



Request for Proposal

Notice Requesting Proposals for Preparation of an Environmental Impact Report (EIR) for the Village D Specific Plan Project

RFP #201718-07

Introduction: The City of Madera is requesting proposals from experienced community development consultant firms or individual consultants to assist the City in preparing an Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) for the Village D Specific Plan Project. The project includes a Specific Plan, General Plan Amendment, and other related actions that would allow for the development of Village D, including rezoning and annexation into the City of Madera.

The City of Madera hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

The City reserves the right to reject any and all proposals and makes no assertions implied or otherwise that any discussions or comments made on the part of staff will form a binding commitment until such time as a formal agreement is ratified by the City Council.

Deadline for submittal is 3:00 p.m., Monday, February 5, 2018. Proposals received after 3:00 p.m. shall be returned unopened to the proposer.

Direct questions for clarification of this document shall be made in writing no later than 3:00 p.m. Monday, January 22, 2018. Written questions or inquiries should be emailed, mailed or faxed to:

Rosa Hernandez
City of Madera- Purchasing
1030 S. Gateway Drive
Madera, CA 93637
rhernandez@cityofmadera.com
FAX: (559) 661-0760

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SECTION 1: INTRODUCTION

Definitions

For the purposes of this RFP, the following terms shall have the meanings indicated:

1. "City" means the City of Madera.
2. "City Council" means the Council of the City of Madera.
3. "Bidder", "Vendor", "Supplier", "Consultant", and "Contractor" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Proposal.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal.

Information

The City of Madera is requesting proposals from qualified and experienced consulting firms to prepare an Environmental Impact Report (EIR). The EIR would support the development of "Village D" of the City's General Plan. The project includes a Specific Plan, General Plan Amendment, and other related actions that would allow for the development of project area, including rezoning and annexation into the City of Madera.

This RFP is specific to the preparation of the EIR, including all associated supporting documentation. The preparation of the Specific Plan and other associated land use planning entitlements will be completed by others. The successful consultant should anticipate a degree of collaboration with the preparers of the Specific Plan so as to integrate environmental analysis with planned development of the project area.

This Request for Proposal is being issued by the City of Madera Purchasing Department. Unless otherwise directed, all communications regarding this Request for Proposal should be directed to Rosa Hernandez, Procurement Services Manager.

The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by the City's Purchasing Division is the only method allowed with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing Division prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at www.cityofmadera.ca.gov/purchasing under Bid Announcement and Results.

Background

The City of Madera is located in the central San Joaquin Valley region of California, approximately 25 miles north of the largest city within the region, Fresno. Madera is bisected by SR 99 and the Union Pacific Railroad along a north south axis as well as

the Fresno River along the east west axis. Madera is the county seat of Madera County, and is the principal city of the Madera–Chowchilla Metropolitan Statistical Area.

The proposed “Village D” development project, hereafter referred to as the proposed Project, is located immediately west of and adjacent to the Madera city limits within the County of Madera.

The required Environmental Impact Report (EIR) will support the development of the Project. Entitlements integral to the adoption of the EIR include a General Plan Amendment, preparation of a Specific Plan, Rezoning and Annexation of the Project site, preparation of a Public Facilities Financing Plan (PFFP), Tentative Subdivision Map(s) and Precise Plan(s).

Most of the 2,763 acres within Village D are currently developed with intensive industrial agricultural activities.

SECTION 2: SCOPE OF SERVICES

Summary:

The City is seeking a consultant or team of consultants that can prepare an Environmental Impact Report and provide related services associated with the certification of the EIR. A complete description of the Village D Specific Plan Project is included within this RFP as Attachment 1.

Objective:

The project objective is the preparation of an EIR in support of the Village D Specific Plan Project. The City will select one firm from among the proposers, to complete this project.

Services:

The consultant will lead the effort and be assisted by City and applicant staff for the timely completion of the required documents.

The consultant must be familiar with the requirements of the California Environmental Quality Act within the preparation of an EIR, and must have demonstrated capacity to perform the tasks necessary to complete the project. The consultant, with City review, shall be primarily responsible for work related to completion of the project in conformance with required timelines. City staff may be available to provide assistance for work related to data collection, mapping, and analysis. It should be understood that the City has limited professional staff availability to support the project and will rely on the personnel, experience and expertise of the consultant to ensure all necessary components of the process and plan are completed in a timely manner.

Where appropriate, the summary narrative should provide tables, charts, graphs, and maps in order to enhance or illustrate the written narrative. The use of GIS, Excel and other graphic generating software is encouraged to provide clear, concise graphics as a

component of the EIR. The Consultant shall provide sufficient staffing and be available as needed to meet the estimated deadlines throughout the project.

Schedule

A recommended timeline is included as Attachment 2. The proposal should include a proposed timeline which satisfies the ultimate requirement that the EIR be presented to the City Council of the City of Madera for formal adoption prior to July 30, 2019.

The consultant should prepare their bid with the assumption that they will have primary responsibilities for coordination of activities, technical data gathering, surveys, analysis, maps, conclusions and optional actions that may be undertaken by the City. The consultant will be responsible for carrying out all aspects of the development of the EIR.

Required Submittals

1. Confirmation of an understanding of the project and discussion of the Consultant's approach to the completion of the Project.
2. A description of the key personnel who will be assigned to the Project. In light of the specific timeline, the City views the assignment of an experienced Project Manager as critical.
3. A brief summary of how each standard category of environmental effect will be evaluated in the EIR. This should include a notation as to whether a technical study will be completed or updated, and if so, by whom.
4. A description of the services that will be performed or provided, consistent with the Scope of Services included below.
5. A Project Schedule, which allows for a Planning Commission hearing no later than in June of 2019, followed by a City Council hearing prior to July 30, 2019.
6. A cost Proposal, indicating the personnel, hours, and associated cost for each task to be completed, including any work to be performed by sub-consultants, inclusive of all reimbursable items.
7. Scope of Services. The proposal must identify and incorporate all tasks required to produce a complete and legally defensible Draft and Final Environmental Impact Report, and to allow the City to certify the document and approve the project. The following scope of services has been preliminary identified by the City. If the consultant proposes tasks or deliverables which significantly depart from this preliminary scope of services, those tasks should be reviewed with the City in advance of submittal or proposed as optional.

Task 1: Kickoff Meeting

Attend an initial orientation meeting with City staff and the applicant to review the proposed project scope of work and confirm the elements that will be included in descriptions of the project and alternatives to the proposed project.

Task 2: Notice of Preparation

Consultant will prepare the Notice of Preparation (NOP) for the project, which will include a project description, project exhibits, and a discussion of environmental issues. Consultant will reproduce and distribute 35 copies of the NOP, including at least 10 hard copies. Electronic media may be used as necessary, beyond the 10 hard copies. No Initial Study

will be required, although a summary of environmental issues will need to be included.

Task 3: Caltrans Consultation

The Consultant will make available one or more representatives of the traffic engineering sub-consultant to attend an early consultation meeting with Caltrans. Consultant should anticipate that in conjunction with the preparation, review and modification to the technical traffic study that interaction with Caltrans will be required.

Task 4: Scoping Meeting

Consultant will coordinate with City staff to conduct a scoping meeting for the proposed project. Consultant will be responsible for collecting and compiling all information provided by the public for consideration in determining the issues to be analyzed in the EIR. Consultant will assist the City staff to determine the format, strategies, and content of the scoping presentation as well as in preparing and noticing the meeting, and preparing visuals, handouts, and other meeting logistics, as necessary.

Task 5: Administrative Draft EIR (ADEIR)

Consultant will prepare an Administrative Draft EIR and submit five hard copies to the City for review. Except as may otherwise be agreed to by City and Consultant during the course of preparing the ADEIR, the Administrative Draft will be complete and reflect the consultant's internal quality control standards. One set of unified City staff comments, inclusive of the project proponent's comments, will be provided to Consultant. The City will reconcile conflicting review comments among City staff, if needed, before giving comments to Consultant.

Task 6: Draft EIR

Consultant will respond to the City comments on the Administrative Draft EIR, complete necessary revisions, and publish the Draft EIR for public review. Once the product is deemed acceptable for public distribution, Consultant will take responsibility for distribution of the Draft EIR to the City and State Clearinghouse. A total of 45 copies of the DEIR will be required, at least 20 of which must be provided in hardcopy form. One camera-ready original of the Draft EIR (assumes technical appendices on CD in PDF format) shall also be provided. Consultant will prepare the notice of completion (NOC) and submit it to the State Clearinghouse with 15 CDs of the Draft EIR and Technical Appendices.

Task 7: Administrative Final EIR

Consultant will prepare written responses to comments received on the Draft EIR that raise significant environmental issues and submit them for City review after the close of the public comment period. Any changes, clarifications, or additions to the DEIR required in conjunction with the responses to comments will also be included. Five copies of the Administrative Final EIR will be submitted for City review. One set of unified comments, incorporating all City staff comments will be provided to Consultant.

Task 8: Final EIR

Consultant will revise the written response to comments based upon comments received by City staff. Consultant will reproduce and distribute 30 paper copies, plus one camera-ready original of the Final EIR.

Task 9: Meeting Attendance

- Attend a kick-off meeting, one public scoping meeting and two public hearings (such as Planning Commission and City Council) by the project manager.
- Conduct presentations, as required, regarding the EIR process and findings, and be available to answer questions that may arise at public hearings or meetings.
- Prepare handout materials regarding the EIR process, if needed. Meeting graphics depicting the project and other project description materials are assumed to be provided by the City and/or the project applicant.

Task 10: Mitigation Monitoring and Reporting Program

Consultant will prepare a Mitigation Monitoring and Reporting Program (MMRP) for each project complying with all applicable requirements, for adoption at the time of the CEQA findings.

Task 11: CEQA Notices

Prepare all CEQA-required notices in compliance with state legislation and guidelines. The NOP will be prepared under Task 2 above. This task includes the preparation of the notice of completion (NOC) and notice of determination (NOD) which will be prepared for each project.

Task 12: CEQA Findings

Consultant will prepare Draft Findings and Facts in Support of Findings for each potential significant effect identified in the EIR and prepare a Statement of Overriding Considerations for any unavoidable significant impacts associated with the project. As required by the State CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The Statement of Overriding Considerations will rely on input from City staff regarding the benefits of the project. Unless otherwise requested, Consultant will submit one electronic version of the Draft Findings of Fact and Statement of Overriding Considerations to the City for review and approval.

SECTION 3: PROPOSAL FORMAT AND CONTENT

Format

No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send three (3) copies of the completed proposals which will include; two (2) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Proposal should be 8 ½ x 11 inches, printed two-sided on recyclable paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal must be submitted in a sealed envelope addressed to Rosa Hernandez, Procurement Services Manager, Purchasing, City of Madera, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and a statement "**DO NOT OPEN UNTIL THE TIME OF BID OPENING**" and in addition, must be plainly marked on the outside as follows:

BID: Preparation of an Environmental Impact Report (EIR) for the Village D Specific Plan Project

RFP: 201718-07

Filing Deadline: 3:00 p. m., February 5, 2018

Content of Proposal

Firms desiring to respond shall submit proposals in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposals will be judged by their content and are encouraged to be as brief and concise as possible without sacrificing the clarity of the intended concept. The proposals should include, at the minimum, the following information in sectioned format:

1. **Introduction** - Present an introduction to the proposal indicating your understanding of the proposed project. If this is a joint venture, indicate who will be the prime contractor. Lists all subcontractors, if any.
2. **Qualifications** - Discuss the overall capabilities of the organization(s), considering the items listed in Section 3. Include a brief description of the firm's history, experience and organizational structure. Similar information should be provided for each joint venture participant and all subcontractors, if any, along with the area of discipline or participation and approximate percentage of their contribution.

If proposed to be a joint venture, a lead consulting firm shall be designated and shall be responsible for product delivery, project management for sub-consultant tasks and scheduling.

3. **Personnel** - Identify the person to be designated project manager and provide a detailed summary of his or her background. The project manager shall be expected to be available on all occasions for discussion with the lead agency and the technical advisory committee, and for public presentations. Submit an organizational chart showing the name of the project manager, other key personnel, and all supporting staff to be assigned to the project. A brief resume for each key person on the chart highlighting special qualifications relevant to their performance of each task should be included. The specific responsibilities of the project manager and other key

personnel should be detailed along with the anticipated total effort, expressed in percentages of person-hours to be provided by each member of the supporting staff.

4. Scope of Work and Approach - Present a summary of the approach your firm will utilize in accomplishing the primary objectives and scope of services as outlined above. The approach described in this section should include those components identified in the discussion above as well as any other areas your firm would recommend. Optional tasks should clearly be identified and distinguished from mandatory tasks.
5. Schedule - Address the firm's ability to respond in a timely manner by presenting a proposed work schedule. This schedule should reflect the time frame or period for completing the required tasks in a manner consistent with the scope of work.
6. References - List at least three (3) public agency clients for whom similar or comparable services have been or are being performed. A minimum of three references must address projects where the identified project manager for the Madera update proposal played a critical role. Include the name, along with the mailing address and telephone number, of their principal representatives who can respond to questions concerning those services you provided.

Cost Proposal

The Consultant shall provide a proposal which identifies the cost for task and sub task to be completed. The cost proposal shall be submitted in a separate, sealed envelope clearly marked with "Cost Proposal" and the name of the consultant/consultant team. The City intends to identify a preferred consultant based on the range of criteria identified previously in this Request for Proposals. The competitiveness of the cost proposal will be considered as one factor.

The cost estimate shall be in the form of a table, and shall identify:

- The level of each team member(s) to be involved in the task (e.g., Project Manager, Planner, Graphics, Administrative Support, etc.),
- The general activity to be conducted by that team member,
- The hourly rate associated with that position,
- The estimated total number of hours each identified position will spend on that task, and
- The total estimated cost for completion of the task.
- The potential for the task (or a percentage of a task) to be completed by City staff.

The activity breakdown should be sufficiently detailed to show the number of hours which are assigned for the Project Manager and each level of staff for each major task, as well as the level of effort for any subconsultants. The City understands that the hours ultimately worked on each task may differ from your original estimate; these changes may be handled internally by the consultant, provided that the budgeted

amounts for each major portion of work (and the overall budget) are not exceeded. The City will generally not support changes in the consultant's fee unless they are clearly related to changes in the amount or type of work requested by the City.

SECTION 4: ADMINISTRATIVE MATTERS

City Responsibilities

1. Compensate the consultant as provided in the contract agreement.
2. Provide a "City Representative", who will represent the City and who will work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who will provide the following services:
 - Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto.
 - Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
 - Process invoices submitted by Consultant.
 - Provide consultant with necessary documentation and/or information as is necessary.
 - Act as coordinator between Consultant and other City Staff.

The City will select one firm from among the proposers, to complete all phases of this project.

An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least sixty (60) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.

Cost of Preparation of Proposal

The City of Madera will not pay any costs incurred in the preparation, printing, interview, or negotiation process. All costs associated with preparing and presenting proposals shall be borne by the proposing consultants.

Request For Proposals Is Not A Commitment

This Request for Proposals is not a contract or a commitment of any kind by the City of Madera and does not commit the City to award a contract or to pay any costs incurred in the submission of a proposal. All proposals will become the property of the City of Madera, and may be made public by the City in any manner which the City deems appropriate, including posting on the City's web site. Do not provide information in your proposal or attachments which may not be provided directly to the public in an unaltered form.

SECTION 5: SELECTION PROCESS

Proposals received by the deadline will be reviewed to ensure that each has met the minimum submittal requirements outlined in this RFP. Proposals which do not meet these minimum requirements may be rejected or returned to the consultant for clarification. The City will use the following general criteria to select the consultant/consultant team for the preparation of the Environmental Impact Report (EIR) for the Village D Specific Plan Project:

- The firm's understanding of the project and its willingness to embrace the City's goals as expressed in this RFP.
- The firm's experience.
- Qualifications of the project manager.
- The firm's capability to perform the work tasks set forth in the scope of work.
- Ability to respond in a timely manner.
- Demonstrated ability to produce a complete and thorough product.
- Competitiveness of the cost proposal.

The City also reserves the right to reject all proposals or to make a final selection based on any other criteria or combination of criteria deemed appropriate at the City's sole discretion. The following general steps will occur in the selection process:

- The qualifications of each consultant/consultant team will be reviewed to ensure that the consultant/team is sufficiently qualified to perform all required services.
- The qualifications of individual staff members-particularly the project manager and those persons tasked with interfacing with City staff and stakeholder groups-will be reviewed to ensure that these persons possess sufficient experience to address the issues which will be faced in the preparation of the Environmental Impact Report (EIR) for the Village D Specific Plan Project.
- The consultants' proposed approaches will be reviewed for consistency with the requirements of this RFP.
- The consultants' proposed scopes of services will be reviewed for completeness, and for consistency with the proposed approach.
- The team's references will be checked.
- At the City's option, a short list of firms may be selected and invited to take part in an interview process which will include a brief presentation by the consultant and a question-and-answer session led by City staff. The size and make-up of the interview panel has not yet been determined.
- Staff will make a recommendation to the City Council, which will make a final selection and award a contract.

SECTION 6: SUBMITTAL DEADLINE

Three (3) signed copies of the firm's proposal must be delivered to the City of Madera-Purchasing Department by 3:00 P.M. on Monday, February 5, 2018.

Faxed or E-mail copies will not be accepted.

SECTION 7: ADDITIONAL REQUIREMENTS

Successful bidder will have indemnification and insurance requirements as indicated below. A City of Madera business license is also required prior to beginning work.

Insurance Requirements

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Indemnification Requirements

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

CITY OF MADERA
BID PROPOSAL AUTHORIZATION
RFP 201718-07

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____

PERSON PREPARING BID _____

POSITION _____

EMAIL ADDRESS _____

SIGNATURE _____

Note: This form must be completed, signed and submitted with your bid.