



REQUEST FOR PROPOSALS
FOR
COASTSIDE FIRE PROTECTION DISTRICT FIRE
STATION #44 REPLACEMENT DESIGN
SERVICES

Point of Contact: Jonathan Cox, Deputy Chief

PROPOSALS DUE: WEDNESDAY, NOVEMBER 30, 2022

**REQUEST FOR PROPOSALS (RFP)
COASTSIDE FIRE PROTECTION DISTRICT FIRE STATION #44 REPLACEMENT
DESIGN SERVICES**

INTRODUCTION

The Coastside Fire Protection District (District) is seeking proposals from architectural and engineering consultant (Consultant) to provide professional services for the planning and design of Coastside Fire Protection District Fire Station #44 Replacement Design Services.

BACKGROUND

Coastside Fire Protection District Fire Station #44 is located at 501 Stetson Street, Moss Beach, CA 94038. The current fire station is a one-story structure that includes bedrooms, offices, apparatus bays, kitchen and dining areas, living/day room, and a gym. The new fire station that will replace existing Station #44 will be constructed on the existing lot; therefore, the design is limited to the existing space available. The basic design of the new fire station shall include, but not be limited to a spacing program that was completed during a recently conducted feasibility study.

SCOPE OF WORK

The consultant chosen for this Project will be expected to develop the initial concept designs and ultimately move them through Design Development, permitting, and preparation of Construction Documents. In addition, the consultant will provide bid assistance and construction support through to the completion of the Project. The District expects to receive a “turnkey” design that comprehensively plans for all aspects of the facility and landscaping. This consultant chosen for these design services will build upon the recently completed feasibility study.

General Requirements:

1. The consultant shall provide architectural design, documentation, bid, contract administration, and construction management support services for the replacement fire station project.
2. The consultant shall be responsible for submitting completed documents for review and approval by the County (permitting agency). Drawings required for this submittal shall include, but may not be limited to:
 - a. Site Plan
 - b. Schematic Floor Plan
 - c. Preliminary Utility Plan
 - d. Schematic Building Elevations

- e. Conceptual Landscaping Plans
 - f. Exterior Color and Materials Sample Boards
 - g. A colored rendering of the station
3. Drawings will include color and material callouts, as well as colored building elevation drawings. No models are anticipated to be included in this submittal.
4. The consultant shall prepare construction documents and submit the final drawings to the County for permitting approvals.
5. The consultant shall be available for presentations to the board and during public meetings and present the design to various stakeholders. Proposal must assume at least three board meeting presentations and three community meeting presentations.
6. Make presentation to the Coastside Fire Protection District Board of Directors to describe project concept, design, and budget.
7. Make required modifications to schematic design to obtain schematic design approval.
8. After obtaining written approval of schematic design, proceed into design development.
9. Attend progress meetings with District staff as well as semi-regular coordination meetings.

Phase 1: Project Initiation

An organization and scoping meeting will be held with District staff:

1. Introduce the District staff to the consultant design team
2. Review objectives of the Project
3. Confirm overall Project Budget
4. Review scope of services
5. Confirm Project areas/boundaries
6. Collect available data, feasibility study materials, and published material
7. Prepare meeting and presentation schedule

Phase 2: Space Plan and Site Analysis Review

Analyze existing and built elements within the proposed project areas to guide design.

1. Natural Site Elements
 - a. Topographic Survey: The design consultant is responsible to have a topographic survey performed for the project site. Survey to provide information of grades to the nearest 0.1 ft., boundary lines, easements, existing vegetation, utility lines, manholes, valve cans, fences, curbs, sidewalks, streetlights, and other site elements that could impact the design.
 - b. Geotechnical Report: The design consultant is responsible to have a soils report produced for the project site.
2. Built Site Elements

- a. Lighting Study: The design consultant is responsible to perform a lighting study for the existing and proposed site conditions.
 - b. Existing Infrastructure: Investigate and plan for all needed changes to existing site infrastructure.
 - c. Pedestrian & Bike Access: Review existing pedestrian and bike access to and through the sites.
 - d. Permits, agreements, and easements: Investigate all requirements for construction.
 - e. Create a checklist of all permits required and impacts to schedule related to these permits.
3. Develop design program based on meetings with District staff during Phase 1.
 4. Refine existing feasibility study space programming based on project priorities, existing site elements and anticipated construction costs.
 5. Discuss design approach in moving forward with multiple concepts for Phase 3.

Phase 3: Develop Concept Designs

Develop at least three concept designs for building construction and site development, base needs identified for the Fire Station Building and the most effective and efficient use of space in terms of space programming for the building. Concept designs will take into consideration the program and construction elements of the existing site. It is anticipated that during this task that there will be multiple meetings between the District and the Design Team. Finalized concept/schematic designs will include at minimum the following items:

1. Site layouts, renderings, and schematics.
2. Budget level cost estimates; itemized costs for budgeting purposes.
3. Finalized schedules and project milestones including bidding and construction schedules.
4. Based upon a mutually agreed-upon program for site development, define schedule, produce schematic level site plan, floor plan, elevations, sections, diagrams, and narratives to describe structural, mechanical, and electrical designs.
5. Consultant shall review, analyze, and identify environmental impacts, including but not limited to, removal of vegetation, demolishing curb, gutter, and pavement areas, visual, tree canopy, parking, lighting, and construction impacts. Consultant shall be responsible for providing all documentation relating to the physical attributes of the Project as it relates to meeting CEQA analysis and approval requirements.
6. Consultant shall review, analyze, and identify storm water infrastructure to comply with regulations relating to storm water.
7. Prepare selected concept for review by District and County:
 - a. Upon selection of final concept by the District staff, the consultant shall update and prepare a final concept design.

- b. Final concept design shall be presented to the board.
- c. Exterior renderings of the final concept design shall be prepared for the County Planning Commission, and other regulatory agencies, as needed.
- d. Adjustments to the final concept design shall be made in coordination with District staff following the two previously listed meetings and as required by permitting agencies.
- e. Final concept design, exterior renderings, and a concept level cost estimate shall be prepared and presented to the District staff.

Phase 4: Design Development

Facility Design Documents - 60% Submittal. The design consultant is to prepare construction floor plans, building elevation and site plan estimates and specifications for the Project. Plans to meet all ADA requirements and include all structural details and specifications for proposed work.

Construction Package to include (including manufacturer's specifications, where required):

1. Existing Site Survey Plan
2. Demolition and Tree Protection Plan
3. Grading & Drainage Plan & Details
4. Street and Sidewalk Improvement Plan
5. Layout Plan
6. Mechanical, plumbing, and electrical designs
7. Preliminary interior material and color boards for review and selection
8. Preliminary fixture and furniture selections
9. HVAC Plan & Details
10. Lighting Plan and Details
11. Electrical Plan and Details
12. Fire Sprinkler Plan and Details
13. Fire Station Alerting Details
14. Alarm Plan and Details
15. Irrigation Plan & Details
16. Planting Plan & Details (including any impacts to existing trees)
17. Parking and Lighting Plan & Details
18. Security Camera Plan & Details
19. Storm Water Pollution Prevention Plan
20. Storm Water Mitigation Plan and required calculations for the Project
21. Written specification Package
22. Construction cost estimate

The design consultant is to prepare a construction cost estimate based on the cost analysis prepared in Phase 3 and value engineering to ensure the Project remains

within the construction budget. Consultant shall revise the project schedule to identify milestones.

At completion of this phase the plans may return to Planning Department or other permitting agencies, as required. This will depend on the significance of changes from the concept designs previously presented. Following these meetings, the consultant will be required to develop a phasing plan to budget requirements.

The design consultant shall submit 60% plans formally to the County and any other permitting agency, on behalf of the District for review. The District shall pay the County, or other permitting agency, directly for all permitting and design review fees. The consultant shall be responsible for completing all submission requirements. All comments from the review shall be incorporated in the 90% submittal.

Five (5) sets of 60% design plans for District and County review (11"x17"), five (5) sets of draft Technical Special Provisions and 60% level Construction Cost Estimate. Additionally, electronic sets of all 60% plans will be made available to the District.

Phase 5: Environmental Clearance

The Consultant shall prepare a California Environmental Quality Act (CEQA) analysis. The CEQA analysis should support the type of reporting warranted such as, exempt, Environmental Impact Report (EIR), negative mitigated declaration, or negative declaration. The District anticipates that an EIR will be filed and thus this item should be accounted for as part of the analysis. Deliverable includes CEQA analysis report and EIR.

Phase 6: Construction Documents

Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing, electrical and landscape plans. Required demolition plans must be included, as well as plans for continuity of operations for on-site communications equipment. Construction documents will incorporate geotechnical requirements and recommendations for soil preparation, foundation, and paving design. Construction Documents Phase – 90% and 100% Submittals

1. Confer with District staff to respond to and address permitting and community comments on Design Development phase drawings.
2. Revise and complete the construction documents (drawings and specifications) to a 90% submittal stage, based on the comments on the Design Development submittal. This submittal will be reviewed for final plan check by permitting staff and should include, the 90% and 100% complete construction plans, specifications and estimates, all appurtenant information and design analyses required for building permits, if required, such as final structural calculations and technical information for any equipment or furnishings not previously reviewed. Except for printing and binding, the 90% complete construction documents, from

a content viewpoint, should be ready for bidding with all technical specifications for site improvements, equipment and furnishings, value engineering, final cost estimate and phasing plan, 100% complete.

3. Final Statement of Probable Costs. A final statement of probable construction cost shall be prepared and submitted. This estimate shall be used as the District's estimate for bid comparisons and to establish the anticipated Construction Budget.
4. The design consultant shall submit applications for a Building Permit and any other required permits and shall be responsible for obtaining permit approval(s). The District shall pay permitting fees to permitting agencies directly. Consultant shall perform all required revisions to construction documents based on permitting departments' plan check comments and obtain all required permits.
5. Submit plans to local utility companies for review and obtain approvals, as needed. The District shall pay all utility application and permitting fees directly.
6. Five (5) sets of 90% design plans for District and County review (11"x17"), five (5) sets of draft Technical Special Provisions and 90% level Construction Cost Estimate. Additionally, electronic sets of all 90% plans will be made available to the District.

Construction Documents Phase – 100% Submittal/Bid Documents

1. Address final review and plan check comments from District staff, revise the construction documents, and furnish signed reproducible copies of the 100% complete construction documents (Plans, Estimates & Technical Specifications) ready for reproduction and binding for bidding purposes by the District. District staff will prepare and include the Notice Inviting Bids, Proposal Requirements and Instruction to Bidders, all required Proposal and Bond forms, and Conditions of the Contract.
2. Prepare or review bid schedule(s) in consultation with District staff.
3. Provide final original drawings and specifications use in the bid packages. Coordinate with and assist District in assembling bid packages.
4. Interpret and clarify contract documents for prospective bidders and assist in drafting bid packet addenda as required.
5. Attend a pre-bid walkthrough at the site with all interested prospective bidders.
6. Participate in bid opening, review contractor's detailed cost breakdown, and assist the District in evaluation of the bids.
7. Five (5) sets of 100% Plans, Specifications and Estimates (PS&E) for District and County review (11"x17" half size) and electronic submittal of the 100% PS&E. Additionally, electronic sets of all 100% plans will be made available to the District.

Phase 7: Basic Construction Observation and Contract Administration Services

This work shall consist of construction supervision and administration of the construction contract through the period of construction. The district anticipates an

eighteen-month construction period, from contract award through punch-list inspection and project acceptance. However, the contract administration services shall extend until the end of the project, regardless of actual construction time. The following services shall be provided:

1. Consultant shall attend the District construction conferences with the contractors at a minimum of twice per month.
2. Interpret contract documents (including all sub-contractor disciplines) for proper execution and progress of construction, including responding to contractor's Change Order Requests and Requests for Information and clarification, and issue Architect's Supplemental Instructions.
3. Make one scheduled site visit every week during construction to observe the project and prepare site visit reports for the District.
4. Consultant shall visit the site, attend job meetings, and prepare meeting notes for the District at appropriate intervals for the purpose of becoming generally familiar with, and to keep the District informed about, the progress and quality of the completed portion of the work, and to determine if the work will be in accordance with the Contract Documents when completed. The consultant shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or the safety precautions and program in connection with the work since these are solely the Contractor's rights and responsibilities under the Contract Documents.
5. Consultant shall report to the District on any deviations from the Contract Documents and on the progress of the Project.
6. Consultant shall review and take appropriate action upon contractor's Requests for Information and submittals such as Shop Drawing, Product Data, and Samples, for the purpose of checking for visual design concept and conformance in a timely manner to enable construction to proceed on schedule.
7. Consultant shall review and approve all shop drawings or materials submittals.
8. Consultant may authorize minor changes in the work that are consistent with the intent of the contract documents and do not involve an adjustment in the contract price and/or an extension of the contract time.
9. Consultant shall generate supplemental drawings and clarifications, if required, as a basic service.
10. Consultant shall provide all necessary architectural and other design services as required by the General Conditions of Contract for this Project, including submittal and shop drawing review, responding to Contractor requests for information, attendance at construction progress meetings, Project close-out, and other tasks that are referred to in the General Conditions of Contract for this Project.
11. Assist District in review of Contractor's initial and progress schedule. Assist in reviewing and processing contractor's progress payment requests and certifying the amounts due to the Contractor.

12. Consultant shall perform an inspection with the District, when requested by the Contractor, for the purpose of preparing a punch list of incomplete and/or unacceptable work for the District's review. Upon receiving notice from the Contractor that the punch list items are completed, consultant shall make a final inspection of the Project with the District for the purpose of signing off the completed punch list items in accordance with the requirements of the construction documents.

Additional Services

Additional services will be provided only as authorized in writing and on an hourly basis unless otherwise approved. Additional services must be brought to the attention of the District prior to commencement of the task and/or activity.

DISTRICT RESPONSIBILITIES

The District will provide access to any of the Coastside Fire Protection District Fire Stations upon advanced request from the Consultant. The District will also provide any existing studies or analysis, if available, for the consultant to review.

SCHEDULE OF SUBMITTALS

The District's target dates are as follows:

Release of RFP	October 3, 2022
Deadline for Questions	3:00 P.M. on Wednesday November 9, 2022.
District Response to Questions	November 16, 2022
Proposal due	10:00 A.M. on November 30, 2022
Possible interview with to firms	December 14, 2022
Design Contract Award	January 11, 2022
Completion of bid documents	September 2023 (tentative)
Construction Contract Award	November 2023 (tentative)
Completion Construction	December 2025 (tentative)

PROPOSAL FORMAT AND CONTENT

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall not exceed 20 single sided pages, excluding the cover

letter, resumes, rate schedule, references, other relevant information & exceptions, and cost. The proposal should contain the following elements in the exact order and segmentation listed below:

1. **Cover letter.** Describe your firm or team's interest and commitment in providing Consultant Services to the District. The letter shall be signed by a person authorized to negotiate a contract with the District.
2. **Staffing, Sub-consultants, Team Experience and Understanding of Project and Objectives.** Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar projects. Include an organization chart and provide a matrix including which projects team members have worked on together in the past. A discussion demonstrating the proposer's understanding of the project, the goals, the services to be provided, their significance to the overall District goals.
3. **Work Plan Approach and Schedule.** Discuss your firm's understanding of the scope of work to be performed and level of effort expected to be performed by each resource. Include an itemized table of estimated person hours by professional classification (or team member) to quantify the level of effort. Describe the method that will be used for scheduling, coordination, management of overall project costs, quality assurance/quality control, and list key or potential issues/risk you may deem critical to this project.
4. **Resumes.** Include single page resumes of the engineers, technicians, key personnel, and sub-Consultants (if any) to be assigned to the project. It is expected that designated key staff will remain for the duration of the project. Key staff substitution will be allowed only after an interview and concurrence with the District.
5. **Rate Schedule.** The consultant shall provide the most current rate schedule that includes the rates of all applicable staff that may be assigned to this project. \
6. **References.** Provide at least three references (name, agency, title, address, and telephone number) for recent similar or related work.
7. **Other Relevant Information & Exceptions.** Provide additional relevant information that may be helpful in the selection process including any exceptions taken to the District's standard agreement.
8. **Cost (In a separate, sealed envelope - Envelope "B").** The awarded firm shall be compensated based on all elements encompassed within RFP and, if applicable, associated Addendum. Price Sheet presented by the Proposer shall include price detail breakdown of all elements and tasks imperative to accomplish the services outlined in the Scope of Work. An itemized table of estimated person hours by professional classification (or team member) shall be identified, including, if applicable, subcontracted personnel.

Upon award, the district will present its standard Professional Services Agreement to the successful proposer, which the successful proposer shall be expected to

execute. A copy of the standard Professional Services Agreement is attached with this Request for Proposals. Proposers shall include in their proposals any requested edits or additions to this Agreement.

EVALUATION AND SELECTION PROCESS

Qualifications will be screened, and the top candidates will be reviewed by a selection committee. The qualifications for the top candidates will be verified and references will be checked. In reviewing the proposals, the District will carefully weigh:

- Consultant's understanding of the District's desires and general approach to completing the work
- Consultant's experience with contracts of similar complexity and magnitude
- Qualifications of the staff and sub-consultants being assigned to this project
- Demonstrated ability of the Consultant to perform high quality work, to control costs and to meet time schedules
- Ability to work effectively with District staff
- Cost
- Recommendations from clients, contractors, and other knowledgeable people
- Record of success on other fire station projects
- Claims and litigation history
- Accessibility to project/District
- Ability to prepare plans in accordance with the District's time schedule

Other qualifications/criteria as deemed appropriate by the Fire Chief, Board Land and Structures committee, or the panel reviewing the proposals. The selection process shall consist of the Deputy Chief in consultation with the District Land and Structures Committee reviewing the proposals in accordance with the criteria discussed above. One or more of the proposed bidders may be invited for interviews. The Deputy Chief and Land and Structures Committee will evaluate the respondents based on the interview and the written proposals. A recommendation will then be forwarded to the District's Board of Directors. The recommendation will be presented at a regularly scheduled meeting of the Board at which the respondent may be requested to attend.

ELIGIBILITY REQUIREMENTS

Each architectural consultant must formally comply with the following eligibility requirements:

- The Consultant shall be able to demonstrate experience in the design and construction of at least (5) fire stations.

- The Consultant shall be able to provide all the services required and must be able to furnish the insurance coverage requested by the District. These two items will not be negotiated.
- The Consultant's key personnel identified in the proposal shall be available for the entire duration of the project.
- The Consultant Project Manager, or a designate, shall be available for consultations at the District administration office withing two hours (travel time).

SUBMISSIONS GUIDELINES

Firms shall submit five (5) complete copies and one electronic version (supplied on disc included with the hard copies) of the proposal and one (1) copy of the cost's proposal in sealed envelopes (Envelope "A" and "B") bearing the caption "**Coastside Fire Protection District Fire Station #44 Replacement Design Services.**" The Consultant shall name the electronic file in the following format: "Consultant Name – Coastside Fire Protection District Fire Station #44 Replacement Design Services".

The proposal shall contain 8-1/2" x 11" sheet sizes for the text and 11" x 17" sheet sizes for any drawings. Proposals shall not be more than twenty (20) pages.

The envelope shall be addressed to:

Jonathan Cox, Deputy Chief
Coastside Fire Protection District
1191 Main Street
Half Moon Bay, CA 94019

Proposals may be submitted in person at the District headquarters office, or by mail, but must be received by 10:00 a.m. on Wednesday, November 30, 2022. It is the proposer's responsibility to ensure receipt. Late proposals will not be considered.

Any changes made by the District to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The District will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The District reserves the right to revise or withdraw this RFP at any time and for any reason.

All inquires regarding the proposal should be directed to Jonathan Cox, Deputy Chief via email, sent to jonathan.cox@fire.ca.gov Proposers are encouraged to submit their questions by 3:00 P.M. on Wednesday November 9, 2022. Responses to all questions will be compiled and posted to the District's website (www.coastsidefire.org) on or before November 16, 2022. It is the responsibility of the proposers to access the website for any changes or Addenda that may be posted.

RIGHT TO REJECT

The District reserves the right to reject any or all proposals and to award the contract based upon the qualifications of the firm and not necessarily based solely upon the price in accordance with Government Code Section 4525.

PROFESSIONAL SERVICES AGREEMENT
FOR
FIRE STATION 44 REPLACEMENT PROJECT SERVICES

This Agreement is made and entered into as of the _____ day of _____, 20____ by and between the Coastside Fire Protection District hereinafter called "DISTRICT" and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONSULTANT to provide professional services in the DISTRICT;
- B. That CONSULTANT is qualified to provide such services to the DISTRICT and;
- C. That the DISTRICT has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONSULTANT for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum _____ (\$ _____) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the DISTRICT Fire Chief (for contracts less than \$25,000) or DISTRICT Board (for contracts \$25,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to DISTRICT, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the DISTRICT Fire Chief (for contracts less than \$25,000) or DISTRICT Board (for contracts \$25,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the

CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the DISTRICT.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless DISTRICT, its Board, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, DISTRICT, its Board, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify Coastside Fire Protection District, its Board, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering DISTRICT's risks in form subject to the approval of the DISTRICT Attorney and/or DISTRICT's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the DISTRICT as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and DISTRICT

in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the Coastside Fire Protection District, its Board, officers, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to Coastside Fire Protection District, its Board, officers, employees, and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Board, officers, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to DISTRICT for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or DISTRICT.

DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Coastside Fire Protection District
1191 Main Street
Half Moon Bay, CA 94019
Attention: Fire Chief

CONSULTANT:
(Fill in CONSULTANT Name, Address, Phone Number, and Project Manager for CONSULTANT)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the DISTRICT's service area or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

COASTSIDE FIRE PROTECTION DISTRICT

Dated: _____

_____, DISTRICT Assistant Fire Chief

Dated: _____

_____,
Fire Board President

APPROVED AS TO FORM

Dated: _____

Jean Savaree, DISTRICT Attorney

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT
Authorized to Sign

EXHIBIT A

SCOPE OF WORK AND SCHEDULE FOR FIRE STATION 44 REPLACEMENT PROJECT SERVICES

SCOPE OF WORK

General Requirements:

1. The consultant shall provide architectural design, documentation, bid, contract administration, and construction management support services for the replacement fire station project.
2. The consultant shall be responsible for submitting completed documents for review and approval by the County (permitting agency). Drawings required for this submittal shall include, but may not be limited to:
 - a. Site Plan
 - b. Schematic Floor Plan
 - c. Preliminary Utility Plan
 - d. Schematic Building Elevations
 - e. Conceptual Landscaping Plans
 - f. Exterior Color and Materials Sample Boards
 - g. A colored rendering of the station
3. Drawings will include color and material callouts, as well as colored building elevation drawings. No models are anticipated to be included in this submittal.
4. The consultant shall prepare construction documents and submit the final drawings to the County for permitting approvals.
5. The consultant shall be available for presentations to the board and during public meetings and present the design to various stakeholders. Proposal must assume at least three board meeting presentations and three community meeting presentations.
6. Make presentation to the Coastside Fire Protection District Board of Directors to describe project concept, design, and budget.
7. Make required modifications to schematic design to obtain schematic design approval.
8. After obtaining written approval of schematic design, proceed into design development.
9. Attend progress meetings with District staff as well as semi-regular coordination meetings.

Phase 1: Project Initiation

An organization and scoping meeting will be held with District staff:

1. Introduce the District staff to the consultant design team
2. Review objectives of the Project
3. Confirm overall Project Budget
4. Review scope of services
5. Confirm Project areas/boundaries

6. Collect available data, feasibility study materials, and published material
7. Prepare meeting and presentation schedule

Phase 2: Space Plan and Site Analysis Review

Analyze existing and built elements within the proposed project areas to guide design.

1. Natural Site Elements
 - a. Topographic Survey: The design consultant is responsible to have a topographic survey performed for the project site. Survey to provide information of grades to the nearest 0.1 ft., boundary lines, easements, existing vegetation, utility lines, manholes, valve cans, fences, curbs, sidewalks, streetlights, and other site elements that could impact the design.
 - b. Geotechnical Report: The design consultant is responsible to have a soils report produced for the project site.
2. Built Site Elements
 - a. Lighting Study: The design consultant is responsible to perform a lighting study for the existing and proposed site conditions.
 - b. Existing Infrastructure: Investigate and plan for all needed changes to existing site infrastructure.
 - c. Pedestrian & Bike Access: Review existing pedestrian and bike access to and through the sites.
 - d. Permits, agreements, and easements: Investigate all requirements for construction.
 - e. Create a checklist of all permits required and impacts to schedule related to these permits.
3. Develop design program based on meetings with District staff during Phase 1.
4. Refine existing feasibility study space programming based on project priorities, existing site elements and anticipated construction costs.
5. Discuss design approach in moving forward with multiple concepts for Phase 3.

Phase 3: Develop Concept Designs

Develop at least three concept designs for building construction and site development, base needs identified for the Fire Station Building and the most effective and efficient use of space in terms of space programming for the building. Concept designs will take into consideration the program and construction elements of the existing site. It is anticipated that during this task that there will be multiple meetings between the District and the Design Team. Finalized concept/schematic designs will include at minimum the following items:

1. Site layouts, renderings, and schematics.
2. Budget level cost estimates; itemized costs for budgeting purposes.
3. Finalized schedules and project milestones including bidding and construction schedules.
4. Based upon a mutually agreed-upon program for site development, define schedule, produce schematic level site plan, floor plan, elevations, sections,

- diagrams, and narratives to describe structural, mechanical, and electrical designs.
5. Consultant shall review, analyze, and identify environmental impacts, including but not limited to, removal of vegetation, demolishing curb, gutter, and pavement areas, visual, tree canopy, parking, lighting, and construction impacts. Consultant shall be responsible for providing all documentation relating to the physical attributes of the Project as it relates to meeting CEQA analysis and approval requirements.
 6. Consultant shall review, analyze, and identify storm water infrastructure to comply with regulations relating to storm water.
 7. Prepare selected concept for review by District and County:
 - a. Upon selection of final concept by the District staff, the consultant shall update and prepare a final concept design.
 - b. Final concept design shall be presented to the board.
 - c. Exterior renderings of the final concept design shall be prepared for the County Planning Commission, and other regulatory agencies, as needed.
 - d. Adjustments to the final concept design shall be made in coordination with District staff following the two previously listed meetings and as required by permitting agencies.
 - e. Final concept design, exterior renderings, and a concept level cost estimate shall be prepared and presented to the District staff.

Phase 4: Design Development

Facility Design Documents - 60% Submittal. The design consultant is to prepare construction floor plans, building elevation and site plan estimates and specifications for the Project. Plans to meet all ADA requirements and include all structural details and specifications for proposed work.

Construction Package to include (including manufacturer's specifications, where required):

1. Existing Site Survey Plan
2. Demolition and Tree Protection Plan
3. Grading & Drainage Plan & Details
4. Street and Sidewalk Improvement Plan
5. Layout Plan
6. Mechanical, plumbing, and electrical designs
7. Preliminary interior material and color boards for review and selection
8. Preliminary fixture and furniture selections
9. HVAC Plan & Details
10. Lighting Plan and Details
11. Electrical Plan and Details
12. Fire Sprinkler Plan and Details
13. Fire Station Alerting Details
14. Alarm Plan and Details

15. Irrigation Plan & Details
16. Planting Plan & Details (including any impacts to existing trees)
17. Parking and Lighting Plan & Details
18. Security Camera Plan & Details
19. Storm Water Pollution Prevention Plan
20. Storm Water Mitigation Plan and required calculations for the Project
21. Written specification Package
22. Construction cost estimate

The design consultant is to prepare a construction cost estimate based on the cost analysis prepared in Phase 3 and value engineering to ensure the Project remains within the construction budget. Consultant shall revise the project schedule to identify milestones.

At completion of this phase the plans may return to Planning Department or other permitting agencies, as required. This will depend on the significance of changes from the concept designs previously presented. Following these meetings, the consultant will be required to develop a phasing plan to budget requirements.

The design consultant shall submit 60% plans formally to the County and any other permitting agency, on behalf of the District for review. The District shall pay the County, or other permitting agency, directly for all permitting and design review fees. The consultant shall be responsible for completing all submission requirements. All comments from the review shall be incorporated in the 90% submittal.

Five (5) sets of 60% design plans for District and County review (11"x17"), five (5) sets of draft Technical Special Provisions and 60% level Construction Cost Estimate. Additionally, electronic sets of all 60% plans will be made available to the District.

Phase 5: Environmental Clearance

The Consultant shall prepare a California Environmental Quality Act (CEQA) analysis. The CEQA analysis should support the type of reporting warranted such as, exempt, Environmental Impact Report (EIR), negative mitigated declaration, or negative declaration. The District anticipates that an EIR will be filed and thus this item should be accounted for as part of the analysis. Deliverable includes CEQA analysis report and EIR.

Phase 6: Construction Documents

Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing, electrical and landscape plans. Required demolition plans must be included, as well as plans for continuity of operations for on-site communications equipment. Construction documents will incorporate geotechnical requirements and recommendations for soil preparation, foundation, and paving design. Construction Documents Phase – 90% and 100% Submittals

1. Confer with District staff to respond to and address permitting and community comments on Design Development phase drawings.

2. Revise and complete the construction documents (drawings and specifications) to a 90% submittal stage, based on the comments on the Design Development submittal. This submittal will be reviewed for final plan check by permitting staff and should include, the 90% and 100% complete construction plans, specifications and estimates, all appurtenant information and design analyses required for building permits, if required, such as final structural calculations and technical information for any equipment or furnishings not previously reviewed. Except for printing and binding, the 90% complete construction documents, from a content viewpoint, should be ready for bidding with all technical specifications for site improvements, equipment and furnishings, value engineering, final cost estimate and phasing plan, 100% complete.
3. Final Statement of Probable Costs. A final statement of probable construction cost shall be prepared and submitted. This estimate shall be used as the District's estimate for bid comparisons and to establish the anticipated Construction Budget.
4. The design consultant shall submit applications for a Building Permit and any other required permits and shall be responsible for obtaining permit approval(s). The District shall pay permitting fees to permitting agencies directly. Consultant shall perform all required revisions to construction documents based on permitting departments' plan check comments and obtain all required permits.
5. Submit plans to local utility companies for review and obtain approvals, as needed. The District shall pay all utility application and permitting fees directly.
6. Five (5) sets of 90% design plans for District and County review (11"x17"), five (5) sets of draft Technical Special Provisions and 90% level Construction Cost Estimate. Additionally, electronic sets of all 90% plans will be made available to the District.

Construction Documents Phase – 100% Submittal/Bid Documents

1. Address final review and plan check comments from District staff, revise the construction documents, and furnish signed reproducible copies of the 100% complete construction documents (Plans, Estimates & Technical Specifications) ready for reproduction and binding for bidding purposes by the District. District staff will prepare and include the Notice Inviting Bids, Proposal Requirements and Instruction to Bidders, all required Proposal and Bond forms, and Conditions of the Contract.
2. Prepare or review bid schedule(s) in consultation with District staff.
3. Provide final original drawings and specifications use in the bid packages. Coordinate with and assist District in assembling bid packages.
4. Interpret and clarify contract documents for prospective bidders and assist in drafting bid packet addenda as required.
5. Attend a pre-bid walkthrough at the site with all interested prospective bidders.
6. Participate in bid opening, review contractor's detailed cost breakdown, and assist the District in evaluation of the bids.
7. Five (5) sets of 100% Plans, Specifications and Estimates (PS&E) for District and County review (11"x17" half size) and electronic submittal of the 100% PS&E. Additionally, electronic sets of all 100% plans will be made available to the District.

Phase 7: Basic Construction Observation and Contract Administration Services

This work shall consist of construction supervision and administration of the construction contract through the period of construction. The district anticipates an eighteen-month construction period, from contract award through punch-list inspection and project acceptance. However, the contract administration services shall extend until the end of the project, regardless of actual construction time. The following services shall be provided:

1. Consultant shall attend the District construction conferences with the contractors at a minimum of twice per month.
2. Interpret contract documents (including all sub-contractor disciplines) for proper execution and progress of construction, including responding to contractor's Change Order Requests and Requests for Information and clarification, and issue Architect's Supplemental Instructions.
3. Make one scheduled site visit every week during construction to observe the project and prepare site visit reports for the District.
4. Consultant shall visit the site, attend job meetings, and prepare meeting notes for the District at appropriate intervals for the purpose of becoming generally familiar with, and to keep the District informed about, the progress and quality of the completed portion of the work, and to determine if the work will be in accordance with the Contract Documents when completed. The consultant shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or the safety precautions and program in connection with the work since these are solely the Contractor's rights and responsibilities under the Contract Documents.
5. Consultant shall report to the District on any deviations from the Contract Documents and on the progress of the Project.
6. Consultant shall review and take appropriate action upon contractor's Requests for Information and submittals such as Shop Drawing, Product Data, and Samples, for the purpose of checking for visual design concept and conformance in a timely manner to enable construction to proceed on schedule.
7. Consultant shall review and approve all shop drawings or materials submittals.
8. Consultant may authorize minor changes in the work that are consistent with the intent of the contract documents and do not involve an adjustment in the contract price and/or an extension of the contract time.
9. Consultant shall generate supplemental drawings and clarifications, if required, as a basic service.
10. Consultant shall provide all necessary architectural and other design services as required by the General Conditions of Contract for this Project, including submittal and shop drawing review, responding to Contractor requests for information, attendance at construction progress meetings, Project close-out, and other tasks that are referred to in the General Conditions of Contract for this Project.
11. Assist District in review of Contractor's initial and progress schedule. Assist in reviewing and processing contractor's progress payment requests and certifying the amounts due to the Contractor.

12. Consultant shall perform an inspection with the District, when requested by the Contractor, for the purpose of preparing a punch list of incomplete and/or unacceptable work for the District's review. Upon receiving notice from the Contractor that the punch list items are completed, consultant shall make a final inspection of the Project with the District for the purpose of signing off the completed punch list items in accordance with the requirements of the construction documents.

Additional Services

Additional services will be provided only as authorized in writing and on an hourly basis unless otherwise approved. Additional services must be brought to the attention of the District prior to commencement of the task and/or activity.

SCHEDULE

Design Contract Award	January 11, 2022
Completion of bid documents	September 2023 (tentative)
Construction Contract Award	November 2023 (tentative)
Completion Construction	December 2025 (tentative)

EXHIBIT B
CONSULTANT'S FEE SCHEDULE

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: Coastside Fire Protection District (DISTRICT)
 1191 Main Street
 Half Moon Bay, CA 94019
 Attention: Fire Chief

Endorsement and Certificates of Insurance Required	Insurer	Policy No.
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)		
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

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

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

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the DISTRICT.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.
SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____