

**CITY OF MORRO BAY**  
**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**Audit Services**



PROPOSALS MAY BE  
MAILED OR DELIVERED IN  
PERSON TO THE  
CITY OF MORRO BAY  
Attn: Dana Swanson  
AT 595 Harbor Street, Morro Bay, CA 93442

RFP RELEASE DATE: March 04, 2021

PROPOSALS MUST BE RECEIVED BY 4:00  
P.M. (Verizon Time) ON THE DATE INDICATED  
BELOW:  
April 30, 2021

**CITY OF MORRO BAY**

**AUDIT SERVICES AND PREPARATION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT  
REQUEST FOR PROPOSALS**

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## INTRODUCTION

The City of Morro Bay (City) is requesting sealed proposals for Audit Services and Preparation of the Comprehensive Annual Financial Statement for the fiscal years ending in June 30, 2021, 2022, 2023, 2024, 2025 and two possible one-year extensions for fiscal years ending June 30, 2026 and 2027. **All proposals must be received by the City, no later than 4:00 pm (Pacific Standard Time) on Friday, April 30, 2021.** The original signed proposal is to be submitted in sealed packages with the name of the Certified Public Accounting Firm clearly marked on the outside of the package. An electronic copy (PDF) of the signed proposal shall also be submitted. To be considered, both the hard and electronic copies of the proposal shall be submitted to the City Clerk of the City of Morro Bay **no later than 4:00 pm on Friday, April 30, 2021.** If the City does not receive the signed proposal or the electronic submission by the deadline the proposal shall be deemed late. Late proposals will not be considered.

Proposal must be responsive to the City's request. The City shall determine the most responsive and qualified auditor (aka consultant) providing the best service at the most reasonable cost. Cost alone shall not be the determinative factor.

The request for proposals does not obligate the City to award a contract or complete the project and the City reserves the right to cancel the solicitation if deemed in its best interest. There is no expressed or implied obligation for the City to reimburse respondents for any expenses incurred in preparing proposals in response to this Request for Proposals (RFP), including any expenses incurred due to participation in this RFP process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that firm is ultimately selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between the City and the firm selected.

The City wishes to negotiate a fixed price contract with a "not to exceed" dollar total based on a clearly defined scope of work.

## BACKGROUND

The City of Morro Bay, population 10,762, is nestled on the Central Coast of California and is a prime hub City at the crossroads of Highway 1 and Highway 41. Morro Bay is just 12 miles north of San Luis Obispo.

The City is a general-law City that operates under a Council-Manager form of government, with a five-member City Council comprised of four Council Members elected at large with overlapping terms of four years and a Mayor elected at Large for a term of two years. The City Council appoints the City Manager and City Attorney. The City is divided into departments that provide a full range of municipal services, including police, fire, public works, community development,

administration, Harbor, Water, Sewer and operates a wastewater treatment plant and is in the process of constructing a new wastewater treatment plant. Information regarding the City and its organization, such as governmental structure, services provided, the current Operating and Capital Budgets and Comprehensive Annual Financial Report, is available on the City website at [www.morrobayca.gov](http://www.morrobayca.gov)

The city has an operating budget for Fiscal year 20/21 of \$96,500,000 of which \$52,300,000 is capital projects. Approximately 90 full-time employees and accounts for 57 different funds as follows:

General & Associated Funds	3
Account Groups	2
Special Revenue Funds	26
Capital Projects – General Gov’t	1
Internal Service	6
Enterprise & Capital Project Related	16
Trust & Agency	3

There are no component units used by the city.

The city has consistently received clean audit opinions and in the most recent three fiscal years has had no major audit adjustments proposed. Internal control recommendations for improvement starting in fiscal year 2016 had all been implemented by fiscal year 2019 and no new findings were identified in the most recent audit for fiscal year ending June 30, 2020. The city has applied for and received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for fiscal years ending June 30, 2018 and 2019 and has submitted the financial statements for evaluation for the period ending June 30, 2020.

In 2018 the City Council of the City of Morro Bay affirmed the City’s Goals. City Goal #1 is Financial Sustainability and Economic Sustainability,

Keeping the City’s Goal of Financial Sustainability and Economic Sustainability in mind, the purpose of the requested services is to ensure the City maintains internal control procedures to protect from fraud or misappropriation and report accurately the financial position of the city’s funds.

The last request for proposal for audit services was issued in 2015 for the five-year period ending June 30, 2020 with the possibility of two one-year extensions.

## OBJECTIVE

The objective of the RFP is to receive proposals for Audit Services and Preparation of the Comprehensive Annual Financial Report that includes audit of all financial transactions for the city's funds and separate financial reports for the City of Morro Bay, and its Transportation Development Act Funds comprised of the Transit Enterprise Fund, Bike Path Special Revenue Fund and Local transportation Roads Special Revenue Fund. In addition, the audit should incorporate year-end preparation of the State Controller's Reports for Cities Financial Transactions, Annual Street Report, and Transit Operators Annual Financial Transactions Report. Lastly, consistent with the California State Constitution, an audit of the City's Gann Limit should be conducted.

## PROJECT SCHEDULE

Below is the desired schedule for initiation of this project; however, dates may be subject to change and adjusted, as necessary.

RFP Issued	March 04, 2021
Request for Clarifications due	April 05, 2021
Clarification Responses Provided	April 12, 2021
Proposal Submittal Deadline	April 30, 2021
Review of Audit Proposals	Week of May 10, 2021
Contract awarded by City Council	June 8-22, 2021

## SCOPE OF SERVICES

The City desires an Audit Opinion and Comprehensive Annual Financial Report (CAFR) to be prepared by the independent auditor for the fiscal year ending June 30, 2021, and each of the subsequent years of the contract (June 30, 2022, 2023, 2024 and 2025) and two possible carryover years 2026 and 2027. The City annually submits the CAFR to the Government Finance Officers Association (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting program.

### A. *Scope of Services*

The scope of services will include, but is not limited to, the following:

1. The audit firm will perform an audit of all funds of the City. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller of the United States.

2. The City desires the auditor to prepare a CAFR. The CAFR will be prepared in accordance with the latest Governmental Accounting Standards Board (GASB) pronouncements, as required. The cost of preparing a CAFR should be separately presented in the cost proposal.
3. The audit firm will express an opinion as to the fair presentation of the basic financial statements of the City, in accordance with GASB, and applicable laws and regulations. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A), and required supplementary information pertaining to the General Fund and each major fund of the City. The audit firm will provide the City with assistance in developing necessary charts and tables for the MD&A based on data presented in the CAFR.
4. The audit firm will perform financial audits on and prepare financial reports for the Local Transportation Funds - Transit and Non-Transit, for submission to the San Luis Obispo Council of Governments (SLOCOG).
5. The audit firm will be required to assist/train staff in development of year end entries to recognize pension and Other Post Employment benefit (OPEB) costs based on current actuarial reports.
6. The audit firm will review as part of the annual financial audit the City's Gann Limit pursuant to Article 13B Section 1.5 of the State Constitution.
7. The audit firm will perform a single audit, if required, on the expenditures of federal grants, in accordance with OMB Circular A-133, and render the appropriate audit reports on Internal Control over Financial Reporting, based upon the audit of the City's financial statements in accordance with *Government Auditing Standards*, and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards, required by OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings, and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings, where required. The audit firm submits the report to the Federal Clearinghouse.
8. The audit firm will express an opinion on the City's compliance with current governmental Generally Accepted Accounting Principles (GAAP); the audit firm shall also be required to provide assistance with the implementation of applicable GASB pronouncements not yet in effect, such as Statements 87 "Leases". The costs for these services should be included in the base proposal price and contractual agreement.
9. The audit firm shall issue a separate Report on Internal Control and Related Matters Identified in the Audit, typically referred to as a *Management Letter* that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.
10. The audit firm may prepare and submit the Annual State Controller's City Financial, Streets and Roads, and Transit reports; the cost for this service should be separately presented in the cost proposal.

11. The audit firm will be required to provide assistance in order to meet the requirements of the GFOA Award for Excellence in Financial Reporting program, including preparing answers to all GFOA comments and specific to completion to meet the filing deadline of December 31<sup>st</sup> each year.
12. The audit firm will be required to present to and discuss the final Comprehensive Annual Financial Report with the Citizens Finance Advisory Committee (CFAC) and City Council. CFAC meetings are held on the third Tuesdays of certain months. Council meetings are held on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month. Presentation to the CFAC and the Council shall be conducted during its first available meeting following the completion of the statements (CFAC and then the City Council).

*B. Auditing Standards to be Followed*

These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations or latest versions thereof, and the applicable laws, rules and regulations of the Transportation Development Act (TDA). The financial statements are to be prepared in accordance with the latest Governmental Accounting Standard Board (GASB) pronouncements and the audit is to be performed in accordance with generally accepted auditing standards, as required.

*C. Retention of Records*

The auditor will retain, at auditor's expense, audit working papers for seven (7) years, unless the firm is notified in writing by the City of the need to extend the retention period. In addition, the firm shall respond to reasonable inquiries of the City and successor auditors and allow the City and successor auditors to review working papers relating to matters of continuing accounting significance.

*D. Irregularities and Illegal Acts*

The auditor will communicate immediately, and in writing, all irregularities and illegal acts, or indications of illegal acts, of which the auditor becomes aware, to the following parties: City Manager, City Attorney, and Administrative Services Director.

*E. Insurance and Business License Requirements*

In order to provide services to the City, the audit firm must provide evidence of insurance, as outlined in Exhibit B.

The audit firm must maintain a current City of Morro Bay business license during the performance of this contract.

- F. The Consultant may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP. If the auditor feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal under this option. Any additional tasks should be articulated separately from the basic scope of services accompanied by a narrative explaining the scope of the additional task, the rationale for the task, the additional time needed to complete the task and the estimated cost of the additional task.
- G. The City reserves the right to modify the scope of services before the contract is awarded.

## **GENERAL**

### **Audit Planning and Mid-year Transaction Testing:**

In a coordinated effort between city finance staff and audit personnel the city requests that the audit firm organize and plan their planned work paper requests and sample selections to minimize last minute workload demands on internal staff, while still achieving a workplan that delivers the final product a Comprehensive Annual Finance Report in ample time for presentation and review by the Citizens Finance Advisory Committee (CFAC) in advance of the December 31<sup>st</sup> deadline for the GFOA Awards Program for Excellence in Financial Reporting.

The city would like respondents to describe their projected audit fieldwork plan that can be achieved consistently each year to meet a completion deadline prior to Dec 31. Below is a suggested timeline that would work for the internal Finance department of the city.

June 30 End of Fiscal Year

July 1-Sept 30 Audit entrance conference, internal staff prepares yearend accruals, accounts payable processing and audit workpaper production.

October 1-15 Final trial balance to auditors and fieldwork to start.

October 16 - Fieldwork completed and audit exit conference conducted

October 17 – November 15 Audit staff drafts Comprehensive Annual Financial Report (CAFR)

Nov 15 – December 1 Finance Staff reviews draft of CAFR and finalizes statistical section

December 2-9 City Prepares Management Discussion & Analysis (MD&A) and Transmittal Letter

December 20 Completion of CAFR and submission to GFOA in advance of 12/31 deadline

## City Requirements

The firm must comply with all relevant City requirements, such as a Morro Bay Business Tax, providing proof of insurance for at least the minimum required amounts, and executing a City contract for consulting services. Information about Morro Bay Business Tax is available on the City's website at <http://morrobayca.gov/DocumentCenter/View/8253>

Information about current insurance requirements is included in Attachment 2 as part of the City's Standard Consulting Services Contract Template and further described in Attachment 1: Special Conditions, of this RFP.

Note: Attachment 1 sets forth the special conditions applicable to this project.

## PROPOSAL FORMAT AND CONTENT

The Auditor (Consultant) shall be responsible for preparing an effective, clear, and concise proposal. The City is requesting one (1) bound signed paper copy and one electronic copy of the proposal, which must contain at a minimum the following information:

1. Letter of Interest: Please include a letter expressing the Consultant's interest in being considered for the project. Include a statement regarding the consultant's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultants and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.
2. Project Understanding and Approach: Please include a statement demonstrating your understanding of the proposed project. Describe your approach to completing the project successfully; methodologies and technologies you would employ; key milestones and processes you would employ. Describe what information you would expect the City to supply.
3. Relevant Experience: Please include information describing the Consultant's experience with auditing public agencies and preparation of Comprehensive Annual Financial Reports. Please provide a minimum of five (5) specific examples of Consultant's relevant experience on auditing cities and preparing Comprehensive Annual Financial Reports. At a minimum, the Consultant should provide a list of the most recent projects for which the Consultant has performed similar services of similar size, scope, and complexity. Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

Project Manager/Key Staff: Please include information about the specific relevant experience and billing rates for the proposed Project Manager and all other applicable staff. A Project Manager must be designated and must be the principal contact for the City. Information on the experience of the Project Manager (on similar projects) and at least two references for the Project Manager.

4. Proposed Scope of Services: Please provide a Proposed Scope of Services, which is based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.
5. Conflict of Interest Statement: The proposers shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. Particular attention should be paid to compliance with Government Code section 1090.
6. Comments on or Requested Changes to Contract: The City's standard professional services contract is included as Attachment 2 to this Request for Proposals. The proposer shall identify any objections to and/or request changes to the standard contract language in this section.
7. Cost Proposal: In a Separate Envelope marked cost proposal, provide the following:
  - a. Total All-Inclusive Not to Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses. Provide a budget for each major milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits, out of pocket costs and deliverables.
  - b. Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price. If additional tasks are proposed provide required information separately but as part of this section of the proposal (see Section F).

- c. Rates for Additional Professional Services: If it should become necessary for the City to request the successful firm to render any additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.
  
- d. Manner of Payment: Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the consultant's proposal. Interim billings shall cover a period of not less than a calendar month.

## **CRITERIA FOR SELECTION**

An evaluation committee will evaluate each respondent's relevant experience and expertise. Proposals will be evaluated based on the information presented in the RFP.

A two-step analysis will be employed. First, staff will review all submittals to ensure that the minimum requirements of the RFP are met. Secondly, an evaluation committee will review proposals for the following:

- Qualifications as they relate to this project (35%) in the order shown below:
  - Thoroughness and understanding of the tasks to be completed.
  - Background and experience in audit and CAFR production.
  - Staff expertise and overall experience of personnel assigned to the work.
  - Qualifications of proposed key personnel.
  - Communication Skills.
  
- Experience, integrity, and competence (30%)
  - Positive Reference Checks
  - Assignment of key staff with relevant experience
  
- Proposed Fees and Charges for Service (20%)
  
- Ability to provide the required services in a timely manner within the City's standard professional service agreement. This includes but is not limited to project management skills, key staff availability, oversight of project by senior auditor and partners and timely review of draft work product (15%)

The City reserves the right to interview any or all responding proposers and/or to award a contract without conducting interviews.

A recommendation for consultant selection will be made to the City Council based on the “best value” evaluation of the proposals/qualifications, which will take into account the consultant’s team’s qualifications, reference checks, comparable experience, and cost, as well as consultant’s availability to undertake the project, complete the tasks timely and deliver a high-quality work product, ability to comply with the City’s standard professional service agreement.

All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on the lowest cost proposal submitted. Total cost will be taken into consideration, but the Consultant’s capabilities, competence and capacity will be considered as well. The City reserves the right to choose the overall best proposer according to the City’s criteria. The City, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City’s decisions will be final.

The above factors, along with other factors that the City may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award. The decision of whether to award a contract and selection of a consultant will be in the sole discretion of the City Council.

## **PROPOSAL REQUIREMENTS**

### **General Requirements**

The City will not give verbal answers to clarifications regarding information in this RFP, or verbal instructions prior to the submission deadline. All clarifications shall be submitted in writing. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Consultant accepting verbal directions. Any explanation desired by a Consultant must be requested of the City representative listed below in writing no later than April 23, 2021 at 4:00 p.m. (Pacific Standard Time).

Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be made to:

Sandra Martin  
Accounting and Budget Manager  
City of Morro Bay  
595 Harbor Street  
Morro Bay, CA 93442  
(805) 772-6218  
[smartin@morrobayca.gov](mailto:smartin@morrobayca.gov)

**Submission of Proposal:** Proposals submitted by facsimile are not acceptable and will not be considered. The original signed proposal is to be submitted in sealed packages with the name of the Consultant and RFP title clearly marked on the outside of the package. An electronic copy (PDF) of the proposal shall also be submitted before the deadline. The Proposal (hard copy and PDF) shall be received by the City Clerk of the City of Morro Bay by 4:00 p.m. (Pacific Standard Time) on Friday, April 30, 2021 for a proposal to be considered. The Proposal should address the items listed below and be addressed to the following:

City of Morro Bay  
Dana Swanson  
City Clerk  
595 Harbor Street  
Morro Bay, CA 93442  
[dswanson@morrabayca.gov](mailto:dswanson@morrabayca.gov)

### **Format for Proposal**

To facilitate the review of responses, all responses are required to adhere to the following requirements with regard to their proposal. The City strongly encourages respondents to ensure that RFP submissions are succinct and clearly organized. If the proposal is not in this format or does not include all of the listed items, it may be deemed non-responsive. For ease of handling, all responses are to be provided in a standard 8 ½" x 11" portrait format with binding on the left-hand edge.

1. Title Page showing the request for proposals subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the materials submitted by section and page number.
3. Detailed Proposal following the order set forth in the Proposal Content.
4. Provide a timeline for the annual audits and preparation of the Comprehensive Annual Financial Reports, indicating dates for completion of the final reports.
5. Proposal not to exceed 25 pages in length.

# ATTACHMENT 1

## SPECIAL CONDITIONS

### **Contract and Insurance Requirements.**

The selected consultant shall be required to enter into a city-prepared Professional Services Agreement approved by the City Attorney. Consultants shall be prepared to accept the terms and conditions of the City's Standard Professional Services Agreement including all Insurance Requirements. The successful Consultants bid, and the terms and conditions stated in this RFP will be made part of the contract between the City of Morro Bay and the Consultant. This RFP outlines the specifications and requirements, but not necessarily all of the terms and conditions that will be incorporated into the final agreement between the City of Morro Bay and the successful Consultant.

- 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.

**Reservations.**

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the Consultant responding to this RFP, or parties they represent, for obtaining any of the information solicited.

**Public Records.**

All proposals submitted in response to this RFP become the property of the City. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

**Right to Cancel and Amend.**

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Consultants will be notified in writing.

**Additional Information.**

The City reserves the right to request additional information and/or clarification from any or all Consultants.

**Conflict of Interest.**

Consultant covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City. Consultant further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Consultant certifies that to the best of Consultant's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City.

**Release of Public Information.**

Consultants who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by the City must receive prior written approval from the City before disclosing such information to the public.

**Non-Assignment.**

If a contract is awarded, the selected Consultant shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of the City which shall not be unreasonably withheld.

**Collusion.**

Each Consultant certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The Consultant certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding Consultant, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding Consultants. More than one bid from an individual firm, partnership, corporation, or association under the same or different names may be rejected.

Reasonable grounds for believing that a bidding Consultant has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding Consultant is believed to have interest.

**Debarment.**

By submitting a proposal, the Consultant certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.

**Equal Employment Opportunity Compliance.**

The selected Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation, and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.

**Right to Audit.**

The selected Consultant shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The selected Consultant shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by the City or its designees.

**Drug-Free Workplace Requirements.**

Proposer will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that an unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person's or organizations policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation, and employee assistance programs; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee who works on the proposed Agreement will:
  - i. Receive a copy of the company's drug-free workplace statement; and
  - ii. Agree to abide by the terms of the company's statement as a condition of employment on the agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both if the City determines that any of the following has occurred: The Proposer has made false certification, or violated the certification by failing to carry out the requirements noted above. (Gov. Code section 8350 et seq.)

## ATTACHMENT 2

CITY OF MORRO BAY

### AGREEMENT FOR CONSULTANT SERVICES

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 \_\_\_\_\_, 2021, and shall remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_, 2026, 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 \_\_\_\_\_ Director 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 A, 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 }** 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}**. 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 of 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 B 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.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City if Consultant, or any of its officers, employees, agents, or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within City. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate with City by providing the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Morro Bay  
595 Harbor Street  
Morro Bay, CA 93442  
Attention: **City Clerk**

To Consultant:

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses and tax certificates required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

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: \_\_\_\_\_

By: \_\_\_\_\_

Scott Collins, City Manager

(Signature)

Attest:

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_

Its: \_\_\_\_\_

Dana Swanson, City Clerk

(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.