



CITY OF MORRO BAY REQUEST FOR PROPOSALS MB 17-T1

Consultant Services to Prepare Short Range Transit Plan

- Due Date:** April 17, 2017 by 4:30 p.m.
- Submittal:** One (1) unbound original and four (4) bound copies are due to the City of Morro Bay; no electronic version will be accepted
- Addressed to:** City of Morro Bay Public Works
Attn: Janeen Burlingame, RFP No. MB 17-T1
595 Harbor Street
Morro Bay, CA 93442
- Contact Person:** Janeen Burlingame, Management Analyst
jburlingame@morrobayca.gov
- Inquiries:** Direct questions for clarification on this bid document should be addressed to the Contact Person via email jburlingame@morrobayca.gov. All questions must be received on or before April 3, 2017. Staff will post in the Bid Postings section of the City's website for this project, responses to all questions asked (<http://www.morrobayca.gov/bids.aspx>).

Proposals received after the time and date stated above shall be returned unopened to the proposer. Postmarks are not acceptable.

The City reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of the City.

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I. INTRODUCTION

A. Information

The City of Morro Bay is requesting proposals from consultants for preparation of the Morro Bay Transit 2017/2018 Short Range Transit Plan. The last Short Range Transit Plan was completed March 2007 when the year-round local transit operated was a demand response service. See Background below for changes that have been made to current service due to the recession and cuts in transit funding from the State.

This RFP is being issued by the City of Morro Bay Public Works Department. Unless otherwise directed, all communications regarding this RFP should be submitted in writing to Management Analyst, Janeen Burlingame, via email at jburlingame@morrobayca.gov.

Any revisions to the RFP will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above-mentioned person by 5:00 p.m., April 3, 2017.

B. Background

Local transit service in Morro Bay dates to 1977 when the City began offering door-to-door demand-response service to the general public, Morro Bay Dial-A-Ride. The City expanded its services by offering a one route seasonal fixed route trolley in May 1994 to provide a connection between the Downtown and Waterfront businesses. The City added a second route to provide connection between the two State Park campgrounds in the north and south ends of Morro Bay, and the Downtown and Waterfront areas in the summer of 2000. The City later expanded to three routes in 2008 after adoption of the Parking Management Plan, which included recommendations to add a third route and restructure the second route, decreasing headway time and routing by City owned parking lots to encourage its usage and relieve traffic congestion in the Downtown and Waterfront areas.

Due to the recession and changes in the State budget regarding transit funding resulting in several cuts to funding over a couple of years, a funding shortfall occurred such that current demand response service levels could not be maintained. After evaluating different transit service options based on the level of State transit funding anticipated to be allocated to the City, the City Council approved establishing a year-round deviated fixed route to replace the demand response service. Currently, the provision of transit is composed of a year-round deviated fixed-route with Call-A-Ride trips going off route to pick up riders who've previously arranged a trip, supplemented by the seasonal Trolley service.

The City finances Morro Bay Transit and Trolley services through a combination of fare revenues, advertising revenues, and Transportation Development Act funds comprising of Local Transportation Fund (LTF) and State Transit Assistant (STA) funds.

The Morro Bay City Council is the policymaking body for the local transit system. The City Public Works Transit Division administers, plans, markets, maintains the fleet, and monitors the transit system while an independent contractor provides day to day management and operations of the local transit services.

C. Demographics

Morro Bay is a unique and charming coastal community situated on the Pacific coast at the mouth of an estuary in western San Luis Obispo County. The City is located on State Highway 1 approximately 12 miles northwest of San Luis Obispo and approximately 215 miles north of Los Angeles and 240 miles south of San Francisco.

The city's geographical land area encompasses 5.3 square miles and has 48 miles of streets. The main north-south highway is State Route (SR) 1, which connects Morro Bay with San Luis Obispo and communities along the coast. SR 41 connects with SR 1 and runs eastward to Atascadero.

Morro Rock, the City's harbor and waterfront areas, and adjacent state parks attract approximately 1.5 million tourists annually. The City is primarily a residential area with a Downtown area, several shopping areas, numerous motels, restaurants, and other commercial activities, including a commercial fishing fleet and related support facilities.

According to the 2010 US Census, the city's population was 10,234, a slight decrease of 1.1 percent from the 2000 Census. The senior citizen population based on the latest census, comprising of residents aged 65 and over, is 23.7 percent. The California Department of Finance 2016 estimate reports a population of 10,722, a 4.7% increase relative to the 2010 Census.

The City of Morro Bay incorporated as a general law city on July 17, 1964; all the Mayor and four City Council members are elected officials.

D. System Characteristics

Morro Bay Transit and Trolley is composed of a year-round deviated fixed-route/Call-A-Ride service and a seasonal fixed route trolley service. The transit system connects with regional transit services such as San Luis Obispo Regional Transit Authority's (RTA) Routes 12 and 15. RTA's Route 12 links Morro Bay with the community of Los Osos to the south and Cuesta College and San Luis Obispo to the southeast. Route 15 links Morro Bay with communities along the northern San Luis Obispo County coast such as Cayucos, Cambria, and San Simeon. City Park, located on Harbor Street and Piney Way, serves as the transfer point between the Morro Bay Transit and RTA systems.

Fixed Route & Call-A-Ride

Morro Bay Transit operates an hourly deviated fixed-route service within the city limits. There are 17 fixed stops along the route. The key time points include the Community & Senior Center, City Park, Spencer's, Beachcomber at Mindoro, and the Teen Center High School. Passengers are allowed to request flag stops at any point along the route where the driver is able to make a safe stop.

The deviated part of the service is known as Call-A-Ride, which is a curb-to-curb service available to the general public. The fixed-route bus will deviate up to three-quarters of a mile to pick up/drop off a passenger, then return to the designated route before the next scheduled stop. Call-A-Ride trips are scheduled the day prior between the hours of 8:00 a.m. and 10:00 a.m., Monday through Friday. Saturday and Monday trips are scheduled on Fridays; however, same day on board scheduling of a Call-A-Ride trip occurs upon request and if there is time available on the route to accommodate the trip request.

Fixed route and Call-A-Ride operate Monday through Friday from 6:25 a.m. to 6:45 p.m. and Saturday from 8:25 a.m. to 4:25 p.m. The service does not operate Sunday and the following City holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

For FY 15/16, total passengers were 24,237, total vehicle service hours were 3,753 and total vehicle service miles were 39,668.

Morro Bay Trolley

The Morro Bay Trolley operates fixed route service on a seasonal basis from Memorial Day weekend through the first weekend in October. Days and hours of operation are Friday and Saturday from 11:00 a.m. to 7:00 p.m.; Sunday and holidays (Memorial Day and Labor Day) from 11:00 a.m. to 6:00 p.m.; and Monday from 11:00 a.m. to 5:00 p.m. Service on Friday and Monday operates from Memorial Day through Labor Day. The Trolley is operated on three routes serving different sections of the city: North (approximate 45-minute loop), Downtown (approximate 30-minute loop) and Waterfront (approximate 20-minute loop).

For FY 15/16, total passengers were 16,398, total vehicle service hours were 1,460 and total vehicle service miles were 12,553.

More information about these services can be found on the City’s Transit website www.morrobayca.gov/mbt.

Fleet

There are five vehicles in the transit fleet. One vehicle is in service for the fixed route/Call-a-Ride service and one is a back-up vehicle. Three vehicles are in service for the Trolley and there are no back-up vehicles. All vehicles are wheelchair accessible and in compliance with the Americans with Disabilities Act of 1990 (ADA). The Transit fleet is summarized below.

MB Transit

| Make/Model | Fuel Type | Year | Scheduled Yr. for Replacement |
|------------|-----------|------|-------------------------------|
| Ford E-450 | gasoline | 2016 | 2020 |
| Ford E-450 | gasoline | 2010 | 2017 |

Trolley

| Make/Model | Fuel Type | Year | Scheduled Yr. for Replacement |
|------------|-----------|------|-------------------------------|
| Ford F-53 | gasoline | 2003 | 2018 |
| Ford F-53 | gasoline | 2009 | 2019 |
| Ford F-53 | gasoline | 2010 | 2020 |

II. SCOPE OF SERVICES

A. Required Services of the Consultant

Consultant shall perform all necessary tasks to provide the City with the 2017/2018 Short Range Transit Plan (SRTP) to improve and promote the transit services in Morro Bay. The Plan will guide any future changes to the current transit service model, routes, fare structure, performance standards, and the purchase of new capital assets. The Plan will evaluate current transit operations to identify any potential efficiency gains that can be realized. Additionally, the Plan will help to reconcile patron transportation needs to route timing and stop locations. Together these evaluations will be used to develop service model enhancements or changes that can be implemented for the transit system. To assure fiscal constraint, each option will have a projected budget for implementation so that only feasible options will be put forth for consideration by the City. Also, additional funding sources should be identified for current program revenue and to fund system enhancements.

The project shall include, but not be limited to updating goals and objectives, conducting analysis and evaluations, updating performance standards, recommending and prioritizing options for more efficient operations, potential expansion, updating the Capital Improvement program and Financial plans as well as the preparation of draft and final Morro Bay Transit 2017/2018 Short Range Transit Plan and executive summary for adoption. See Exhibit A for the Project Scope of Work.

Proposer shall propose the Project Scope of Work that it feels is necessary to satisfactorily complete the project, including a timeline for milestones.

B. Overall Project Objectives

- Evaluate current transit operations
- Receive input from stakeholders (disabled, senior citizens, low-income, employers, etc.)
- Develop options for improved service models
- Develop capital purchasing plan
- Identify alternative revenue sources for transit programs
- More efficient transit operations
- Increased ridership
- Operational Cost Savings

C. RFP Schedule

| <u>Event</u> | <u>Date</u> |
|--|--------------------|
| RFP Available to the public..... | March 20, 2017 |
| RFP due at 4:30 p.m. at 595 Harbor Street..... | April 17, 2017 |
| <i>Interviews/Presentations (if needed).....</i> | <i>May 3, 2017</i> |
| Award of Contract | May 23, 2017 |
| Contract Ends..... | April 1, 2018 |

Italicized items and dates are at the City's option. The City reserves the right to award contract solely on the basis of proposal content.

III. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must provide proposal information in the same sequence as below. A review committee will evaluate the completeness of the response to the RFP.

A. Transmittal Letter

The letter should highlight the firm's understanding of the project, and include the following general information:

- Firm name, address, telephone number, and email.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate if you are:
 1. Small Business
 2. Disadvantaged Business
 3. Minority and/or Women-Owned Business
- Team composition:
 1. Identify members of the Team who will work on the project and indicate who will be the project manager with his/her contact information
 2. Provide an organizational chart of the Team composition (state personnel name, not just title)

The project manager or any key personnel shall not be changed without written permission of the City. In the event that any Consultant key personnel do not remain in employment for the duration of the project, the City shall approve any suggested replacements.

B. Team Qualifications

Summarize the skills and experience directly related to the scope-of-work. Resumes should not substitute for a written outline of relevant experience and can be included in an appendix, if desired.

1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by describing their education, credentials, related experience and their proposed roles for this contract. Note: Consultant may not substitute any member of the project team without prior written approval of the City.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of the City.

2. Related Experience

Include descriptive information concerning the experience of the firm, especially the identified project manager. Include information about previous projects that might be comparable, including the size (budget or other indicators – such as ridership or hours of service) and type of projects and the scope of services provided (as they compare to this project). In addition, provide references for the three (3) most comparable projects for which your firm has provided, or currently is providing, similar services, using the project manager being proposed and a minimum of two (2) references for task leaders and subcontractors.

List the projects in reverse chronological order and provide the following information for each project:

- Project name and location
- Nature of work performed

- Level of responsibility for project manager, task leader or subcontractor
- Name of contact person and telephone number at time project was completed
- Time span (start and end of project assignment)
- The actual cost vs. cost estimate

C. Proposed Project Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Morro Bay should be aware. Indicate clearly, the levels of participation you will expect from City of Morro Bay staff in the fulfillment of the contract.

Present the approach with deliverables (See Exhibit A). Clearly and succinctly describe the approach to each task, especially those with qualitative outputs. Include method of communication with the City.

The description must indicate:

- Tasks proposed to be completed to meet project objectives.
- Proposed deliverables for each task.
- Proposed meetings with staff, operations contractor, etc.
- Time required to initiate and complete each task (total and by team member).
- Allocation of cost by task (total and by team member).
- Time required from the project start through completion.
- Samples of graphic layouts representative of those to be included in this project.
- Exceptions to the requirements of the RFP should be clearly delineated in this section.

D. Project Schedule and Milestones

Include a chart with start and end months. While Exhibit A lists tasks with a proposed timeline, the consultant should develop the optimal sequencing and timing of the various tasks in the written proposal.

E. Project Budget

Provide proposed fees, cost information, hours per task, and recommend a budget plan for all services to be provided, itemized in total per task and by team member:

- Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., unit or hourly costs. This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive fee schedule as the City will not include compensation in the contract for items not addressed in the proposal.
- The project budget should be itemized by: the cost per hour per team member, the number of hours per task per team member, and should include breakdown of overhead costs by item. The proposed fixed fee shall cover all service and delivery of all documents specified by the scope of work including:
 1. All professional services, expenses, insurance, printing, plotting, communications, travel, and profit.
 2. Submit itemized hourly fee schedule as a basis for additional services.

Business Tax Certificate: Possession of a City of Morro Bay Business Tax Certificate is not required to submit a proposal in response to this RFP; however, Consultant shall be required to possess, at his/her own expense, a valid and current City of Morro Bay Business Tax Certificate, prior to commencing work. For additional information, contact the City's Business Tax Clerk at (805) 772-6294.

The City of Morro Bay is not liable for any cost incurred by proposers in responding to this RFP.

IV. PROPOSAL EVALUATION

Selection of the successful proposal shall be based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP.

Submittals will be evaluated by a review committee based on a scoring of the written proposals and feedback from the professional references. Criteria to be used by the panel include:

- Experience by the project manager with transit development plans
- Team members' familiarity with small transit system operations
- Project understanding
- Quality and clarity of the written submittal
- Completeness (compared to required items to include in proposal)
- Project schedule as proposed
- Proposed budget allocation among tasks and by personnel, and total budget
- Feedback from professional references
- Disadvantaged Business Enterprise (DBE) status

The Committee will review the proposals to ensure conformance with the requirements of the RFP and may select finalists to interview with the review committee as a part of the evaluation process. Interviews are not guaranteed so your proposal should include all required information, be clear, concise, and stand on its own for evaluation.

The successful firm will be required to execute a consultant agreement with the City. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

V. ADDITIONAL INFORMATION

A. GENERAL CONDITIONS

Before submitting a proposal, proposer's must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as believed necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Morro Bay, upon which the proposer will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect; the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this RFP, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been supplemental or oral modification, it shall be his or her responsibility to verify said modification in writing prior to submission of the proposal.

Contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

B. WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the deadline for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the City's contact person for this RFP. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal by the deadline. No proposal may be withdrawn after the deadline for the receipt of proposals.

C. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

EXHIBIT A
PROJECT SCOPE OF WORK

Task Descriptions

Task 1 – Project Management

A project manager for the Consultant team shall be designated to this project and serve as a point of contact with the City. Consultant's project manager shall be responsible for all the coordination and communication within the Consultant team, as well as with the City.

Consultant will hold a kick-off meeting with City staff with the goal of describing how the team will handle internal and external communications, decision making methodologies, and assumptions (i.e. assumptions about data availability, communication issues, travel, task elements, etc.) as well as outline a work task break-down structure, project schedule, and project budget that details how expenses and time will be allocated. Consultant will provide a summary of all this in a project management plan to be submitted after the kick off meeting.

Consultant shall coordinate monthly conference calls with City staff to ensure progression of the project. In addition, Consultant will provide a monthly written progress report describing work accomplished and work planned for the upcoming month by task and sub-task basis. This report will also include a narrative of deliverables, accomplishments, important meetings, and current issues relating to the work including interfaces, budgets, and schedules. The report will be submitted with the monthly invoice.

In addition, a project control report will be submitted with the monthly invoice and contain the task number, responsible personnel, budget spent to-date, budget remaining, percentage estimate of completion, hours worked and budget variance reported in task labor hours.

Consultant will develop a list of data requirements that the City will work with the Consultant to collect. The Consultant will have ultimate responsibility for acquisition of key data elements.

Deliverables:

1. Kick Off Meeting
2. Project Management Plan
3. Monthly Invoice with Progress and Project Control Reports

Task 2 – Identify Existing Conditions

- Gather background data for all services including current data on overall operations, operating costs, funding, assets, ridership, miles, hours, fare box recovery ratio, and available system capacity. Data should be compiled at the route level where possible.
- Gather data on population characteristics, travel behavior, travel patterns, and projections for Morro Bay.
- Evaluate demographic trends to identify growth markets. This shall be used to determine growth patterns/areas that have had the greatest positive impact on transit market share and ridership.
- Review demographic shifts, both residential and commercial, that may impact/attract transit riders.
- Prepare a profile of socio-economic conditions in the service area and summary of current transportation options. The profile shall also include projected population levels and characteristics, and planned developments in Morro Bay. The written summary shall include graphics showing the coverage and intensity of services, current ridership and productivities by service type plus an inventory of capital assets. In addition, part of the review will be an area map showing current or emerging activity centers and large trip generators in Morro Bay, as well as major destinations.

Deliverables:

1. Socio-Economic Profile (Technical Memorandum 1)
2. Existing Transit Conditions Report (Technical Memorandum 1)

Task 3 – Field Data Collection

Consultant will conduct on board surveys to analyze travel patterns of current riders, assess customer satisfaction and identify the demographic profile of current riders. Consultant will develop surveys for the deviated fixed route/Call-A-Ride and trolley services that may include different questions for each service as needed and will get approval from City before surveying work begins. Consultant shall identify how surveying would occur for the deviated fixed route/Call-A-Ride riders and trolley riders. Consultant will collect counts of passenger boardings and alightings by stop along each route, trip purpose, time of service day as well as day in the week, frequency of use, wheelchair lift need, age, in addition to customer satisfaction and available alternative transportation options. Consultant will perform travel time checks to gauge fixed-route on-time performance, and summarize the findings of the data collection in tables, charts and text.

Deliverables:

1. On Board Passenger Survey Summary (Technical Memorandum 2)
2. On and Off Counts and On-Time Performance Summary (Technical Memorandum 2)
3. Ridership Profile (Technical Memorandum 2)

Task 4 – Evaluation of Current Services and Past Recommendations

Consultant shall prepare a summary that provides a comprehensive assessment of existing transit services, facilities, and other capital equipment. The summary shall include assessments of the transit service area, operational characteristics (i.e. hours and days of service, headways, scheduling, bus stop placement, and ridership), fare policy structure, transit operations, transit services, capital equipment, and transit facilities. Consultant shall review operational statistics compared to standards set. Additionally, Consultant shall review earlier findings and recommendations from prior plans or studies, such as the 2016 Triennial Performance Audit and 2013 North Coast Transit Surveys. Consultant shall review the adequacy of current services, including potential gaps in service where current or emerging activity centers might warrant more coverage, a different kind of service or higher frequencies, as well as reviewing the adequacy of public information to promote service awareness. Consultant should address the effectiveness of existing services in terms of accessibility (physical and demographic/socio-economic), land development patterns, and travel patterns.

Deliverables:

1. Current Services Evaluation Summary (Technical Memorandum 3)

Task 5 - Public Outreach

Stakeholder Interviews

- Develop questions and conduct interviews with stakeholders or stakeholder representatives to receive input on transit needs or desired transit system enhancements. Work with City staff on identifying final list of stakeholders for interviews.
- Interviewees with broad representation to include, but not be limited to, transit bus operator, Chamber of Commerce, employers, local schools, low-income representatives, elder care facilities, senior citizens, Spanish-speaking communities, and local elected officials. Consultant and staff to identify list of stakeholders to interview (please note there may be some differences in stakeholders between deviated fixed route/Call-A-Ride and trolley services).

Community Workshop #1

Consultant to hold a Community Workshop to receive input on transit services, introduce project along with background on transit system and its current funding sources, and solicit input on desired transit service model changes or enhancements, and feedback on current services. Note how workshop would be advertised to reach the most members of the public.

Deliverables:

1. Public Outreach Activities and Summary (Technical Memorandum 4)

Task 6 – Service Alternatives and/or Improvements

Based on findings from earlier tasks, Consultant will develop service alternatives and/or improvements, including an in-depth analysis of special issues such as proposed route alterations or consolidations, proposed service hour changes, fleet replacement and expansion, fleet maintenance, on and off-street facility improvements, marketing/promotion for awareness. Options shall include projected operating costs, impacts to ridership, and be broken out by:

- Short-term service improvements with incremental steps over the status quo (years 2018-2020); and
- Long-term improvements designed to meet future demand (year 2021-2023).

Consultant will present the service alternative/improvement concepts to the Public Works Advisory Board for review from the Board and the public.

Deliverables:

1. Short-Term Transit Service Improvements (Technical Memorandum 5)
2. Long-Term Transit Service Improvements (Technical Memorandum 5)
3. Presentation to Public Works Advisory Board (PowerPoint Presentation)

Task 7 – Marketing Strategies

Consultant will identify several marketing strategies for City staff to consider at the time of the plan implementation. Additionally, Consultant will identify strategies to increase the visibility of the deviated fixed route and improve the public's awareness of and understanding on how to use the service. Future costs associated with the strategies after review by City staff will be developed and incorporated into the financial plan (Task 8).

Deliverables:

1. Marketing Strategies and Annual Cost Summary (Technical Memorandum 6)

Task 8 – Financial and Capital Plans

Based on previous work from earlier tasks, Consultant will develop capital management plan recommendations, including cost projections, for suggested service alternatives that will include at least:

- a) Fleet plan
- b) Maintenance, and Safety and Security elements as needed
- c) Other capital elements as needed (such as passenger amenities, transit equipment, software upgrades etc...)

Additionally, the capital plan should also evaluate the potential for a Morro Bay Transit Center, including a review of potential sites for a future transit center, as well as evaluating improvements at the current City Park transfer point between regional and local services.

Based on previous work from earlier tasks, Consultant will develop 7-year cash flow projections to match the recommended service alternatives and their capital elements for the following:

- a) Passenger Fares
- b) Local and state revenues
- c) Federal, state, and other transit grants
- d) Operating Cost projections and
- e) Capital Cost projections

Deliverables:

1. Capital Plan (Technical Memorandum 7)
2. Financial Plan (Technical Memorandum 8)

Task 9 – Five Year Service Plan

Based on input and work products from previous tasks, Consultant will develop a draft final five year plan with executive summary for presentation to the Public Works Advisory Board. The plan shall also include the development of performance standards for each service type.

Consultant will present findings and recommendations of the final plan to the Public Works Advisory Board for their review and recommended approval to the City Council. Consultant will then present findings and recommendations of the Plan to the City Council for review and approval. A final plan report addressing comments provided by staff, the Board and Council will be prepared and submitted to the City.

Additional outreach methods for review of and comment on the draft final plan will include posting on City’s Transit website with a short survey questionnaire and comment box as well as posting on the City’s Facebook page with a link to the plan and feedback questionnaire. Proposal should address other outreach methods to achieve maximum awareness and participation in the draft plan review.

Consultant will incorporate feedback gathered from staff, the public, Public Works Advisory Board, and the City Council in the final plan.

Deliverables:

1. Draft Final Plan (PDF format plus 12 color, bound hardcopies to be provided)
2. Feedback Questionnaire for City staff to post on website and Facebook
3. Presentation to Public Works Advisory Board (PowerPoint Presentation)
4. Presentation to City Council (PowerPoint Presentation)
5. Final Plan (PDF format plus 3 color, bound hardcopies to be provided)

Copies

Electronic copies of the report shall be provided in an editable format (MS Word) and in PDF format suitable for posting on Morro Bay Transit’s website. All charts and maps shall be included in the final SRTP report, as well as separately-unbound. All exhibits, drawings, spreadsheets, shape files, or other data files specifically developed for the analysis shall be provided in original document file format.

Proposed Timeline

The schedule given below is envisioned for this project; the Consultant responding to this RFP should give their own recommendations on the most suitable (task specific) timetable following the contract award. The proposed schedule should allow for the review time of draft products.

| Date | Description |
|---------------------|---|
| March 20, 2017 | City released the RFP |
| April 3, 2017 | Written questions due to City |
| April 17, 2017 | Written proposals due to City |
| May 23, 2017 | Contract award |
| June 9, 2017 | Contract execution finalized |
| Early July 2017 | Rider surveys administered |
| Late July 2017 | Technical Memorandum 1 issued |
| Early August 2017 | Technical Memorandum 2 issued |
| September 2017 | Technical Memorandum 3 & 4 issued |
| Late October 2017 | Technical Memorandum 5 issued |
| November 15, 2017 | Public Works Advisory Board presentation |
| Early December 2017 | Technical Memorandum 6 issued |
| Early January 2018 | Technical Memorandum 7 & 8 issued |
| Mid-February 2018 | Final Draft Plan released |
| February 21, 2018 | Final Draft Plan presentation to PWAB |
| February 28, 2018 | Final Draft Plan presentation to City Council |
| End March 2018 | Final Plan completed and submitted to City |

EXHIBIT B
PROJECT PROPOSAL FORM
RFP MB 17-T1 Short Range Transit Plan

TO: City of Morro Bay

The company listed on the Transmittal Letter hereby submits its offer as indicated below in accordance with all terms in the Request for Proposals (RFP), all of which have been furnished to the Proposer.

The offer shall be made in accordance with the specifications or approved equals as described in the contract documents identified herein. I have carefully examined the RFP and have informed myself thoroughly regarding any and all conditions and requirements of the solicitation. Any additional information that is requested in the RFP is contained in the company's attached proposal.

Total Proposal Cost \$ _____

Breakdown of the total estimated cost for the project by task.

| | | | |
|--------|----------|--------|----------|
| Task 1 | \$ _____ | Task 6 | \$ _____ |
| Task 2 | \$ _____ | Task 7 | \$ _____ |
| Task 3 | \$ _____ | Task 8 | \$ _____ |
| Task 4 | \$ _____ | Task 9 | \$ _____ |
| Task 5 | \$ _____ | | |

Company

Authorized Signature

Address

Printed Name

City/State/Zip Code

Title

Phone

Date

EXHIBIT C
SAMPLE AGREEMENT FOR CONSULTANT SERVICES
Short Range Transit Plan

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

1. TERM

This Agreement shall commence on _____, 2017, and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

(a) City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, and based upon actual time spent on the above tasks. That amount shall not exceed {INSERT AMOUNT IN THE FOLLOWING FORMAT}. Twenty-five Thousand, Seven Hundred Fifty-three Dollars and No Cents (\$25,753.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such

additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed twenty-five (25%) of the amount of the Agreement, but in no event shall such sum exceed {INSERT AMOUNT 25% OF THE ABOVE TOTAL, IN THE FOLLOWING FORMAT} Six Thousand, Four Hundred Thirty-eight Dollars and Twenty-five cents (\$6,438.25). Any additional work in excess of this amount shall be approved by the City Council.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the

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

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

9. INDEMNIFICATION

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

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

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

obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF PROPOSAL

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

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MORRO BAY

CONSULTANT (2 signatures required)

By: _____
David Buckingham, City Manager

By: _____
(Signature)

Attest:

Dana Swanson, City Clerk

(Typed Name)

Its: _____
(Title)

By: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Approved As To Form:

Joseph W. Pannone, City Attorney

EXHIBIT A
TASKS TO BE PERFORMED

EXHIBIT B
PAYMENT SCHEDULE

EXHIBIT C
INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits.

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

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must

include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

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

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City of Morro Bay, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all Consultants, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City's option.
8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City.

9. Consultant agrees to ensure that subcontractors, and any other party involved with the Scope of Services who is brought onto or involved in the Scope of Services by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Scope of Services will be submitted to City for review.
10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, Subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of the Scope of Services to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to City. At the time City shall review options with Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
11. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.
12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
20. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Scope of Services reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
21. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.