



THE CITY OF
NOVATO
CALIFORNIA

**Hill Recreation Area/Margaret Todd Senior Center
Master Plan and Design**

CIP 01-005

REQUEST FOR PROPOSALS

Available at no charge on the City of Novato Website

**<http://www.novato.org>
Public Works Engineering
(415) 899-8994**

**Submit proposals to Michael Hanlon
922 Machin Avenue, Novato CA 94945
on or before
5:00 p.m., November 18, 2014**

PREPARED BY THE CITY OF NOVATO

**COMMUNITY SERVICES DEPARTMENT
PAM SHINAULT, DIRECTOR**

**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
CAPITAL IMPROVEMENT PROGRAMS SECTION
UNDER THE DIRECTION OF**

**Russ Thompson, City Engineer
RCE # 43069**

The City of Novato

A Healthy Eating, Active Living Community





October 21, 2014

THE CITY OF
NOVATO
CALIFORNIA

922 Machin Avenue
Novato, CA 9945
415/899-8900
FAX 415/899-8213
www.novato.org

Mayor
Eric Lucan
Mayor Pro Tem
Jeanne
MacLeamy
Councilmembers
Denise Athas
Pat Eklund
Madeline Kellner
City Manager
Michael S. Frank

Re: Request for Proposals for Planning and Design Services for Hill Recreation Area/Margaret Todd Senior Center Master Plan and Design Project, Capital Improvement Program Project 01-005, for the City of Novato

To whom it may concern,

The City of Novato (City) is seeking a firm to provide professional planning and design services in the development of a Parks and Recreation Area Master Plan and then detailed plans and specifications for the Hill Recreation Area/Margaret Todd Senior Center Capital Improvement Project 01-005. Proposals shall be submitted by 5:00 pm on November 18, 2014.

Goals and Principles of the Hill Recreation Area/Margaret Todd Senior Center Parks and Recreation Master Plan:

- Provide a variety of recreation amenities and program opportunities at the site that meet the changing recreational needs and desires of the City
- Develop an excellent park and recreation system that demonstrates our commitment to offering a high quality of life for our residents
- Create a great park and recreation area that improves the physical form and image of the City
- Engage citizens, current site users, and neighbors to help shape the needs and amenities of a key valued Novato park and recreation site
- Create an undated, inviting public recreation site that meets many needs, supports youth sports activities, and provides both active and passive recreation opportunities that all of the community can access and enjoy

Purpose:

The purpose of this Request for Proposals (RFP) is to provide information to prospective design professionals detailing the services and deliverables desired by the City, a basic description of the project, proposal content, and the City's expectation relative to the design professional's qualifications.

The objective of the site planning study and master plan development is to analyze site options for:

1. Retaining and improving existing athletic field conditions and uses;
2. Coordinating the uses of both the indoor and outdoor recreation facilities on site;
3. Increasing parking opportunities, while improving traffic circulation on the site.

4. Providing a wide variety of park and recreation amenities that support the City's commitment to creating spaces that support healthy, active living and community connection.

SECTION 1 - SCOPE OF SERVICES

A. Synthetic Turf Feasibility Study:

Complete a site analysis of four candidate sites to identify opportunities and constraints for the installation of synthetic turf field(s): Hill Recreation Area, Indian Valley Campus ball fields, Hamilton Skate Park field, and Lynwood Hill.

Prepare a Feasibility Study Final Report that includes the following:

- Benefits and constraints of synthetic turf (including health/injury analysis)
- Various types of synthetic turf
- Assess need/demand for synthetic turf fields
- Area compatibility with neighborhood
- Site development costs
- Maintenance costs
- Ongoing operating costs
- Lighting
- Cost/benefit analysis

B. Hill Recreation Area/Margaret Todd Senior Center Master Planning and Design (upon completion of Feasibility Study):

Prepare a master plan that meets the stated needs and purpose, and at a minimum, includes the following:

- Survey, investigate and document existing conditions
- Review existing programs and use and make recommendations to address recreation needs
- Analysis of key trends, demographic changes, and future park and recreation needs
- Neighborhood compatibility/support
- Existing/new site parking and restroom facilities
- Synthetic turf for sports play – including potential injury and health analysis (provided Hill Recreation Area is the recommended site for synthetic turf)
- Lighting – anticipated increases in use with night time activities
- Energy efficiencies and water saving opportunities
- Tournament bocce ball facility to meet the needs of the Senior Center and broader community
- Walking path to invite active use

- Park amenities desired by the community, which may include, children’s play areas, group barbeque area, small restroom, walking/bike path, outdoor fitness facility (for use by youth, seniors and disabled), and/or water play feature
- ADA compliance
- Public Art recommendations
- Written report that includes existing conditions and recommendations for development and cost benefit analysis
- Ongoing Operations and Maintenance cost analysis
- Construction ready design documents to use for bidding purposes
- Construction administration

The services are more specifically described as follows:

Task 1 – Research Available Drawings and Documents and Conduct Initial Project Planning Meetings with City Project Team Members

Existing topography and improvement plans from previous related projects shall be obtained and reviewed. In concert with City Project Engineer, secure historical information, design ideas and project scheduling details.

Conduct initial project planning meeting with City team members. This meeting will be held to clarify City requirements as well as an opportunity for Consultant to outline how the project will proceed. The City team members may consist of Parks, Recreation and Community Services, Engineering, Planning and Maintenance. Consultant shall make informal presentations to staff to highlight design elements, concepts and recommended improvements.

Task 2 – Develop Conceptual Drawings

Consultant shall prepare Concept Plans with two (2) alternatives which shall include estimated construction and overall costs for each option. These plans will be reviewed by the Community Development, Parks, Recreation and Community Services Departments, and the Public Works Department before approval. The Consultant shall revise and modify the preliminary drawings after comment and feedback are received. Feedback may come from several sources including, but not limited to, City Council, Design Review Committee, Recreation, Cultural and Community Services Commission, and City staff, as well as community groups representing a number of special interests.

The City of Novato is a Healthy Eating Active Living city participating in the HEAL Cities Campaign, and is a Let’s Move city, and therefore, has publicly acknowledged our commitment to supporting the health of our residents. Creating a Master Plan and design that encourages and supports active living is a project priority, which could include active areas for individual activities, as well as group activities for all ages, and abilities. ADA access and ease of access and safety to encourage use by seniors, youth and the disabled, in particular is desired.

Task 3 – Design Development and Environmental Impacts

Upon approval of the concept plan, the consultant shall prepare and complete an Environmental Document to satisfy CEQA requirements for implementation of the preferred alternative.

The approved Concept Plan shall be developed into a final plan suitable for environmental review, complete with cost estimates.

The Consultant shall host up to four (4) neighborhood/community meetings to solicit input, ideas, and support, and will make presentations to the Design Review Commission (as appropriate), Recreation, Cultural and Community Services Commission, Planning Commission (as appropriate), and City Council. The presentations shall take into consideration public participation and shall provide clear delineation such that the general public may understand. High quality public presentation skill is expected of the consultant. A written report summarizing the public workshops is required.

Task 4 – Plans and Specifications

The Consultant shall develop plans and specifications for bid. Submit plans and specifications for City Engineering and Building Plan Check. A meeting at the 30 percent, 60 percent and 90 percent completion of the construction drawings shall be held for City staff input. The construction documents shall consist, at a minimum, of the following:

1. Demolition Plan, including removal and disposal of old structures and equipment, parking areas etc.
2. Horizontal Control Plan
3. Grading and Drainage Plan
 - a. Detailed Vertical Control Plan showing topographic information such as elevations, finish grades and drainage.
4. Access Plan that identifies connections for mobility to site by foot, bike, transit and supports disabled access to site. Park circulation plan that provides for active recreation by bike or on foot is desired.
4. Synthetic turf facilities, bocce ball tournament facility, parking and other park features
5. Surface Preparation and Equipment Installation Plan - including park amenities, play structures, park areas, signage, etc.
6. Landscape and Irrigation Plan that maximizes use of reclaimed water and incorporates water conservation measures.
7. Building and Structure (shade, storage, restroom) Plan (as appropriate)

8. Electrical Plan
 - a. Addressing security lighting, in addition to standard lighting (as applicable)
 - b. Addressing electrical system upgrades
9. Signage and Markings Plan
10. Parking Plan to support all uses of site.
11. Alternative design options that incorporate expanded parking on nearby properties, and incorporate design elements on city-owned properties across Hill Road.
12. Specifications for bid purposes shall be consistent with Caltrans standards plan and specifications. The Consultant shall develop the plans and specifications and ensure their consistency for bid.
13. Incorporate public art into the design.
14. Conduct a health impact assessment of the preliminary design and modify to improve health impacts.

Task 5 – Construction Cost Estimates

A preliminary cost estimate shall be required in the conceptual stage in addition to the submittal of Plans and Specifications in the design development stage. The estimates shall include all anticipated labor, materials and lump sums that are envisioned on the Concept Plans or delineated on the final plans and specifications of the approved project. A detailed construction cost estimate shall be prepared for all design stages (30, 60 and 90 percent completion).

Task 6 – Record Drawings

The Consultant is to provide the City with 10 copies of the final Hill Fields/Margaret Todd Master Plan and two record sets of drawings in electronic format, one set in PDF format and one set in AutoCAD format, reflective of built improvements. Electronic files are to be compatible with AutoCAD Version 2013.

Task 7 – Project Management

Consultant shall report to Michael Hanlon, the City Project Engineer, through approval and completion of the project. His phone number is (415) 899-8947. He will be the main point of contact for all project inquiries. The Project Managers for this contract shall be Michael Hanlon, Project Engineer, (415) 899-8947 and Pam Shinault, Director of Parks, Recreation and Community Services, (415) 899-8988.

Before the commencement of project work, the Consultant with his/her full team shall meet with the City staff project representatives, who shall provide a project overview and direction to Consultant team.

The Consultant shall provide information to City staff for presentation to City Council or other bodies (upon request), from time to time, that will outline then current progress made on the scope of services. The total number of presentations to elected or appointed bodies, staff and the public shall not exceed 12. Meetings exceeding the contract requirements shall be billed at the Consultant's hourly rate.

Task 8 – Construction Management/Oversight

The Consultant shall provide construction management throughout the construction phase of the project. Construction management shall include, at a minimum, the following tasks:

- Bid analysis
- Submittal review
- Change order analysis and recommendations
- RFI response
- Once a week site visit to include construction progress meeting with Contractor
- Punch list preparation and review

SECTION II – DESIRED EXPERIENCE

1. Experience with public park and sports facility design projects. Able to create clear, descriptive plans and specifications, which require limited construction change orders and keep project delays to a minimum.
2. Demonstrated high level expertise in working effectively and collaboratively with neighborhood groups, users, clients, and residents. Consensus building expertise and strong verbal communication skills are a must.
3. Success in the development of an award-winning park and parking area design that is maintenance friendly.
4. Current knowledge of American with Disabilities Act requirements and all appropriate laws, park and playground safety requirements and all applicable codes is required.
5. Strong meeting facilitation skills with an emphasis on public agency projects.
6. Able to successfully work with challenging situations, individuals, and project volunteers.
7. Ability to perform multiple tasks and effectively manage tasks simultaneously and adhere to project schedules and any funding restrictions.
8. Strong public presentation skills; and skilled in engaging the public.
9. Strong ability to create effective visuals to support planning and design ideas efforts.

10. Skilled in designing facilities to invite use, that are welcoming, and provide options for passive and active play, stimulate socializing, and incorporate a mix of natural and manmade elements to support use by all ages and abilities.
11. Identifying potential funding sources to construct project, i.e. State or Federal Grants, private foundation funding, and other grants, to help support completion of the construction.

SECTION III – INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Delivery of Proposals

It is the Consultant's responsibility alone to ensure that the proposal is received by the City prior to the submission deadline, 5:00 pm, November 11, 2014. Proposals shall be submitted to the attention of the following:

Mailing Address/Hand Delivery: City of Novato
Public Works Department
Michael Hanlon, Project Engineer
922 Machin Avenue
Novato, CA 94945

2. Proposal Document

The proposal shall be signed by an authorized agent of the Consultant. All proposal documents shall be typewritten or printed in ink clearly and legibly in conformance with these instructions for submitting Proposals. The proposal package shall be submitted in a sealed envelope plainly marked on the outside **“Sealed Proposal for Hill Recreation Area/Margaret Todd Senior Center Master Plan and Design Project - Do Not Open with Regular Mail.”**

Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the Proposal shall be to respond to the Scope of Services required in this Request for Proposal.

The following information shall be submitted in a clear and concise format in order to demonstrate competence and professional qualifications for the satisfactory performance of the services required. Five (5) complete copies of the information shall be submitted.

- 2.1. Resumes of key staff from the Consultant team who will be assigned to the project. Per our standard agreement, substitution of key staff will not be allowed without the City's written approval. Please clearly identify the Project Manager who will lead this project to successful completion.

- 2.2 A description of one similar project that the Consultant has recently completed, has finished construction, and is currently in use. Please provide the following information:
- a. One copy of the preliminary design. Include preliminary estimates of design costs and the implementation schedule.
 - b. A brief description of the completed project including construction costs, maintenance costs, and major changes from the preliminary design.
 - c. A brief statement of measures incorporated in the design to reduce maintenance costs.
 - d. References for this project and any other past projects.
 - e. Public engagement and consensus building approach used that insured success.
 - f. If public art was included, what was the process used to incorporate it.
- 2.3 A Statement of Approach. This statement shall outline and summarize how Consultant intends to execute this project.
- 2.4 A proposed project schedule that includes milestones and expected dates of deliverables.
- 2.5 Fee Schedule.
- At a minimum, the fee proposal shall include the following items:
- a. Rates for all personnel assigned to this project.
 - b. An estimate of hours for key staff and time of performance for each task.
 - c. Sub-consultants' fees and services. Sub-consultants are to contract directly with the Consultant.
 - d. Any lump sum items.
- 2.6 Description of professional liability insurance coverage. Exceptions to the City's standard requirement of \$1 million coverage shall be noted.
- 2.7 A statement which discloses any past ongoing or potential conflicts of interest which the Consultant may have as a result of performing the work for this project.

Note: Firm selected shall be required to have a current Novato Business License.

3. Interpretations of the Request for Proposals

If the Consultant is in doubt as to the true meaning of any part of the Request for Proposal, the proposer shall submit to the City Project Engineer a written request for an interpretation or correction thereof at least one week prior to the submittal deadline.

4. Review of Proposals

After the Proposals are received and opened by the City, the City shall review and evaluate all Proposals for responsiveness to the Request for Proposals in order to determine whether the Consultant possesses the professional qualifications necessary for the satisfactory performance of the services required. The City shall determine the selection of the Consultant solely based on the merits of the Proposal submittal. In the case of a tie, prospective Consultants shall be notified and the City may also investigate qualifications of these proposers to whom the award is contemplated. The City may interview these selected candidates if it is deemed necessary.

5. Award of Contract

When the City awards the contract, a Consultant Services Agreement shall be sent to the successful Consultant for the Consultant's signature. No Proposal shall be binding upon the City until after the Contract is signed by duly-authorized representatives of both the Consultant and the City. It is anticipated that the Consultant Services Agreement for this project will be considered by the City Council at their regular meeting on December 9, 2014.

The contract will include a provision for completion of the work in phases and a suspension or termination clause with no allowance for consultant compensation beyond that for work already complete in conformance with the agreement.

6. Contact Information

City of Novato
Public Works Department
Michael Hanlon, Project Engineer (415) 899-8947 mhanlon@novato.org
922 Machin Avenue
Novato, CA 94945

Attachments:

1. Proposal evaluation form
2. City Consultant Services Agreement
3. Site Map

The City of Navato
A Healthy Eating, Active Living Community



Hill Recreation Area/Margaret Todd Senior Center Master Plan and Design

PROPOSAL EVALUATION

The proposals will be evaluated based on the following criteria:

- Raw Score: 1 = Below Average
 2 = Average
 3 = Above Average
 4 = Exceptional

	Raw Score	Weight	Weighted Score
1. Experience with Public Agencies		5	
2. Experience with public outreach for public agencies		5	
3. Experience in designing sports/park facilities with an emphasis on public agency projects		5	
4. Understanding of the work based on the clarity of the proposal and responsiveness to the instructions for submitting proposals.		4	
5. Proposed Project Schedule		3	
6. Availability of consultant (travel time between consultant's office and Novato)		3	
TOTAL SCORE			

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of _____ day of _____, 20____, by and between the CITY OF NOVATO, a municipal corporation (hereinafter referred to as “City”) and _____ (hereinafter referred to as “Consultant”).

WHEREAS, City desires to obtain professional services in connection with _____; and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to competently provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by reference. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from City.

Section 2. Time of Performance.

Subsections 2.A. and 2.B. are in the alternative. For purposes of this Agreement, Subsection 2.A. [] 2.B. [] applies. (Check ONE box only.)

A. [Non Cost-Covered Services] The services of Consultant are to commence upon the execution of this Agreement and shall be undertaken and completed within the time limits set forth in Exhibit A. Such time limits may be amended by mutual agreement between the City and Consultant.

B. [Cost-Covered Services] Execution of this Agreement does not constitute authorization to proceed with the work described in the Scope of Services. Consultant shall not begin the work described in Exhibit A until after the City has issued a written Notice to Start Work, following verification by City staff that the project sponsor has deposited with the City adequate funds to pay for completion of the work described in Exhibit A. City and Consultant understand that it is the City’s policy for routine projects to obtain full payment from development applicants prior to execution of any consultant services agreements relating to the processing of development applications. In unusual circumstances (such as large, complex projects and projects where the City is serving as the applicant), City may allow deposit of processing costs in phases. In such cases, Consultant shall not begin work on any of the tasks described in Exhibit A until after the City has issued a written Notice to Start Work for that

particular task. Each Notice to Start Work will specify the task authorized to be undertaken and will be issued only following verification by the City that the project sponsor has deposited with the City (or the City has budgeted) adequate funds to pay for the completion of the authorized task. For all projects, following issuance of a Notice to Start Work, the services of Consultant shall be undertaken and completed within applicable time limits set forth in Exhibit A. Such time limits may be amended by mutual agreement between the City and Consultant. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from City.

Section 3. Compensation and Method of Payment.

A. Compensation. Consultant shall charge for services performed in accordance with the compensation schedule incorporated in Exhibit A, not to exceed a total amount of \$10,000 (subject to adjustment as appropriate).

B. Method of Payment.

Subsections 3.B.(1) and 3.B.(2) are in the alternative. For purposes of this Agreement, Subsection 3.B.(1) [] 3.B.(2) [] applies. (Check ONE box only.)

(1) Monthly Statements. [Contract Planners, etc.] As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly to the City a statement of account which clearly describes the work for which the billing is submitted.

(2) Statements Following Completion of Work Tasks. [EIR Consultants, etc.] As a condition precedent to any payment under this Agreement, Consultant shall submit to the City a detailed statement of account which clearly sets forth the designated work tasks for which the billing is submitted. Payments shall be made following completion of each of the individual work tasks described in the Scope of Services. No payments shall be made for tasks which have not been satisfactorily completed.

C. Payment. City shall review Consultant's statements and pay Consultant for services rendered hereunder at the rates and in the amounts provided hereunder in accordance with the approved statements.

Section 4. Standard of Quality. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise.

Section 5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the City upon payment to the Consultant for such work, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party.

Section 6. Retention of Other Consultants, Specialists or Experts. Consultant will not retain or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City. In addition, the persons who shall provide the services agreed to be performed hereunder by Consultant are identified below. No other person may provide services under this agreement on behalf of Consultant without the prior, written consent of the City.

Names of Persons Permitted to Perform
Under this Agreement

Section 7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have and shall not acquire any investment or interest, direct or indirect, in real property which is located within the area covered by this Agreement. Consultant further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

Consultant shall comply with the City's conflict of interest code and all other conflict of interest laws, including but not limited to the Political Reform Act of 1974 and the regulations promulgated thereunder. Without limiting the generality of the foregoing and in the event that the Consultant is a "consultant" as defined in 2 Cal. Code Regs. § 18701(a)(2) or its successor regulation and is otherwise required by the City's conflict of interest code to complete and execute the economic disclosure statement required under the City's conflict of interest code, as a condition to commencing the work described herein, Consultant shall complete, execute and deliver to the City said economic disclosure statement.

Section 8. Interest of Members and Employees of City. No member of the City Council and no other officer, employee or agent of the City who exercises any function or responsibility in connection with the review, approval or carrying out of any project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, association, or other legal entity in which he/she is directly or indirectly interested. If Consultant learns of any such interest, he/she shall promptly disclose such interest in writing to the City Manager.

Section 9. Liability of Members and Employees of City. No member of the City Council and no other officer, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount

which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

Section 10. Indemnification of City. Consultant hereby agrees to defend, indemnify and hold harmless the City from and against any and all claims arising out of Consultant's breach of this Agreement and/or the willful or negligent acts, errors or omissions of Consultant relating to this Agreement. The City has no liability or responsibility for any accident, loss or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise.

Section 11. Consultant Not an Agent of City. Consultant is not an agent of the City, and the City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City.

Section 12. Compliance with Laws.

A. **General.** Consultant shall comply with all applicable federal, state and local laws, code, ordinances and regulations. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall, at all times during the term of this Agreement and for one year thereafter, provide written proof of such licenses, permits, insurance and approvals upon request by the City.

B. **Novato Business License.** Unless otherwise exempt, Consultant will maintain a valid City of Novato business license pursuant to Chapter VIII of the Novato Municipal Code during the term of this Agreement. Concurrently with execution of this Agreement, and upon request of City thereafter, Consultant will submit proof of compliance with this Subsection.

C. **Workers' Compensation.** Consultant shall take out and maintain at all times during the life of this agreement, up to the date of acceptance of the work by the City, workers' compensation insurance as required by the Labor Code of the State of California. The Consultant shall require all subconsultants similarly to provide such insurance for all of subconsultants' employees. The amount of said insurance shall be \$1 million per accident. Consultant certifies that it is aware of the provision of the California Labor Code which requires every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. City Not Responsible. The City is not responsible or liable for Consultant's failure to comply with any and all of said requirements.

Section 13. Insurance.

A. Minimum Scope of Insurance

(1a) Consultant agrees to have and maintain, for the duration of the Agreement, a Commercial General Liability insurance policy insuring him/her and his/her firm to an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. At the time the Agreement is entered into the City may require higher limits depending on the nature of the services being provided by the Consultant. Such determination shall be made by the City's Risk Manager.

(1b) In lieu of commercial general liability insurance, the Consultant may secure and maintain a minimum of One Million Dollars (\$1,000,000) of excess limit (umbrella) coverage on his/her homeowner's or renter's insurance policy.

(2) Consultant agrees to have and maintain for the duration of the Agreement an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage. At the time the Agreement is entered into the City may require higher limits depending on the nature of the service being provided by the Consultant. Such determination shall be made by the City's Risk Manager.

(3) Consultants shall have and maintain a Professional Liability insurance policy insuring him/her and his/her staff to an amount not less than _____ Dollars (\$_____) for injuries arising out of the rendering of services or the failure to render services under this Agreement.

(4) Consultant shall provide to the City all certificates of insurance with original endorsements reflecting coverage required by this section. Certificates of such insurance shall be filed with the City on or before commencement or performance of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

(5) Any Consultant utilizing the services of a secondary consultant in the performance of this Agreement shall either provide the required insurance(s) for the type of service being provided by the secondary consultant or provide evidence acceptable to the City demonstrating that the secondary consultant has in effect the required insurance(s).

B. General Liability.

(1) The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant.

(2) Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(4) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

Section 14. Assignment Prohibited. Consultant shall not assign any right or obligation pursuant to this Agreement without the City's prior written consent. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

Section 15. Expiration and Termination of Agreement. Unless extended by mutual agreement or terminated pursuant to this section, this Agreement shall expire upon Consultant's satisfactory and timely completion of the services contracted for hereunder. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City within its sole discretion upon written notice to the Consultant. Consultant may terminate this Agreement upon thirty (30) days' written notice to the City only for good cause, including without limitation, serious illness or material breach of this Agreement by City. Consultant's

written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. Upon termination, all finished and unfinished documents, project data and reports shall, at the option of the City, become its sole property and shall, at Consultant's expense, be delivered to the City or to any party the City may so designate. In the event of termination by the Consultant, the Consultant shall only be compensated for all work Consultant satisfactorily performs prior to the time Consultant delivers to the City the termination notice, unless other arrangements are agreed to by the City. In the event of termination by the City, the Consultant shall be compensated for all work satisfactorily performed prior to the time Consultant receives the termination notice, and shall be compensated for materials ordered by the Consultant, and services of others ordered by the Consultant prior to receipt of the City's termination notice whether or not such materials or instruments of services of others have actually been delivered to Consultant or to the City, provided that the Consultant is not able to cancel such orders for materials or services of others. In the event this agreement is terminated pursuant to this section, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this agreement by the City pursuant to this section.

Section 16. Entire Agreement; Amendment. This Agreement, including Exhibit A and any other exhibits or attachments made a part hereof constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time by written agreement of the parties hereto.

Section 17. Litigation Costs. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees. In any action seeking recovery of monetary damages, the plaintiff shall not be considered to be the prevailing party unless it recovers at least sixty-six percent (66%) of the dollar amount requested in the complaint's prayer for relief.

Section 18. Remedies. In addition to any other available rights and remedies, either party may institute legal action to cure, correct or remedy any default, enforce any covenant herein, or enforce by specific performance the rights and obligation of the parties hereto.

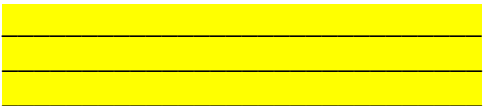
Section 19. Time of the Essence. It is understood and agreed by City and Consultant that time is of the essence in the completion of the work tasks described in the Scope of Services.

Section 20. Interpretation of Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and the City of Novato.

Section 21. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in


writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Novato
 922 Machin Avenue
 Novato, CA 94945

If to Consultant: 

Section 22. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

Section 23. Execution. This Agreement may be executed in several original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Further Assurances. Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide, within a reasonable time, but not exceeding  days, such assurance of due performance as is adequate under the circumstances is a repudiation of this agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF NOVATO

CONSULTANT

By: _____
Michael S. Frank, City Manager

By: _____

By: _____
Sheri Hartz, City Clerk

Title

Approved as to form:

City Attorney

Schedule A

Professional Liability Insurance Requirements for Consultants

Category I - \$1,000,000
Design Services (Architects, Engineers)
Geotechnical Consultants
Special Testing and Inspection (concrete and asphalt testing, seismic and welding inspection)
Traffic Engineers
Building Inspection for City Projects
Engineering Inspection for City Projects
Financial/Fiscal Analysis
Real Estate Economics
Category II - \$250,000
Aerial Mapping
Surveyors

General Liability Endorsement

(the "City")

POLICY INFORMATION

Insurance Company:
 Policy No.:
 Policy Period (from) (to)
 Endorsement Effective Date:
 Named Insured:
 Limit of Liability Any One Occurrence/Aggregate:
 \$
 Deductible or Self-Insured Retention
 (Nil unless otherwise specified): \$

Coverage is equivalent to (check one):
 Comprehensive General Liability Form GL0002 (Ed 1/73)
 Commercial General Liability "occurrence" Form CG0001 1185
 Commercial General Liability "Claims Made" Form CG0002 0286

General Liability Aggregate (check one):
 Applies per Location/Project
 Is Twice the Occurrence Limit

Bodily Injury and Property Damage Coverage is (check one):
 "occurrence" "claims made"

Note: The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

INSURED: The City, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

CONTRIBUTIONS NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City; or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
 (1) Insurance services office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office Form Number GL 0404 Broad Form Comprehensive General Liability endorsement; or
 (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or
 (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Sections (1) and (2).

SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the company's limit of liability.

PROVISIONS REGARDING INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:
 ATTN: _____
 (Title) (Department)

 (Company)

 (Street Address)

 (City)

 (Telephone Number)

AUTHORIZED REPRESENTATIVE

I warrant that I have authority to bind the above-listed insurance company and by my signature hereon does so bind this company.
 SIGNATURE: _____
 TYPE/PRINT NAME: _____
 TITLE: _____
 PHONE NO. _____
 Original signature of authorized representative or insurer is required on endorsement furnished to the City.

Workers' Compensation and Employer's Liability Special Endorsement for _____ (the "City")		Submit in Duplicate	
		Endorsement No.	Issue Date (MM/DD/YY)
Producer Telephone: _____	Policy Information: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____		
Named Insured	Other Provisions		
Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____ ()	Employer's Liability Limits \$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee)		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. Cancellation Notice. This insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 2. Waiver of Subrogation. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City. Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits conditions, agreements, or exclusions of the policy to which this endorsement is attached.			
Endorsement Holder City	Authorized Representative <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____		

Acknowledgement of No Workers' Compensation Insurance and Release

The undersigned, [all general partners in the California general partnership entitled _____; the sole shareholder of the corporation called _____; _____] ("Company"), agree, represent and warrant as follows:

1. That Company has been determined to be the lowest responsible bidder and has conditionally been awarded the construction contract for the City of _____ ("City") project entitled "_____" ("Project"). A condition to said contract for the construction of said Project is the provision, by Company, of workers' compensation insurance for the Company's employees performing work on and for the Project.
2. That neither the Company nor any of its partners, shareholders, directors or principals shall ever use, retain, employ or obtain the assistance of any person hired by the Company as an employee to perform work on or in connection with the Project.
3. That because the Company and all of its partners shall not retain employees to perform work on or in connection with the Project, the Company and all of its partners do not intend to secure workers' compensation insurance for said Project.
4. That if at any time during the performance of the work required to complete the Project the Company or any of its partners employ and employee to perform any or all of said work, the undersigned and the Company shall, in writing, immediately notify the City of said employment, and with said notification, the Company shall supply to the City satisfactory evidence of workers' compensation insurance.
5. That the Company and each of its partners, shareholders, principals and/or owners indemnify, release and hold the City harmless from any and all injuries, damages, costs, attorneys fees, expenses and liabilities of any sort caused to persons or property arising out of the work performed on or in connection with the Project, including but not limited to injuries caused to persons working on the Project, excluding the City's sole or active negligence.
6. That the undersigned are all the general partners [shareholders, principals, owners, etc.] of said Company and are authorized to make this agreement and warranty on behalf of themselves and the partnership.
7. That the undersigned personally guarantee the obligations contained hereinabove.

[I] [We] declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

General Partner/Owner/Shareholder

Date

General Partner/Owner/Shareholder

Date

Certificate of Insurance

(the "City")

Producer	This Certificate of Insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies below.		Best's Rating
	Company Letter	Companies	
Insured	Company Letter		
	Company Letter		

This is to certify that the policies of insurance listed below have been issued to the Insured Named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

- The following provisions apply:**
1. None of the above-described policies will be cancelled until after 30 days written notice has been given to the City at the address indicated below.
 2. The City, its officials, officers, employees and volunteers and added as insureds on all liability insurance policies listed above.
 3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not to contribute with the insurance described above.
 4. The City is named a loss payee on the property insurance policies described above, if any.
 5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
 6. The Workers' Compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	All Units in Thousands
General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractor's Prot. <input type="checkbox"/> Owner				General Aggregate \$ _____ Products Comp/OPS Aggregate \$ _____ Personal & Advertising Injury \$ _____ Each Occurrence \$ _____ Fire Damage (Any One Fire) \$ _____ Medical Expense (Any One Person) \$ _____
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability				Combined Single Limit \$ _____ Bodily Injury (Per Person) \$ _____ Bodily Injury (Per Accident) \$ _____ Property Damage \$ _____
Excess Liability <input type="checkbox"/> Umbrella <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence \$ _____ Aggregate \$ _____
<input type="checkbox"/> Worker's Compensation and Employer's Liability				<input type="checkbox"/> Statutory Each Accident \$ _____ Disease - Policy Limit \$ _____ Disease - Each Employee \$ _____
Property Insurance <input type="checkbox"/> Course of Construction				Amount of Insurance \$ _____

Certificate Holder/Additional Insured	Authorized Representative
	Signature:
	Title:
	Phone No.:

UNDERWRITER/BROKER/AGENT'S CERTIFICATION
City:
City Project Identification:
Entity Providing Contractual Services:
Insurer(s):
Best Rating(s):
Name and Title of Underwriter, Broker or Agent completing Certification:

I, the undersigned insurance underwriter, broker or insurance agent, do hereby certify that I have examined the insurance specifications prepared by the City for the above-referenced project and have attached herewith company certificates of insurance and all endorsements specified in the insurance specifications.

I further certify that the coverages provided to the Contractor and described in the certificates of insurance and endorsements conform in all respects to the requirements set forth in the insurance specifications, including, but not limited to, the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance specifications;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance specifications;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance specifications have been provided and copies have been attached to the appropriate certificate of insurance.
5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A:VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

I understand that the City will not authorize the Contractor to initiated work on behalf of the City until this certification has been fully executed and returned to the City.

Name of Company		Signature of Broker
Business Address		Date
Business Phone		

Issue Date (MM/DD/YY)

Certificate of Professional Liability Insurance
(the "City")

Producer	This Certificate of Insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies below.
Insured	

Companies	Best's Rating
Company	
Letter	
Company	
Letter	
Company	
Letter	
Company	
Letter	
Company	
Letter	

This is to certify that the policies of insurance listed below have been issued to the Insured Named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

Co Ltr	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	All Units in Thousands
	Professional Liability Errors and Omissions Insurance <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence \$ _____ Aggregate \$ _____ Combined Single Limit \$ _____

Description of Operations/Locations/Vehicles/Restrictions/Special Items

The following Provisions Apply:

- None of the above-described policies will be cancelled until after 30 days written notice has been given to the City at the address indicated below.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not to contribute with the insurance described above.
- It is hereby certified the above policy provides insurance as required by the applicable agreement between the City and the insured.

Certificate Holder/Additional Insured	Authorized Representative Signature: _____ Title: _____ Phone No.: _____
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