



REQUEST FOR PROPOSAL (RFP)

ENGINEERING SERVICES

**2013 STREET AND SEWER
REHABILITATION PROJECT**

CITY PROJECT NO. 12.6.322

CITY OF MILL VALLEY
DEPARTMENT OF PUBLIC WORKS
26 Corte Madera Avenue
Mill Valley, CA 94941

Proposals due: January 10, 2013 at 2 p.m.

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I. Introduction

City of Mill Valley (City) invites qualified consulting firms to submit a proposal to provide Engineering Design services for 2013 Street and Sewer Rehabilitation Project. The project is primarily funded by City capital improvement project funding sources.

The selected Engineering Consultant must have experience in providing complete design engineering services including: project administration, project evaluation, preparation of PS&E, preparation of construction bid documents, evaluation and preparation of change orders. The engineering Consultant will work closely with the City's construction manager in order to respond to any questions he/she might have during the construction phase, and to provide the City with a final as-built set of plans based on construction manager markups. In addition, due to the short turnaround time available for this project, Consultant should be prepared to begin work immediately upon award of contract.

II. Description of Project

This project is one of several projects which are scheduled for the summer of 2013. It involves the replacement of multiple sewer mains on various streets throughout the city. In addition to the sewer replacement, some of the streets will also be reconstructed. This will include the grinding and replacement of asphalt, the replacement or repair of curbs and gutters, and the installation of ADA curb ramps. The replacement of some substandard or damaged sidewalks and driveway ramps may also be included. Storm drain pipes which are deteriorated or broken will be replaced with similarly sized HDPE pipe.

The sewers scheduled to be replaced with street reconstruction are as follows:

Street Name	Sewer	Length	# Laterals
Azalea Drive	8" VCP	205'	6
Vasco Drive	6" VCP	340'	0
Vasco Drive	8" VCP	267'	1

The sewers scheduled to be replaced without street reconstruction are as follows:

Street Name	Sewer	Length	# Laterals
Azalea Drive	8" VCP	205'	6
Buena Vista Ave.	6" VCP	156'	1
Lovell Avenue	6" CI	TBD'	1
Oakdale Ave	6" VCP	496'	8

The sewers scheduled to be replaced located in easements are as follows:

Underhill Road	6" VCP	135'	2
Vasco Drive	8" VCP	267'	1

Project plans and specifications shall include the following:

- Replacement of sewer mains and lateral tie-in connections to the main
- Replacement of selected curbs and gutters
- Replacement of selected sections of sidewalk
- Replacement of selected driveway aprons
- Installation or upgrading of curb ramps.
- Asphalt overlay including digouts where necessary

III. **Scope of Work**

The Design Consultant is expected to provide requested engineering services necessary for the design of this project. Throughout the duration of the project, the Design Consultant shall perform the following services to include, but not be limited to, the following:

A. Project Administration

- Conduct one kickoff and a minimum of three (3) progress meetings with City staff and other appropriate entities during design process.
- Provide the City with biweekly progress reports that include budget and schedule status, issues resolved and un-resolved, as well as next steps.
- Provide biweekly reports from sub-consultants.
- Conduct at least one public meeting with neighborhood residents and businesses.

B. Site Investigation and Survey

- Participate in kick-off meeting to confirm scope of work, schedule, budget, and availability of project documents; review project goals, discuss format of deliverables, and clarify responsibility for each party.
- Gather existing background documentation including but not limited to:
 - Traffic reports and data
 - Mapping and aerial photographs
 - Utility locations
 - Design standards, details, and specifications
 - Funding and permit information
 - City contract documents
 - Closed Caption Televised Inspection of sewer and storm drain lines
- Provide topographic survey sufficient for design with spot elevations as necessary to verify existing conditions and ADA compliance of curb ramps.
- Provide a digital video of existing drainage on street and surface storm drain improvements during a rainfall event

- Provide CCTV inspection of sewers and storm drains if existing documentation does not exist of facilities within the project area.
- Coordinate the relocation of existing utilities.
- Evaluate condition of existing sidewalks, gutters, curb ramps and driveway aprons.
- A site visit to determine potential constraints to the proposed construction.
- After all survey and evaluations are complete, and before beginning design, the consultant shall evaluate the scope of the project and the design options, then meet with the City to determine if adjustments to the scope or design of the project are necessary to remain within project budget limits.

C. Plans, Specifications, and Estimate (PS&E)

- Construction details shall provide spot elevations as necessary to Develop and submit 30% concept engineering plans, probable cost estimate, and preliminary technical specifications.
- Develop and submit 60% preliminary engineering plans, updated engineer's estimate, and draft technical specifications.
- Develop and submit 95% preliminary engineering plans, updated engineer's estimate, and final draft technical specifications and contract documents.
- Develop and submit final PS&E to include final plans, construction costs, specifications, and contract documents ready for reproduction.
- All drawing submittals shall include the following: three (3) sets of full sized hard copy paper plans. An electronic copy of the plans including a complete e-transmit of AutoCAD files with all x-refs and pen settings, and a PDF copy of all drawing sheets submitted.
- Specifications submittals shall include three (3) hard copy paper documents, along with the electronic copy of the document and a PDF copy of the document as well.

D. Bid Period Services Requirements

- Assist the City in advertising for construction.
- Coordinate and attend the pre-bid meeting.
- Answer questions from bidders during the advertising period.
- Prepare technical and design-related addenda as required.
- Coordinate and attend the preconstruction meeting.

E. Construction Phase

- Review and prepare a written evaluation of shop drawings and contractor's submittals.
- Assist the City in processing change orders by providing written recommendations.
- Respond to RFIs and questions the contractor and / or construction manager might have.
- Prepare As-Built drawings per construction manager markups.

F. Other Services

- The Design Consultant may provide a scope of work for other services that the consultant deems necessary for the success of the project. The cost of the additional services must be identified in the fee proposal which shall be submitted separately.

IV. General Terms and Conditions

The City reserves the right, at its sole discretion, to determine whether or not any aspect of a proposal satisfactorily meets the criteria established in this RFP. The City reserves the right to seek additional clarification or information from the consultant, to confer with any consultant, and to reject any or all proposals with or without cause. In the event that the RFP is withdrawn by the City, the City shall have no liability to any consultant for any costs or expenses incurred with the preparation of a proposal or related work. The cost of preparing, submitting, and presenting a proposal is at the sole cost and expense of the Consultant.

The City reserves the right to approve all key personnel, individually, for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or the replacement is agreed upon by the City. The City must approve replacement staff before substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract, should the City consider such a replacement to be for the good of the project.

For inquiries regarding this RFP, contact: [Nathan Valles](#), Project Manager
City of Mill Valley
moe.eng@cityofmillvalley.org

All contact should be via e-mail addressed to moe.eng@cityofmillvalley.org. The subject line should read **“QUESTIONS REGARDING 2013 STREET AND SEWER RFP”**

Please provide five (5) copies of proposals to City of Mill Valley, no later than 2:00 PM on, [January 10, 2012](#). Late submittals will not be accepted and will be returned unopened to sender.

Please submit cost proposal in a separate sealed envelope marked “CONFIDENTIAL – 2012 Street and Sewer Project” along with proposers name and address.

Proposals should be addressed to: City of Mill Valley, Department of Public Works
Attn: [Jill Barnes](#)
26 Corte Madera Avenue
Mill Valley, CA 94941

V. Proposal Format

The proposal, excluding cover letter, should not exceed 40 single sided 8-1/2" X 11", and it shall have a minimum font size of 11 pt. The proposal shall be printed double sided (resulting in a maximum of 20 sheets), bound, with tabs separating sections. Supplemental information such as firm brochures and similar project deliverables can be included within the submittal.

1. **Cover Letter:** Identify the prime consultant and describe any subcontract arrangements. Identified the name of the individual authorized to negotiate the contract on behalf of the consulting firm. The latter should sign the cover letter.
2. **Project Understanding and Approach:** Describe your understanding of the project and describe your approach to meeting the task objectives outlined in this RFP. Include additional information that may be deemed appropriate to complete the services. In addition to items you identify, please discuss:
 - a. What experience does your firm have working with the City of Mill Valley on similar projects?
 - b. What experience does your firm have with sewer main replacement projects and street improvements?
 - c. What experience does your firm have in working with current ADA guidelines and accessible designs?
 - d. What anticipated issues should this project consider prior to and/or during the course of design and/or construction? What measures are recommended to avoid these issues?
3. **Organization Chart:** Describe your team organization, including the qualifications of the prime consultant and any sub-consultants included in the team. Please provide evidence of your team's experience in each of the areas identified in this proposal, with emphasis on those relating to similar projects.
4. **Staffing Plan:** Identify key team members and their relevant experience. This section should present staff that will actively participate in the project. Include a statement that these key team members will not be removed or reassigned without prior approval of the City. Staff must have professional registrations and certifications for engineers. Provide a full resume for each team member.
5. **Work Plan / Schedule/ Deadlines:** Provide a proposed work plan. To satisfy funding requirements, The City of Mill Valley would like to begin Construction in June of 2013, and complete construction prior to October 2013. Provide a detailed description of services your firm anticipates to be performed for this project. The description shall include:
 - a. Identification of major tasks or range of tasks anticipated to complete design.
 - b. A schedule of expected start dates, milestones, and completion dates for each task.
 - c. If you believe that the proposed schedule for design is impractical, please explain why.
 - d. Estimated hours to complete each task and level of effort from identified key staff.

6. **Project Cost:** provide a project cost table showing the cost for each task, as outlined in this RFP. Include level of effort and billing rate for each person. Identify overhead rates and all other applicable charges. Fixed costs should be separately identified and tallied. The maximum available budget for Design services is \$ 200,000.

7. **References:** Provide at least three (3) relevant references for each key project staff member. References must be from similar work performed within the last three (3) years and should include name, affiliation, and current phone number, as well as a brief description of the project and role of each member.

8. **Professional Services Contract:** indicate your willingness to accept the terms and conditions in the Sample of Agreement for Consultant Services (appendix A).

9. **Required Forms:** Complete and include all of the forms in appendix C.

VI. Method and Criteria for Selection

The City will award federally funded Architectural and Engineering (A&E) contracts on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications per the provisions of the Brooks Act (40 USC 544) and 23 CFR, Section 172.

Based on the evaluation of submitted proposals, a list of the top qualified Consultants will be established. Consultants may be requested to participate in an oral presentation. Upon completion of the proposal evaluations and interviews (if requested), the Consultants will be ranked and the top-ranked firm will be identified. If for any reason an acceptable contract cannot be negotiated with the top ranked Consultant, negotiations will commence with the next ranked Consultant.

The City reserves the right to select the top-ranked consultant solely based on the written proposal.

The following technical criteria and their relative weights will be used to evaluate and rank the consultant proposals:

Understanding of the work to be done	25%
Experience with similar kinds of work	20%
Quality of staff for work to be done	15%
Capability of developing innovative or advanced techniques	10%
Familiarity with state and federal procedures	10%
Financial responsibility	10%
Demonstrated technical ability	10%
Total	100%

VII. Schedule of Work

Timeline

Deadline to Submit Questions	<u>January 3, 2013</u>
Deadline to submit Engineering Design Proposal	<u>January 10, 2013</u>
Complete Evaluation	<u>January 15, 2013</u>
Award Engineering Design Contracts	<u>January 21, 2013</u>
Complete 30% PS&E	<u>February 22, 2013</u>
Complete 60% PS&E	<u>March 22, 2013</u>
Complete 95% PS&E	<u>April 19, 2013</u>
Complete Final PS&E	<u>May 3, 2013</u>
Advertise and Begin Construction Bidding Process	<u>May 6, 2013</u>
Award Construction Contract	<u>May 28, 2013</u>
Begin Construction	<u>June 17, 2013</u>
Complete Construction	<u>TBD</u>
Complete As-Built Plans	<u>TBD</u>

Appendix A: Sample Agreement for Consultant Services

CITY OF MILL VALLEY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Mill Valley, California, as of _____, 20__ by and between the City of Mill Valley, a municipal corporation (the "CITY") and _____ ("CONSULTANT"), who agree as follows:

1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

City of Mill Valley, a municipal corporation

Consultant

By: _____

By: _____

Print Name: Jim McCann

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

****** Please see # 4 on Instruction page.**

Approved as to form:

Gregory Stepanicich, City Attorney

EXHIBIT "B"

PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

Personnel

Hourly Rate

2) In consideration of the services provided, the CITY agrees to pay the CONSULTANT an amount not to exceed \$_____ unless additional payment is specifically authorized in writing by the CITY.

3) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the _____ for the same.

4) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the City of Mill Valley.

EXHIBIT "C"
GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and

including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS. (**For Design Professional, delete this section and use section below)

CONSULTANT shall indemnify, defend and hold harmless entity and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the entity.

**** For Design Professional:**

10) INDEMNIFY AND HOLD HARMLESS.

a) Design professionals are defined as licensed architects, landscape architects, engineers, and land surveyors. Construction management professionals or inspectors are not design professionals.

b) In connection with its design professional services, CONSULTANT shall hold harmless and indemnify the CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and cost of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement. There is no duty to defend but the City has the right to reimbursement of attorney's fees and costs of defense based on the fault of the Consultant.

c) In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section (b), CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts of omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT'S duty to defend pursuant to this Section B shall apply independently of any prior, concurrent or subsequent

misconduct, negligent acts, errors or omissions of Indemnitees.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Marin County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

15) JURISDICTION AND SEVERABILITY. This Agreement shall be administered and interpreted under the laws of the State of California and the City of Mill Valley. Jurisdiction of litigation arising from the Agreement shall be in the courts of the State of California. If any part of this Agreement is found in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.

EXHIBIT “D”
INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

1) **MINIMUM SCOPE AND LIMITS OF INSURANCE**

a) Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall contain an endorsement naming the City, its officers, officials, employees and volunteers as additional insured, and stating that such insurance is primary and will not contribute with any self-insurance or insurance maintained by the City.

b) Automobile Liability Insurance for owned, hired and non-owned automobiles with minimum limits of \$1,000,000 per accident.

c) Professional Liability Insurance: Omitted

d) Workers' Compensation Insurance: Omitted

2) **INSURANCE PROVISIONS**

a) Deductibles and self-insured retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. All policies of insurance shall provide that coverage will not be canceled without thirty (30) days' prior written notice to the CITY.

b) Acceptability of insurer. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to the CITY.

c) Verification of Coverage. Prior to commencement of work, CONSULTANT shall furnish the CITY with certificates of insurance and required endorsements evidencing compliance with requirements in Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies effecting the coverage required by these specifications.

d) Sub-contractors. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

Appendix B: Project Location and Exhibit of Improvement