

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Mary K. Lindley, Parks, Recreation, & Community Services Director 

BY: Jennifer Mellon, Senior Management Analyst 

DATE: September 4, 2007 (Meeting of September 19, 2007)

SUBJECT: Consider Approval of Arts Commission Recommendation to Proceed with Community Works Design Group for the Design of the Moorpark Veteran's Memorial Project

BACKGROUND

With the adoption of the FY 2006/07 budget, the City Council allocated \$400,000 for the design and construction of the Veteran's Memorial. The funds were carried over to the FY 2007/08 budget.

On April 18, 2007, Council approved execution of agreements with Community Works Design Group (CWDG) and Campbell and Campbell (C&C) for the preparation of conceptual design proposals for the Veteran's Memorial Project. The two consultants were selected as semi-finalists and were awarded \$1,000 to prepare draft conceptual designs and to make presentations to the City's Arts Commission. Both consultants are landscape architect firms with experience designing public memorials.

DISCUSSION

A special meeting of the Arts Commission was held on July 17, 2007, at which time each consultant independently presented their conceptual design as well as discussed their approach to the project and philosophy on how they would make the project a unique Moorpark Memorial. Each consultant was asked a set of questions to answer during their presentations regarding related experience, the public input process, project timelines, and ability to work within the project budget. Under separate cover, the Council has been provided with the presentation packets presented by the consultants containing their draft conceptual plans.

The Arts Commission was charged with recommending selection of the consultant whom they felt would be the best fit for the Veteran's Memorial Project. Commissioners were specifically instructed not to focus solely on the design, but rather to evaluate

relevant work experience, philosophy, and unique vision of the elements contained in the conceptual designs. The Commissioners were also requested to factor in each consultants consistency with the parameters provided by the City. The Commissioners were informed they would be given an opportunity to recommend design changes, along with the Council, staff and the public, once the project finalist was approved. After discussing the presentations and sharing their individual views and comments, the Arts Commission voted 3-2 in favor of recommending Community Works Design Group (CWDG) as the finalist for the design of the Veteran's Memorial Project. Attachment A is the conceptual plan submitted by CWDG. Please keep in mind that the conceptual design will undergo changes as it proceeds through the public input phase.

CWDG, has designed three park projects for the City: Arroyo Vista Community Park (AVCP) Phase I, AVCP Phase II, and Poindexter Park. Staff's working relationship with CWDG is a positive one. CWDG submitted a proposal for Veteran's Memorial design services at a cost not to exceed \$53,450. The scope of work includes: public input process in the form of a workshop; development of a conceptual plan; identification of plant and hardscape materials; construction design and specifications; assistance with the bid process and proposal review; and construction management assistance (Attachment B).

Pending the Council's approval, staff plans to set a special meeting of the Arts Commission to solicit design input. Staff's intent is to heavily publicize the meeting, inviting local veterans as well as the general public. The Commission meeting will be set in an informal setting to better facilitate discussion and input. Based on the recommendation of the Commission and input from the public and staff, the architect will be asked to revise the conceptual design for a final presentation to the Arts Commission. The Commission's final conceptual design recommendation will then be presented to the City Council for consideration.

STAFF RECOMMENDATION

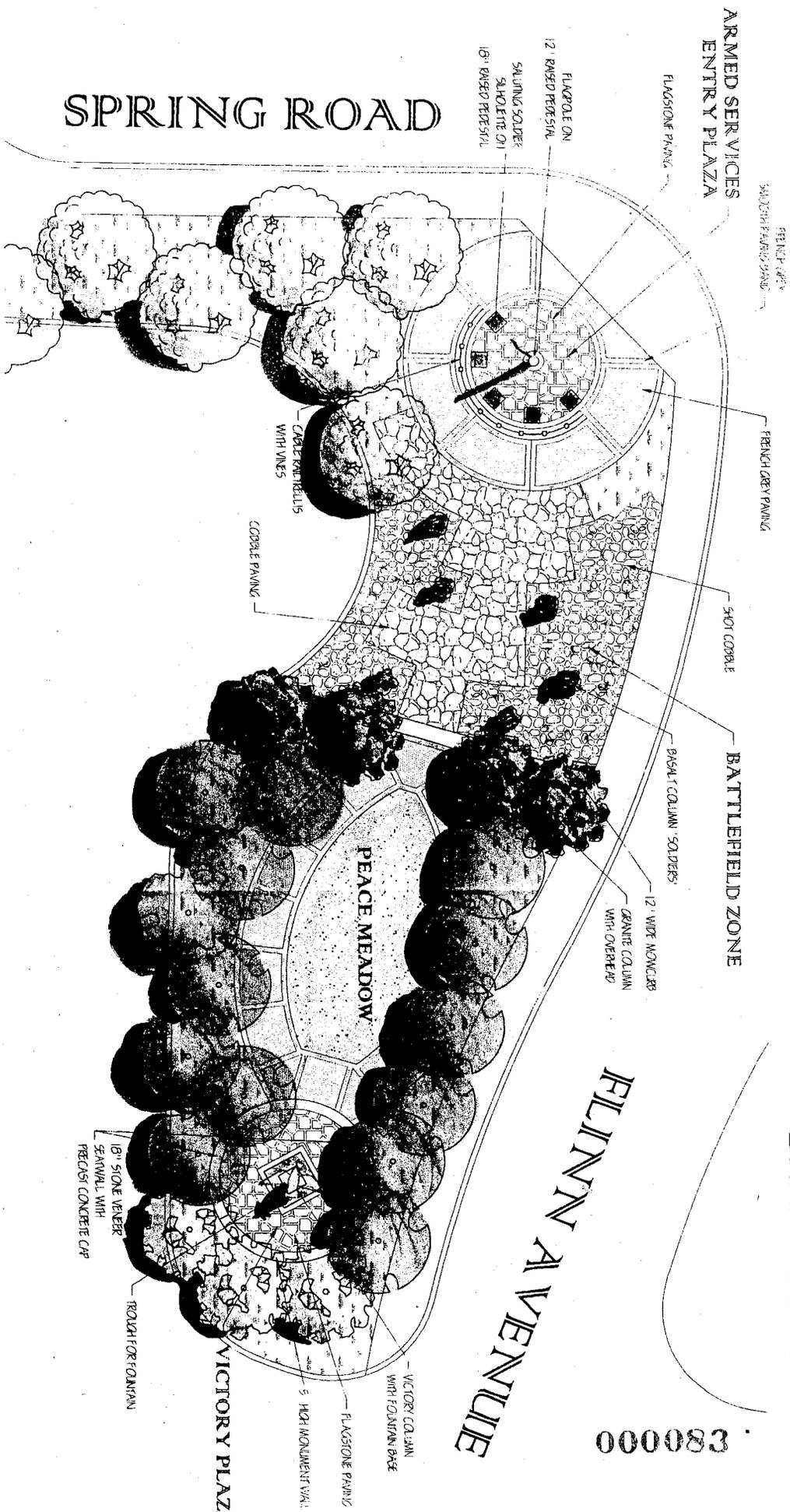
Award an agreement to Community Works Design Group for the design of the Veteran's Memorial Project subject to final language approval by City Manager and City Attorney, authorize the City Manager to execute an agreement at a cost not to exceed \$53,450.

Attachment A – Draft Conceptual Plan
Attachment B – CWDG Design Proposal
Attachment C – Draft Agreement

POLICE FACILITY

ATTACHMENT A
DRAFT CONCEPTUAL

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PRELIMINARY MASTER PLAN
VETERAN'S MEMORIAL

ATTACHMENT B

SCOPE OF SERVICES
ARCHITECT'S PROPOSAL

SCOPE OF WORK

Services provided by the CWDG design team for the project will reflect City and community expectations.

We will review the existing site conditions and other information with the City staff and the Veterans Committee prior to beginning our work. It will be our policy to stay in close communication with the City and encourage participation. We feel that much information is to be gained by this interaction and that many problems can be eliminated by doing so.

PHASE I - PREPARATION OF WORK PLAN/MATERIAL COLLECTION/CONCEPTUAL PLANNING:

1. We will conduct a pre-design conference meeting with the City's Project Team and various groups and committees as requested by the City to discuss project objectives, project schedule, parameters and budget factors.
2. We will conduct a thorough physical inspection of the project site and collect all data regarding existing improvements, facilities, and utilities. We will coordinate a topographic map and geologic soils test of the project site.
3. At the City's request we will hold a minimum of two publicized public design workshops to solicit input regarding the design of the memorial. We will review the existing conditions and review the concept prepared as a starting point. We will solicit input regarding the design and review suggestions and recommendations for additions, deletions and modifications. Included in the design development will be design and placement of the entry features, plant materials, hardscape features, lighting, water features, etc.
4. After the public input, the design will be refined and presented to the City staff, Committees, Council and community for final approval. The design will be high quality and within budget based on the approved concept, which utilizes a combination of durable materials, design, drought and frost tolerant plant material and hardscape requiring minimal water and low maintenance.
5. We will prepare a preliminary construction cost estimate for review and any cost estimates for alternatives the City may wish to pursue.
6. Upon staff and community approval of the conceptual design and with all base and site information compiled, we will prepare base maps at the required scale with reductions provided.

PHASE II AND PHASE III - DESIGN AND FINAL DESIGN:

1. There will be two phases of the Construction Document Phase. The first phase will include the Design Development, in which we will bring the drawings to approximately 50% completion. Plans at this stage will outline all hardscape elements, layout irrigation heads, lighting and indicate major planting concepts. These plans will be turned over to the City of Moorpark for review in order to determine any final adjustments prior to working out details and beginning specifications. Once approved, our office will continue on the Construction Documents until 100% complete, where they will be turned over to the City as required for final reviews.
 - a. **CONSTRUCTION DRAWINGS:** Construction Drawings will include the construction layout plan including hardscape treatments, decorative walls, sculpture

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- pieces, art work, fine grading plans and miscellaneous construction items/details, (will locate by dimensioning all project elements as approved in the Master Plan).
- b. IRRIGATION PLANS: We will prepare complete irrigation plans. Meter, main line lateral lines and all other elements of the system will be designed to carry optimum amounts of water to irrigate the sites. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation and efficiency will be our primary concerns.
 - c. ELECTRICAL PLANS: Donn C. Gilmore & Associates will prepare complete Electrical Plans with all necessary details for the lighting of the memorial and to provide pump power and controls (if required).
 - d. PLANTING PLANS: Complete Planting Plans with all necessary details will be provided. Plant suitability, maintainability, drought and frost resistance and consistency with the existing theme will be primary concerns.
 - e. SPECIFICATIONS: Specifications detailing materials and workmanship for all of the above items will be provided in the required format.
 - f. COST ESTIMATES: Final estimates of probable costs will be prepared for review.
 - g. DOCUMENT PROCESSING: We will submit the documents for City approvals. We will review documents and make all necessary corrections.
 - h. APPROVALS: We will submit plans to the City for routing and approval by all concerned departments in the required format.
2. We will ensure that all plans and specifications are in compliance with all applicable local requirements and guidelines.

PHASE IV - BID ASSISTANCE:

1. We will apply for and obtain all required approvals for the project.
2. CWDG will be available to assist bidders during the bidding process as required and will attend the pre-construction meeting. We will provide bid phase services to include answering questions from prospective bidders, preparation of addenda, pre-bid conference, participation in bid opening, bid analysis to determine lowest responsible bidder and pre-construction meeting.

PHASE V - CONSTRUCTION ASSISTANCE:

1. CONTRACT ADMINISTRATION: Community Works Design Group will attend the pre-bid meeting and respond to bid questions. CWDG will review submittals, prepare design details for field changes, review shop drawings, material samples, and change orders as well as provide regular consultation to assist in the resolution of field problems.
2. FIELD OBSERVATION: CWDG will provide field observation services with our staff and our consultants as requested. Site visits shall be performed at the current hourly rates listed in Attachment 1. We understand that the City will provide regular construction inspections. We have included six site visits in our proposal.

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PROJECT TIMING

CWDG will proceed with the project immediately upon receiving approval from the City. The project will be a primary concern during its course and will be a high priority. We will be able to devote proper attention to your project. We are large enough to complete the project on schedule, yet small enough that it will not become lost in the shuffle. CWDG will be available to the City during all phases of the contract, from design through construction.

We have outlined our proposed schedule for completion of the project below:

TASK I:	Initial Review/Mapping/Conceptual Planning	8 weeks
TASK II & III:	Construction Documents	6 weeks
TASK IV:	Bidding	6 weeks
TASK V:	Construction	12 weeks

Our reputation is built on our timely completion of contractual obligations and our ability to meet our clients' needs. We take this very seriously and work to maintain promised schedules and obligations.

FEE PROPOSAL

The following is our proposed fee to provide all work mentioned in the Scope of Work outline for the Veteran's Memorial Project.

<u>Consultant Services</u>		<u>Fee</u>
TASK I	Mapping, Geotechnical Services and Conceptual Planning	\$ 19,790.00
TASK II	Design Development	\$ 11,225.00
TASK III	Construction Documents	\$ 13,455.00
TASK IV	Bidding Assistance	\$ 2,130.00
TASK V	Construction Assistance	\$ 3,350.00
	Reimbursables ALLOW	\$ <u>3,500.00</u>
		\$ 53,450.00

- A. Provisions of Attachment 1 are an integral part of this proposal as if herein written in full.
- B. This proposal expires after 90 days if an agreement for professional services is not fully executed.

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ATTACHMENT - 1

NORMAL HOURLY RATES

Principal Landscape Architect's time at the fixed rate of:	\$115.00 per Hour
Landscape Architect's time at the fixed rate of:	\$ 95.00 per Hour
Designer's time at the fixed rate of:	\$ 75.00 per Hour
Professional Staff's time at the fixed rate of:	\$ 55.00 per Hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items, such as the cost of plotting, graphic reproduction and shipping, at our direct cost plus 15%. Auto travel shall be charged at 45 cents per mile. We have included an estimate of reimbursables in our fee proposal.

TERMS AND CONDITIONS OF PAYMENT

We will bill in proportion to the percentage of work complete at the time of billing.

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ATTACHMENT C

DRAFT AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2007 by and between the CITY of Moorpark, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and Community Works Design Group, herein referred to as "Architect".

WITNESSETH

Whereas, City requires certain services to be performed for the preparation of design plans specifications for the construction of the Moorpark Veteran's Memorial Project; and

Whereas, Community Works Design Group is experienced in providing such services and has submitted a Proposal relating thereto; and

Whereas, City wishes to retain Community Works Design Group for the performance of those services set forth in said Scope of Services set forth below.

NOW, THEREFORE, in consideration of the mutual conveys, benefits and premises herein stated, the parties hereto agree as follows:

CITY does hereby appoint Community Works Design Group in a contractual capacity to perform certain technical services as set forth herein.

I. Scope of Work

The services to be rendered by Architect shall include the design and plan specifications for park improvements outlined in the Architect's Proposal, that serves as the Scope of Service (Exhibit 'A'), attached hereto and made a part of this Agreement.

II. Compensation

The cost for service supplied pursuant to this Agreement shall be compensated at a cost not to exceed \$53,450.00 (Fifty Three Thousand Four Hundred Fifty Dollars). Services shall be billed by the Architect to the City for work completed. The Architect shall not be paid any additional compensation for services unless approved by the City in writing.

III. Termination

This agreement may be terminated with or without cause by City at any time with no less than 5 days written notice of such termination. In the event of such termination, Architect shall be compensated for such services up to the date of termination. Such compensation for work in progress shall be prorated as to the

percentage of progress completed at the date of termination.

This agreement may be terminated by Architect only by providing City with written notice no less than 30 days in advance of such termination.

IV. General Conditions

- A. 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 Architect performing services hereunder for City.
- B. Architect is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its officers, employees, servants or agents shall have control over the conduct of Architect or any of Architect's employees or agents, except as herein set forth.

Architect shall not at any time or in any manner represent that it or any of its officers, employees, servants or agents are in any manner employees of the City.

- C. At the time of 1) termination of this agreement or 2) conclusion of all work; all original documents, reports, calculations, diskettes, computer files, notes, and other related materials whether prepared by Architect or their subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this agreement shall become the sole property of the City.
- D. Architect shall hold harmless, indemnify and defend the City and its officers, employees, servants and agents serving as independent contractors from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from misconduct, negligent acts, errors or omissions of Architect or any of its officers, employees or agents in the performance of this agreement, except such damage as is caused by the sole negligence of the City or any of its officers, employees, servants or agents.

City does not, and shall not, waive any rights that it may possess against Contractor by reason of paragraph F, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this agreement. This hold harmless and indemnification provision shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense, described in Paragraph F hereof.

- E. Title to the Work shall pass to the City upon final acceptance. The Architect hereby assigns the right to collect any royalty payment provided by Civil Code section 986(a) to the City and to the City's assigns.

Except as expressly provided below, the City shall not intentionally damage, alter, modify, or change the Work without the prior written consent of the Architect.

The Architect acknowledges and agrees that the City retains the right to relocate or remove the Work from public display for any reason, at the sole discretion of the City. Reasons for removing the Work from public display shall include, but not be limited to: hazards to public health, safety or welfare; unsightly or deteriorated conditions of the Work; or the need to access, repair and maintain public facilities.

Except as provided above, the Architect expressly waives, for himself and his successors in interest, to the greatest extent allowed by law, any rights he or she may have under California Civil Code sections 986, 987, 988 and 989 or any subsequent provisions or amendments thereof.

- F. Copyright in the Work and related design, drawings, sketches, and models will be owned by the Architect until acceptance of the Architect's Work by the City pursuant to Section 1-6 hereof. Notwithstanding the foregoing, the Architect agrees not to make use of such copyright in the Work for any purpose other than the performance by the Architect of the Architect's obligations under this Agreement, without the written consent of the City. Upon acceptance of the Work pursuant to Section IV-G hereof, copyright in the Work will be owned jointly by the City and the Architect and no further use of the copyright will be made by the Architect or the City without the written consent of the other, which consent will not be unreasonably withheld.

The Architect certifies that the Work is a unique work especially designed for the City, and shall not duplicate or reproduce the Work nor shall the Architect permit others to do so except with the written permission of the City.

- G. The City has the right to reproduce and distribute in printed form or electronic form and on commercial documents and or brochures or any other literature of the City describing or dealing with its real estate holdings, photographs, realistic renderings, videotapes, or films of the Work. Such reproductions and use of the images of the Work for promotional purposes shall not constitute a breach of copyright and no royalty shall be due and payable by the City to the Architect for such use.

All reproductions of the Work by the City shall contain a credit to the Architect. The Architect shall use his best effort to give a credit in any public showing under the Architect's control of illustrations of the Work as follows: "An original work owned and commissioned by the City of Moorpark, California."

- H. Architect shall maintain prior to the beginning of and for the duration of the

Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

- I. Architect shall provide workers' compensation insurance as required by the California Labor Code. If any class of employees engaged by Architect in work under this agreement is not protected by the workers' compensation law, Architect shall provide adequate insurance for the protection of such employees to the satisfaction of the City.
- J. Architect shall not assign this agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Architect is uniquely qualified to perform the services provided for in this agreement.
- K. The Proposal submitted by Architect (Exhibit "A") is hereby incorporated into this agreement. Where said exhibits are modified by the agreement, the language contained in the agreement shall take precedence.
- L. Payment to Architect shall be made by City within thirty-five (35) days of receipt of invoice, except for those which are contested or questioned and returned by City, with written explanation within 30 days of receipt of invoice. Architect shall provide to City a written response to any invoice contested or questioned and further, upon request of City, provide City with any and all documents related to any invoice.
- M. Any notice to be given pursuant to this agreement shall be in writing, and all such notices and any other documents to be delivered shall be delivered by personal service or by deposit in the United States mail and addressed to the party for whom intended as follows:

To: City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: Steven Kueny, City Manager

To: Community Works Design Group
4649 Brockton Avenue
Riverside, CA 92506
Attn: Tim Maloney

Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

- N. Nothing contained in this agreement shall be deemed, construed or

represented by the City or Architect 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 the City and Architect.

- O. This agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.
- P. 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.
- Q. 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 provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
- R. 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.
- S. Cases involving a dispute between the City and Architect may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.
- T. This agreement is made, entered into, 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.
- U. The captions and headings of the various Articles and Paragraphs of this agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.

V. RESPONSIBLE INDIVIDUAL

The individual directly responsible for Architect's overall performance of the contract provisions herein above set forth and to serve as principal liaison between City and Architect shall be Timothy Maloney.

Upon mutual written agreement of the parties, other individuals may be substituted in the above capacity.

VI. IMPLEMENTATION

The City shall provide Architect with written notice in advance of the date at which these services are to be implemented if different than the date of the agreement.

City of Moorpark:

Community Works Design Group:

Steven Kueny, City Manager

Tim Maloney

ATTEST:

Deborah S. Traffenstedt, City Clerk

EXHIBIT B

INSURANCE REQUIREMENTS – ARCHITECT AGREEMENTS

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

Architect shall provide the following types and amounts of insurance:

Commercial General Liability Insurance. Using Insurance Services Office (ISO) "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.

Business Auto Coverage. Using 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 \$300,000 per accident. If Architect owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Architect or Architect's employees will use personal autos in any way on this project, Architect shall provide evidence of personal auto liability for each such person.

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

Excess or Umbrella Liability Insurance. (Over Primary) If used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum of \$1,000,000 self-insured retention for liability not covered by primary but covered by 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 the City for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval by the 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. Required as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error or omissions of the Architect and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by 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 of VII.

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

1. Architect agrees to have its insurer endorse the third party general liability coverage required herein to include as additionally insured the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Architect also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Architect, or Architect's employees, or agents, from waiving the right to subrogation prior to a loss. Architect agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Architect 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 operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved 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 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. Architect shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the 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 Architect'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, the 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 the City shall be charged to and promptly paid by Architect or deducted from sums due Architect, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation of coverage. Architect 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 Architect or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Architect agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Architect, provide the same minimum insurance required of Architect. Architect 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. Architect agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.

11. Architect 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 contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Architect'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 Architect, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Architect 90 days advance written notice of such change. If such change results in substantial additional cost to the Architect, the City will negotiate additional compensation proportional to the increased benefit to the 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. Architect acknowledges and agrees that any actual or alleged failure on the part of the City to inform Architect of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Architect will renew the required coverage annually as long as the 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 the City executes a written statement to that effect.
16. Architect 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. As coverage binder or letter from Architect's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications is applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Architect under this Agreement. Architect expressly

agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Architect agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Architect 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 the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Architect agrees to provide immediate notice to City of any claim or loss against Architect arising out of the work performed under this Agreement. The 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 the City.