services

City hereby retains Consultant in a contractual capacity to perform hazardous materials survey as set forth in Exhibit A, Proposal, attached hereto and incorporated herein. If the Proposal is modified by this Agreement, or in the event there is a conflict between the provisions of the Proposal and this Agreement, the language contained in this Agreement shall take precedence.

3. Performance

Consultant shall at all times faithfully, competently and to the best of his/her 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 to meet its obligations under this Agreement.

4. Responsible Individuals

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between Consultant and City shall be _____, or designee.

The City Manager, or his designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant. The Executive Director is authorized to act on City's behalf to execute all necessary documents which increase the scope of services or change Consultant's compensation, subject to Section 5 hereof.

5. Payment

a) For providing services as specified in this Agreement, City shall pay and Consultant shall receive as full compensation a total sum based on fees as shown in Proposal, in no event shall total compensation for the herein described work exceed that described in the proposal without prior written authorization from City.

b) In the event that additional work is required of Consultant, beyond the Scope of Work for this Agreement, Consultant may be authorized to undertake and complete such additional work only if such authorization is provided in writing, identifying the exact nature of the additional work required and a "not-to-exceed" fee to be paid by City for such work.

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

6. Incorporation by Reference

All exhibits herein referenced are hereby incorporated into and made a part of the Agreement.

7. Suspension or Termination of Agreement without Cause

a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement 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, the City shall pay to Consultant the actual value of the work performed up to the time of the termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

8. Default of Consultant

a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that 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 of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b) If the City Manager or his/her designee determines that the Consultant is in default in the performance of any terms or conditions of this Agreement, the City Manager shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the 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.

9. Indemnification for Professional Liability

When the law establishes a professional standard of care for Consultant's services, to the full extent permitted by law, Consultant agrees to indemnify, protect, defend, and hold harmless the City of Moorpark, and any and all of its officials, employees, and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants in the performance of professional services under this agreement.

10. 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 officials, employees 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, or 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, subconsultants, or contractors and subcontractors of Consultant.

11. 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, contractor, subcontractor, 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.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in Section 9 and 10 of this Agreement.

12. 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.

13. Independent Consultant

a) Consultant is and shall at all times remain as to the 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 the 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.

14. 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 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) 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:

City: City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: City Manager

Consultant:

15. Assignment

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

16. Entire Agreement

This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral Agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral Agreement, understanding, or representation be binding on the parties hereto. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be

prepared. No waiver of any provision of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provisions. No waiver shall be binding, unless executed in writing by the party making the waiver.

17. Anti-Discrimination

In the performance of the terms of this Agreement, Consultant agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, creed, sex, sexual orientation, national origin, ancestry, religion, physical disability, medical disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.

18. General Conditions

a) Consultant agrees not to work for any private firm located within the City limits or its Area of Interest, or for any public agency where its jurisdiction includes all or part of the City without the prior written consent of the City, during the term of this Agreement. Furthermore, Consultant agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated City employees.

b) City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Consultant performing services hereunder for City.

c) At the time of 1) termination of this Agreement or 2) conclusion of all work, all original reports, documents, calculations, diskettes, computer files, notes, and other related materials whether prepared by Consultant or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software.

d) Nothing contained in this Agreement shall be deemed, construed or represented by City or Consultant or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between City and Consultant.

e) In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled

to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f) Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing on the arbitration and on the arbitrator selected, with costs proportional to the judgment of the arbitrator.

g) The captions and headings of the various Sections and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Sections and Exhibits hereof.

h) If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never-the-less continue in full force without being impaired or invalidated in any way.

i) No officer, employee, director or agent of the City shall participate in any decision relating to this Agreement which affects the individual personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

19. Governing Law

The 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.

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

20. Authority to Execute this Agreement

The person or persons executing this Agreement on behalf of Consultant warrants and represents that this individual has the authority to execute this Agreement on behalf of the 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.

**REDEVELOPMENT AGENCY OF THE
CITY OF MOORPARK:**

CONSULTANT:

Steven Kueny
City Manager

ATTEST:

Deborah S. Traffenstedt, City Clerk

Exhibit "A": Proposal for Professional Services
Exhibit "B": Insurance Requirements

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 AGENCY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to AGENCY.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form 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 and \$2,000,000 in the aggregate.

Business Auto Coverage on ISO Business Auto Coverage form 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 employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed 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.

Worker's 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.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of 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 City, its officials, employees, servants, agents, and independent consultants ("Agency indemnities"), using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors 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 contractors and subcontractor's 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 any contractor 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 option.

8. Certificates 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 subconsultant, is intended to apply first and on a primary, non-contributing 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 retention or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, 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 that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible of 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 increased 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 the City to inform Consultant of non-compliance with any insurance requirement 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 is 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.
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 give coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party of 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 the 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.