



CITY OF FORT BRAGG REQUEST FOR PROPOSALS

Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) for the Proposed Grocery Outlet

Deadline for Submittal: March 29, 2022 at 2:00 PM

INTRODUCTION

The City of Fort Bragg ("City") is seeking proposals from qualified firms interested in contracting with the City to prepare an Environmental Impact Report (EIR) for the proposed Grocery Outlet Project ("Proposed Project"), in accordance with the California Environmental Quality Act (CEQA) and the City's Local Coastal Program.

An Initial Study (IS) and Mitigated Negative Declaration (MND) was prepared for a proposed Grocery Outlet in Fort Bragg, which was circulated for a 30-day review period January 14 – February 16, 2021. It was adopted by the Planning Commission on June 9, 2021 and affirmed by the City Council on July 12, 2021. Due to a lawsuit, the applicant has vacated their existing permits and will reapply. They have requested that the City prepare an Environmental Impact Report.

BACKGROUND

The proposed site consists of 1.63 acres of land in the Coastal Zone and Commercial General Zone. The proposed project is a 16,000 ft² grocery store with a 54-space parking lot surrounded by urban uses, located at 825, 845, and 851 South Franklin Street, Fort Bragg. The proposed Project will require Planning Commission approval for the following: Coastal Development Permit, Design Review, and a Lot Merger.

The original application was submitted in 2019, and was reviewed by the California Coastal Commission, California Department of Fish and Wildlife, Caltrans, Fort Bragg Fire Department, Mendocino County's Department of Planning and Building Services, and City of Fort Bragg Public Works Department.

SCOPE OF SERVICES

The work of the environmental review team will be managed by, and under contract with, the City of Fort Bragg. This contract will include the following major tasks, some of which are detailed in the following sections:

1. Project Management
2. Kick off Meeting
3. Review Project Description, Prepare Initial Study, Issue Notice of Preparation (NOP)

4. Evaluation of existing technical information
5. Evaluation of environmental issues and identification of additional required technical information
6. Incorporation of technical information into the required environmental documentation
7. Consultation with State agencies in cooperation with City
8. Scoping session with the public
9. Prepare Administrative Draft EIR pursuant to the California Environmental Quality Act
10. Respond to internal review of Administrative Draft EIR
11. Prepare and circulate Draft EIR
12. Notice and hold public hearing on Draft EIR (Planning Commission meeting)
13. Prepare administrative draft of response to comments and draft responses sent to public agencies ten days before hearing
14. Internal Review of administrative draft of Final EIR
15. Prepare Final EIR and Response to Comments
16. Prepare CEQA resolution and required findings
17. Prepare Statement of Overriding Considerations
18. Participation and presentation of findings in meeting with Fort Bragg Planning Commission

Project Management. The Consultant will assign a Project Manager to be responsible for and oversee all aspects of the Consultant's work, provide quality control of work products, supervise sub-consultants (if any), assure work is accomplished within budget and on an agreed upon schedule. The Project Manager will prepare a schedule for the consultant team's activities, attend a kick-off meeting with City staff and key EIR staff members, and conduct weekly and/or biweekly phone check-ins with City staff during preparation of EIR sections in order to review EIR preparation activities, coordinate on EIR needs, and review any schedule or budget issues that may arise.

Kick-Off Meeting. Consultant will meet with City staff to review the scope of work and timeline. City staff will provide a complete set of all technical information.

Prepare the Notice of Preparation (NOP). The selected consultant will be asked to review the project description, identify any additional needs, and prepare the draft NOP, including an environmental scoping study that describes the topics to be analyzed in the EIR. (The City of Fort Bragg will be responsible for circulation of the Notice of Preparation to the appropriate local, State, and Federal agencies). All comment letters received during the NOP/scoping process, shall be included in an appendix to the EIR. In addition, a matrix indicating where comments are incorporated and responded to in the Draft EIR (DEIR) shall be provided.

Evaluate Existing Technical Studies. The consultant will review all pertinent documents and existing studies in order to analyze potential project impacts. A number of environmental studies have been prepared for the prior project. Data contained therein may be used to identify outstanding issues that require further analysis, and the technical information shall be utilized during preparation of the EIR. The City is prepared to provide all documentation related to the Proposed Project to the selected Consultant at the kick-off meeting. Based on an evaluation of the existing technical documents and the consultant team's recommendations, additional technical studies may be required.

Technical Evaluation of Issues. The consultant shall evaluate all factual information necessary to complete the analyses of issues of concern and incorporate this technical information into the environmental review. The process may include fieldwork, interviews and meetings, map and exhibit preparation. There may be the need for additional technical information, to prepare environmental documents, including additional botanical, avian, and marine mammal surveys.

Public Scoping Session. Participate in a public scoping meeting. Due to the extensive public interest in the project, the City will hold at least one public meeting to receive comments from the public on the proposed scope of the EIR. The consultant will be responsible for developing and presenting materials and information. The consultant will prepare a written summary of environmental issues raised at the scoping meetings. Additional scoping meetings with staff, public agencies, and the project proponents may be conducted at the discretion of the consultant.

Prepare Administrative Draft EIR. Prepare and submit an easily circulated and edited electronic version of an Administrative Draft EIR (ADEIR) to the City of Fort Bragg for review. The ADEIR will include an executive summary and a summary table of impacts and mitigation measures to facilitate comparison of impacts among the alternatives. The EIR shall be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Sections 21000 *et seq.*, and CEQA Guidelines, Title 14, California Code of Regulations 15000 *et seq.*

Respond to Internal Review of Administrative DEIR. An electronic copy (in Microsoft Word) shall be submitted to the City for review. City Staff will consolidate comments and prepare one set of City Staff comments for incorporation into the DEIR. The consultant will meet with City staff to discuss each section as necessary. City staff modifications must be incorporated into the DEIR. The consultant shall inform the City of any circumstances arising that may delay or change the contracted work program.

Prepare and Circulate Administrative Draft EIR. Following City review, the consultant will revise the Administrative Draft EIR based upon City direction. The consultant will be responsible for digitally submitting all text and graphic files of the Draft EIR including a Microsoft Word version of the text and a print-ready PDF of the final document, including all technical appendices. The Draft EIR will be distributed by the City. Public Noticing and hearing responsibilities will be undertaken by City staff.

Prepare Administrative Draft of Response. Based on the past level of interest in this project, the City anticipates receiving comment letters on the Draft EIR. Many of the comment letters are likely to cover similar concerns. Consultant shall prepare responses to comments.

Provide an Administrative Draft of Final EIR for City Review. Following the close of the DEIR comment period, the consultant will prepare an administrative draft Final EIR in the form of response to comments/errata document. This document will be circulated to City Staff for internal review.

Prepare Final EIR. The final EIR will be prepared including responding to City comments. A flash drive containing: 1) a Microsoft Word version of the Final EIR; and 2) photo-ready copy of final document, including all technical appendices, shall also be provided. The Final EIR will be distributed by the City. Public noticing and hearing responsibilities will be undertaken by City staff. The Final EIR will include as a minimum, the following:

- A list of all persons, organizations, and public agencies commenting;
- The Draft EIR;
- Copies of all written comments received on the Draft EIR;
- Responses to all environmental issues raised in the review process; and
- Revisions to the Draft EIR based on the responses.

Prepare required findings. The consultant will prepare the findings required by CEQA for certification of the Final EIR to be incorporated into resolution drafted by staff.

Public Hearing Before Planning Commission. The consultant shall be present at the public hearing to present and respond to questions related to EIR. Staff will prepare and present staff report and findings pertaining to planning entitlements.

PROPOSAL FORMAT

All proposals shall include the following minimum information:

Description of Organization, Management and Team Members. A description of the team/consultant organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager and the day-to-day contact person for the job.

Organization Qualifications. Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. A list of major projects, both ongoing and planned, to which the organization is committed during the time frame of this project should also be provided. Include the staff resources devoted to those projects and the status of the projects.

Scope of Work. The proposal should contain a description of each work task with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. Tasks should be organized into phases constituting measurable deliverables.

Proposed Project Schedule. The proposal shall include a schedule to undertake the work program. The proposed development project is subject to the California Permit Streamlining Act and the California Environmental Quality Act and the timeframes outlined within. The entire project should be completed within six to nine months.

Proposed Budget. Indicate the costs and hours for the total project (not to exceed amount), on a task-by-task basis and on a sub-consultant basis, inclusive of any reimbursable. The fee proposal may include a flat fee, an hourly fee, or a combination of both. If the proposer provides only an hourly fee, an estimated maximum fee should be provided as a guide for the City. Prices quoted must be binding for a minimum of the life of the project. The proposed scope of work should, at minimum, be presented in the required phases of the CEQA process.

References, Related Experience and Examples of Work. Provide at least three (3) client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team, type of work, implementation results or status, examples of work, and other relevant information as needed.

Standard Contract. Proposers should review the attached standard contract prior to preparing a submittal, and include any exceptions or questions regarding it in their proposals.

The primary services offered by the selected firm shall be environmental consulting. A background in environmental planning is preferred. Specifically, the City is looking for a consultant team with:

- A project manager with direct experience completing EIRs for projects within the California Coastal Zone.

- Team members with a successful track record of preparing EIRs that satisfy local, regional, and state environmental laws and regulatory agencies.

Project Deliverables:

- a) Facilitate project discussion at scoping meeting
- b) Potential Reports and Studies:
 - New/revised Geotechnical Report
 - New Cultural Resources Evaluation Report
 - New/Update of the Groundwater Recharge and Water Balance Evaluation Study
 - Drainage study
 - New/Revised water supply study
- c) Screen-check Draft Environmental Impact Report
- d) Administrative DEIR
- e) Draft EIR
- f) Draft Response to Comments and Statement of Overriding Considerations
- g) Final EIR
- h) Findings
- i) Ongoing progress meetings

Electronic copies of all deliverables are required to be submitted digitally as follows:

- All technical reports conducted by the consultant (all created maps should also be delivered in AutoCAD format)
- Original Draft EIR
- Original of the Administrative Draft EIR, including all technical appendices
- Revised Draft EIR, including all technical appendices
- Final EIR, including all technical appendices

RFP SCHEDULE

RFP Release Date	March 15, 2022
Deadline for Written Questions	March 22, 2022
Response to Questions Posted	March 25, 2022
Proposals due	March 29, 2022, 2:00 PM
There are no interviews for this RFP	

QUESTIONS

Written questions should be submitted by **March 22, 2022** and directed to:

Heather Gurewitz
 Associate Planner
 Community Development Department
 City of Fort Bragg
 416 North Franklin Street
 Fort Bragg, CA 95437
 Email: hgurewitz@fortbragg.com

All written questions will be answered and posted on the City’s website on an ongoing basis, with all final questions and responses to be posted on March 25, 2022.

Oral questions will not be taken or answered.

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, and two printed copies of the completed proposals and cost bid so that it is received by the City no later than **2:00 PM on March 29, 2022** to:
City of Fort Bragg
Attention: June Lemos, MMC, City Clerk
416 North Franklin Street
Fort Bragg, CA 95437
2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under contents.
3. Contents: Proposal shall contain the following information, in the following order:
 - A. Firm Description
Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
 - B. Relevant Experience
The consultant team should have experience in environmental consulting, CEQA and completing EIRs. Experience with the coastal act is useful. The detail of relevant project experience should highlight projects on which the proposed team members have worked. Please only list projects that were completed by the proposed team members in your proposal, and include a list of the team members that worked on the project, and their role in the project.
 - C. Key Personnel Qualifications
Identify key personnel who would work on the project, their respective roles, and a synopsis of relevant experience. The project manager should have proven experience in preparing EIRs.
 - D. References
List of at least three public agencies or clients for whom similar work has been performed by project team members, with the name, title and phone number of a contact person. References must be for projects worked on by team members on the proposed team.
 - E. Project Understanding, Approach, and Scope of Work
Please provide an overview of your project understanding and approach. Include a detailed scope of work including all tasks associated with the project, including how you propose to complete each task. Please use the information provided in the RFP and the proposed scope of work identified by the City herein. Feel free to elaborate and provide additional tasks you think might be necessary, however list them as optional tasks and include them in the overall budget as separate line items. Please list all additional studies as separate cost items.
 - F. Budget and Schedule of Charges
Provide a “Not to Exceed” project budget that details hours and personnel by task. Include all travel reimbursement and other costs by task. For components for which it is difficult to define the scope of work (such as consultation with resource agencies and response to comments), please provide an hourly rate only. Please provide a separate budget for optional tasks.

- G. Work Schedule
Provide time schedule for completion of work.
- H. Sample Work Product
Please provide one digital copy of an EIR and associated technical documents prepared by the proposed project manager and key staff and preferably prepared for a public agency for a similar type of project. The sample work product should be provided electronically on a disk or flash drive.
- I. Insurance
The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 5.0 of Attachment 2 which is attached hereto and incorporated by reference herein. The cost of such insurance shall be included in the consultant's proposal. **The cost of such insurance shall be included in the consultant's proposal.**
- J. Consultant Agreement
The City's standard consultant services agreement is attached as Attachment 2. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement.

EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- Qualifications and experience of key individuals, including the Project Manager and key analysts (25%)
- Capabilities and resources of the firm (25%)
- Project understanding and detailed scope of work (25%)
- Work sample and demonstrated ability to produce an effective quality document that has an excellent summary, a minimum of authors and styles, effective, cogent and well distilled data analysis, focus on relevant issues, excellent graphics, well explained and articulated decisions, and quality control. (10%)
- Cost and schedule for completion of work (10%)
- Preference for consultant teams that include a local (Mendocino Coast) subcontractor or prime contractor on the project team (5%).

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process. Proposals will be reviewed and evaluated by staff of the City of Fort Bragg and a recommendation for award of contract will be presented to the Fort Bragg City Council.

OTHER CONSIDERATIONS

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so.

The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

ATTACHMENTS

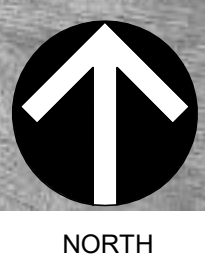
Attachment 1 – Project Plans

Attachment 2 – City’s Standard Professional Service Agreement

BEST DEVELOPMENT GROUP

NE CORNER OF SOUTH ST. AND S. FRANKLIN ST.
FORT BRAGG, CA 95437

VICINITY MAP



PROJECT DESCRIPTION

NEW GROCERY STORE BUILDING - INCLUDING, BUT NOT LIMITED TO, RACKING, REFRIGERATED CASES, COOLERS, FREEZER, AND ASSOCIATED EQUIPMENT AND SITE IMPROVEMENTS.

GENERAL SCOPE OF WORK

- NEW GROCERY RETAIL BUILDING WITH EXTERIOR MASONRY WALLS WITH EIFS
- EMBELLISHMENTS
- WOOD TRUSS AND GLULAM STRUCTURE WITH PLYWOOD DECK
- METAL STUD FRAMING
- INTERIOR FINISHES
- TOILET ROOMS
- OFFICE AND BREAKROOM
- COOLERS AND FREEZER
- STOCKROOM
- EQUIPMENT
- EXTERIOR BUILDING SIGNAGE (UNDER SEPARATE PERMIT)
- ON AND OFF SITE IMPROVEMENTS - GRADING + DRAINAGE, UTILITIES AND LANDSCAPING

CODE SUMMARY

APPLICABLE CODES

BUILDING CODE:	2016 CALIFORNIA BUILDING CODE (CBC)
MECHANICAL CODE:	2016 CALIFORNIA MECHANICAL CODE (CMC)
PLUMBING CODE:	2016 CALIFORNIA PLUMBING CODE (CPC)
ELECTRIC CODE:	2016 CALIFORNIA ELECTRIC CODE (CEC)
ACCESSIBILITY CODE:	2016 CALIFORNIA BUILDING CODE CHAPTER 11B
ENERGY CODE:	2016 STATE OF CALIFORNIA ENERGY CODE
FIRE CODE:	2016 CALIFORNIA FIRE CODE (CFC)

BUILDING CODE ANALYSIS

USE GROUP

USE GROUP:	M-MERCANTILE
USE GROUP:	S1-STORAGE
TOTAL GROSS SQUARE FOOTAGE	16,688 SF
FIRE PROTECTION:	FULLY SPRINKLERED
APN#:	336-012-43

CONSTRUCTION TYPE

CONSTRUCTION TYPE:	III-B
	FULLY SPRINKLERED

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CONSULTANT

GROCERYOUTLET
 bargain market
 825 SOUTH FRANKLIN STREET
 FORT BRAGG, CA 95437

ISSUE BLOCK		
NO.	DATE	DESCRIPTION

DATE: 05/29/19
DRAWN BY: JRZ
CHECKED BY:
JOB #62930117

SHEET TITLE
COVER SHEET

SHEET NO.
G1

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CONSULTANT

GROCERY OUTLET
 Bargain Market
 825 SOUTH FRANKLIN STREET
 FORT BRAGG, CA 95437

ISSUE BLOCK

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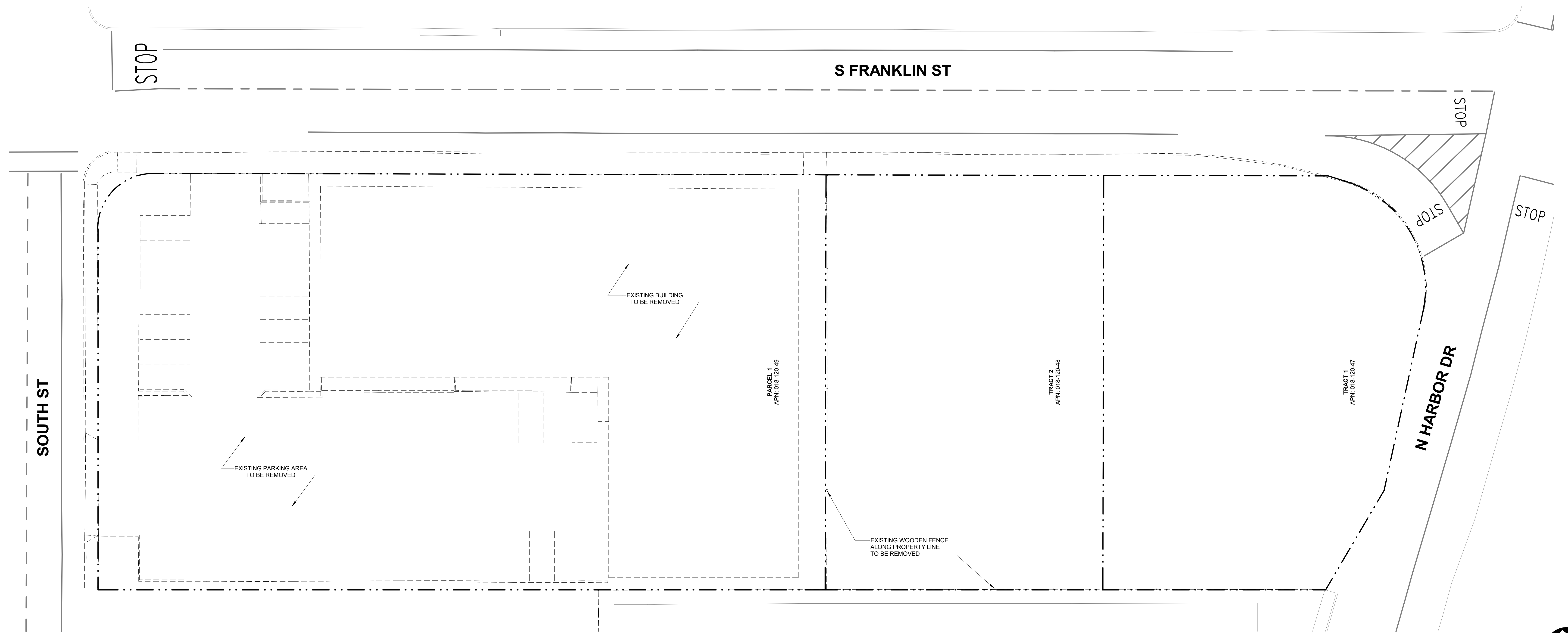
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 DRAWN BY: Author
 CHECKED BY:
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SHEET TITLE
 SITE DEMO

SHEET NO.
SD1

LEGEND

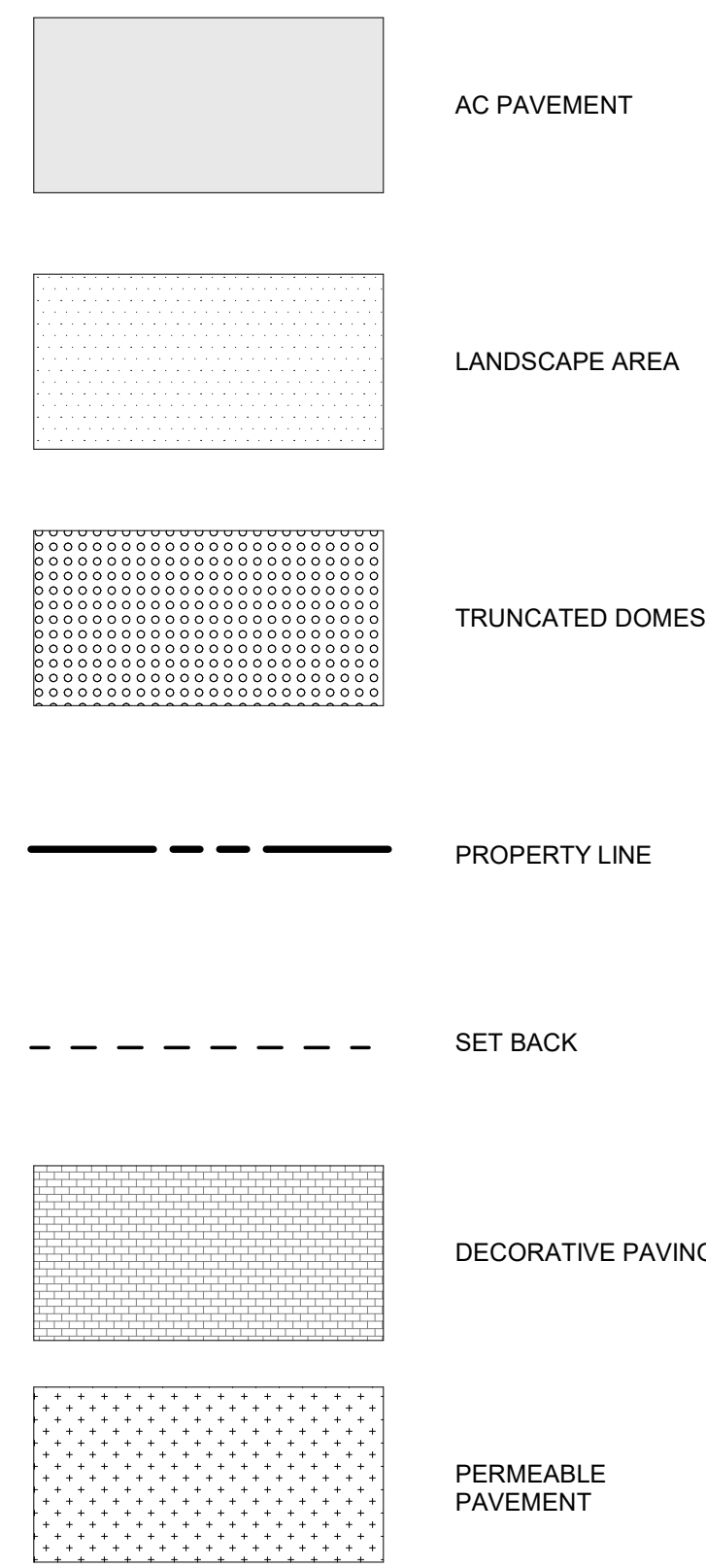
- PROPERTY LINE
- DEMOLISH EXISTING



1 EXISTING SITE PLAN
 1/16" = 1'-0"

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LEGEND

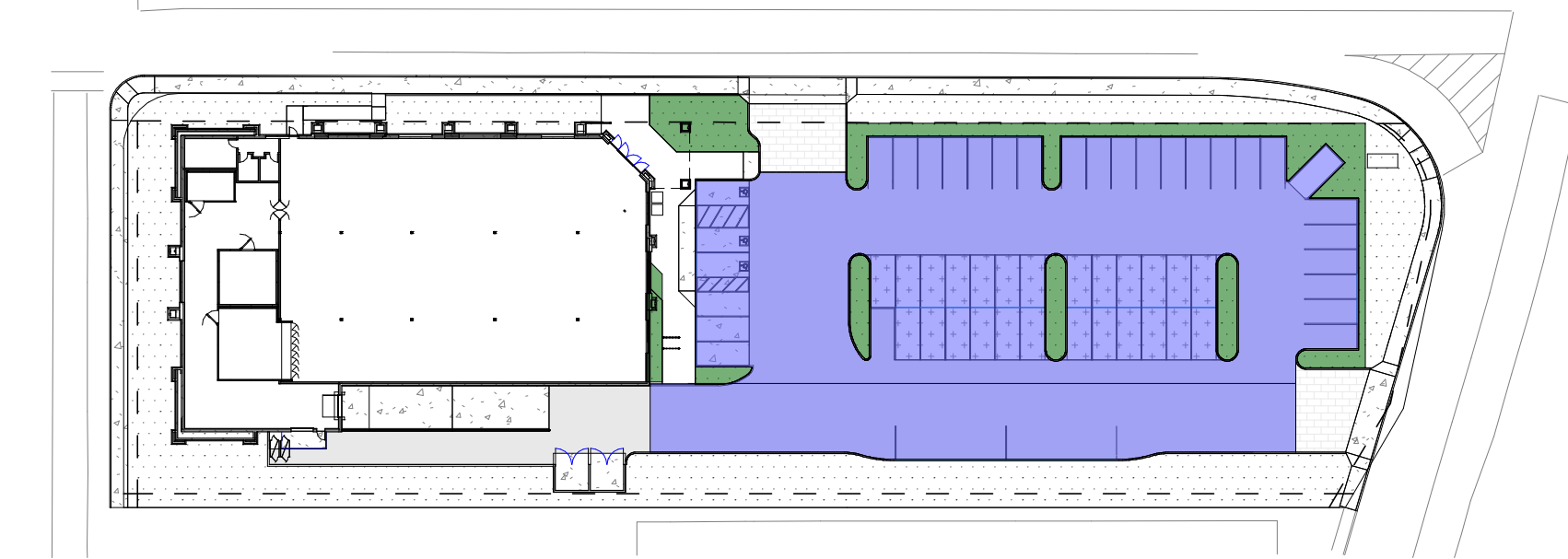


SITE INFORMATION

ZONE: GENERAL COMMERCIAL
COMBINED PARCEL SIZE: 1.60 ACRES
 149'-8" x 478'-8"
 69,696 SQFT
BUILDING AREA: 16,000 SQFT
LANDSCAPE AREA REQUIRED: 10%
LANDSCAPE AREA PROVIDED: 26% (18,290 SQFT)
PARKING LOT LANDSCAPE AREA REQUIRED: 10%
PARKING LOT LANDSCAPE AREA PROVIDED: 13%
CALCULATION: 3,818 SF LANDSCAPED AREA / 28,873 SF TOTAL PARKING AREA (25,055 + 3,818) = .132 = 13%
HARDSCAPE AREA: 34,581 SQFT
LOT COVERAGE: 23%

LANDSCAPE KEY PLAN

LANDSCAPED AREA: 3,818 SF
 PARKING AREA: 25,055 SF



PARKING REQUIREMENTS

PARKING REQUIRED: 53 (RETAIL 1,300 SQFT)
PARKING PROVIDED: 55
HANDICAP STALLS REQUIRED: 3 (3:51-75 STALLS)
HANDICAP STALLS PROVIDED: 3 (1 VAN)
RV PARKING REQUIRED: 2
RV PARKING PROVIDED: 2
BIKE PARKING REQUIRED: 3 (5% PARKING STALLS)
BIKE PARKING CALCULATION: 53 REQUIRED PARKING X 5% (.05) = 2.65 = 3
FUTURE EV REQUIRED: 4
FUTURE EV PROVIDED: 4
CLEAN AIR VEHICLES REQUIRED: 6
CLEAN AIR VEHICLES PROVIDED: 6

SITE PLAN NOTES

LIGHTING
 1. OUTDOOR LIGHT FIXTURES SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 18' AND WILL UTILIZE ENERGY-EFFICIENT FIXTURES AND LAMPS.
 2. LIGHTING FIXTURES WILL BE SHIELDED OR RECESSED TO REDUCE LIGHT BLEED TO ADJOINING PROPERTIES BY ENSURING THAT THE LIGHT SOURCE IS NOT VISIBLE FROM OFF SITE AND CONFINING GLARE AND REFLECTIONS WITHIN THE BOUNDARIES OF THE SITE TO THE MAXIMUM EXTENT FEASIBLE.
 3. EACH LIGHT FIXTURE SHALL BE DIRECTED DOWNWARD AND AWAY FROM ADJOINING PROPERTIES AND PUBLIC RIGHT-OF-WAY, SO THAT NO ON-SITE LIGHT FIXTURE DIRECTLY ILLUMINATES AN AREA OFF THE SITE.
 4. NO PERMANENTLY INSTALLED LIGHTING SHALL BLINK, FLASH, OR BE OF UNUSUALLY HIGH INTENSITY OR BRIGHTNESS, AS DETERMINED BY THE DIRECTOR.
LANDSCAPING
 1. REFER TO LANDSCAPE PLAN FOR ENTIRE LIST OF SPECIES AND DESIGN.
 2. VEGETATION PROPOSED WITHIN THE TRAFFIC VISIBILITY AREA WILL NOT EXCEED A HEIGHT OF 42"
GENERAL
 1. ALL ACTIVITIES THAT MAY GENERATE DUST EMISSIONS SHALL BE CONDUCTED TO LIMIT THE EMISSIONS BEYOND THE SITE BOUNDARY TO THE MAXIMUM EXTENT FEASIBLE. METHODS WILL INCLUDE SCHEDULING, DUST CONTROL, REVEGETATION, CONTAINMENT, ETC.
 2. ALL UTILITIES WILL BE UNDERGROUND.
 3. ALL CURBS 6" HIGH AND 6" WIDE UNLESS OTHERWISE NOTED.
 4. DUST CONTROL MEASURES WILL BE OUTLINED IN THE CONSTRUCTION DOCUMENTS THAT WILL BE SUBMITTED TO THE BUILDING DEPARTMENT TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO ISSUING A PERMIT, AND WILL FOLLOW THE GUIDELINES STATED IN THE SPECIAL CONDITION MEMO PREPARED BY PUBLIC WORKS DATED 12/9/20.

brr
 ARCHITECT OF RECORD:
 BRR ARCHITECTURE
 8131 METCALF AVE
 SUITE 300
 OVERLAND PARK, KS 66204
 www.brrarch.com
 TEL: 913-262-8095
 FAX: 913-262-9044

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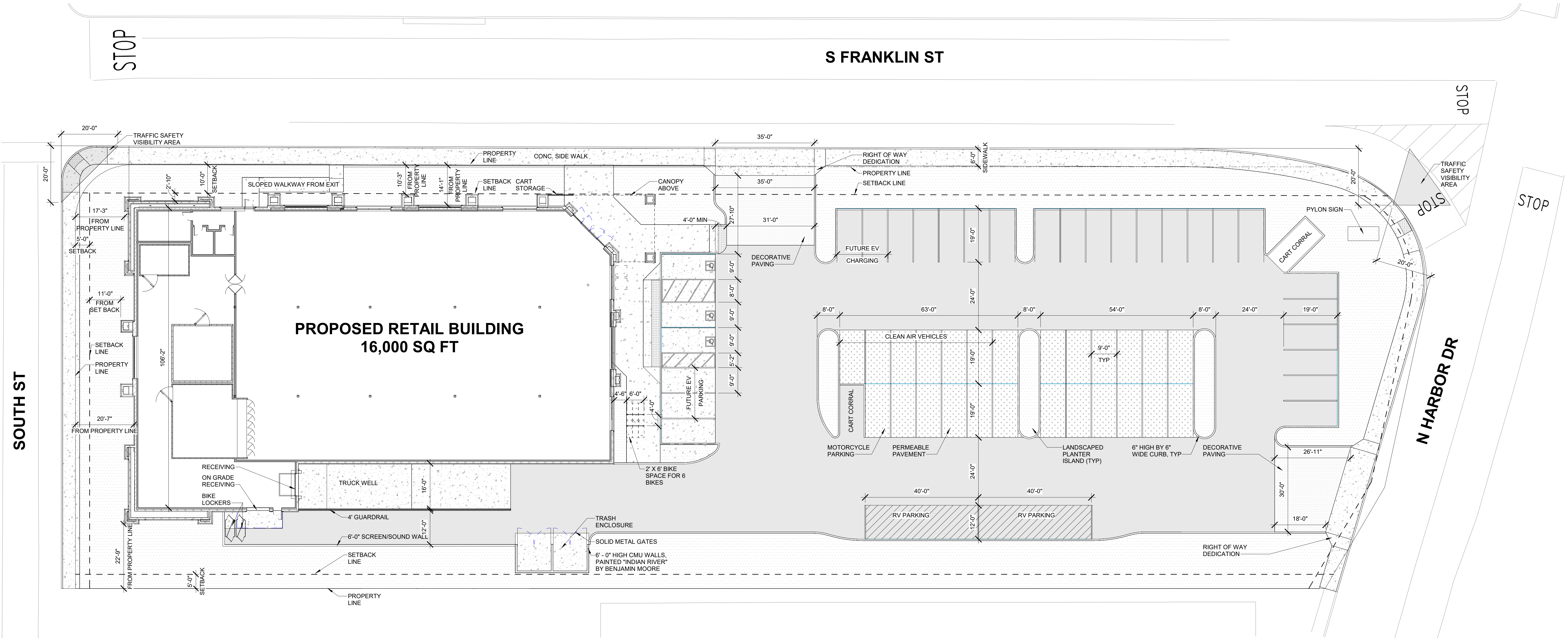
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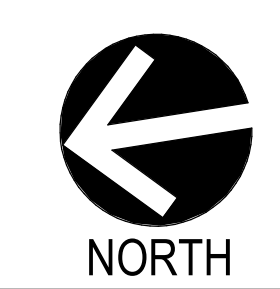
SHEET TITLE
SITE PLAN

SHEET NO.
SP1



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A5 PROPOSED SITE PLAN
 1/16" = 1'-0"



ISSUE BLOCK		
NO.	DATE	DESCRIPTION

DATE:	03/17/20
DRAWN BY:	EAB
CHECKED BY:	
JOB #	62930192

SHEET TITLE	EXTERIOR ELEVATIONS
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SHEET NO.	A2
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ELEVATION NOTES

- 1. ALL BUILDING HEIGHTS ARE ABOVE INTERIOR FINISH FLOOR NOT ADJACENT GRADES.

LEGEND

EXAMPLE IMAGE	GRAPHIC	DESCRIPTION
		SMOOTH FACE CMU
		HARDI BOARD COMPOSITE WOOD PANELING
		HARDI BOARD COMPOSITE HALF ROUND "FISH SCALE" PANELING
		WOOD ROOF SHINGLES
		CULTURED STONE - COUNTRY LEDGERSTONE
		P8 - DRIFTWOOD
		P6 - INDIAN RIVER
		P7 - SMOKEY TAUPE

FINISH KEYNOTES

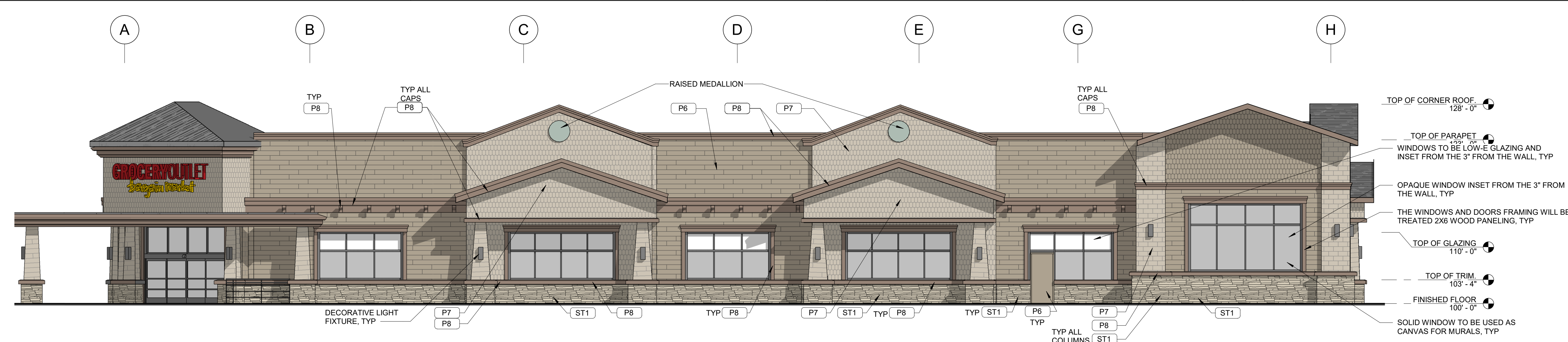
P6	INDIAN RIVER, BENJAMIN MOORE #985
P7	SMOKEY TAUPE, BENJAMIN MOORE #983
P8	DRIFTWOOD, BENJAMIN MOORE #2107
ST1	CULTURED STONE

WINDOW RATIO CALCULATION:

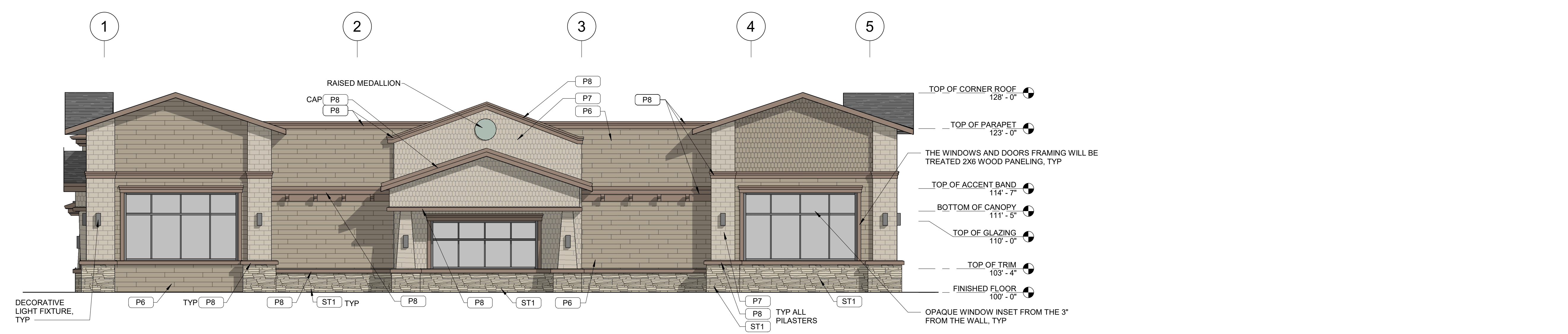
TOTAL AREA OF WINDOWS / TOTAL AREA OF WALLS
1,368 SF / 7,562 SF = 18%

FRONT FACADE WINDOW RATIO CALCULATION:

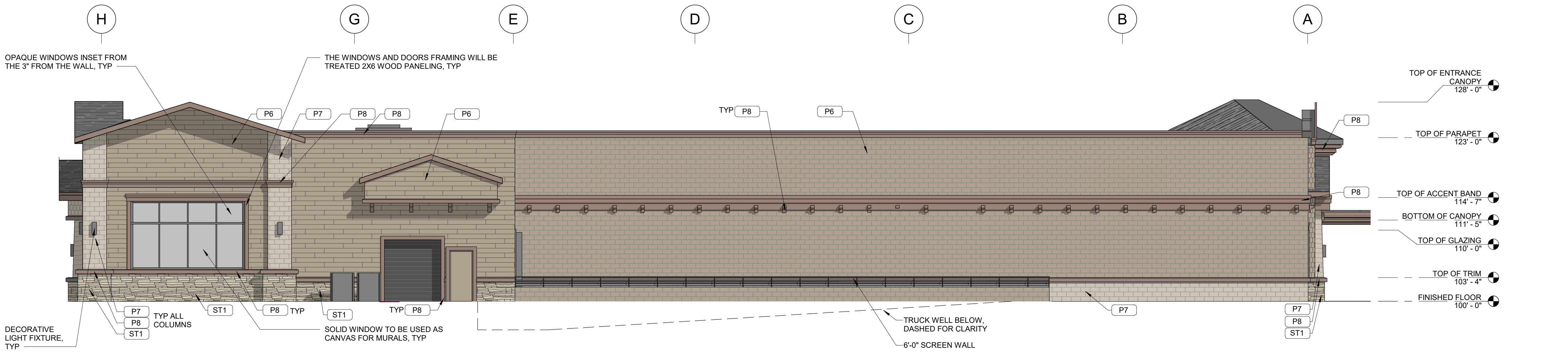
TOTAL AREA OF WINDOWS / TOTAL AREA OF WALLS
160 SF / 345 SF = 46%



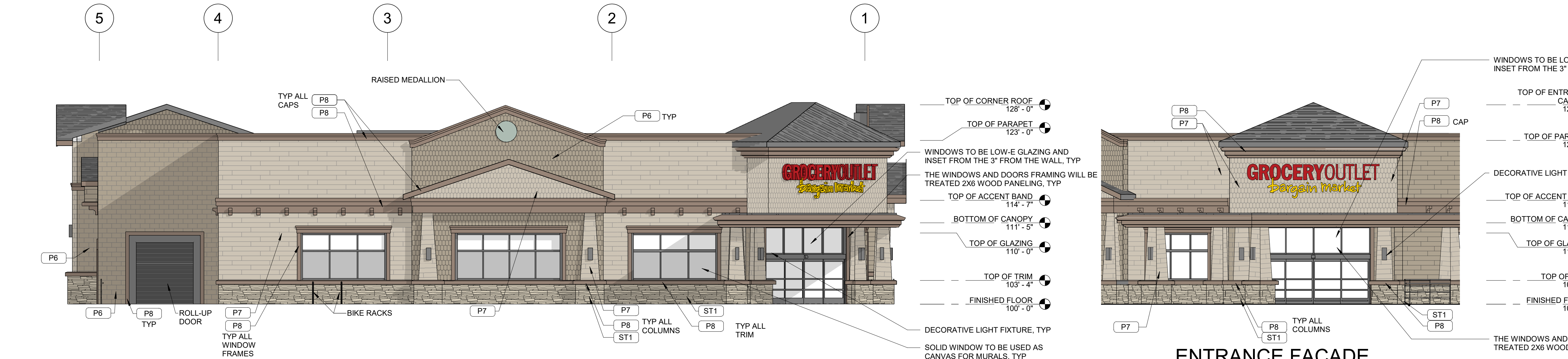
D5 S FRANKLIN ELEVATION
1/8" = 1'-0"



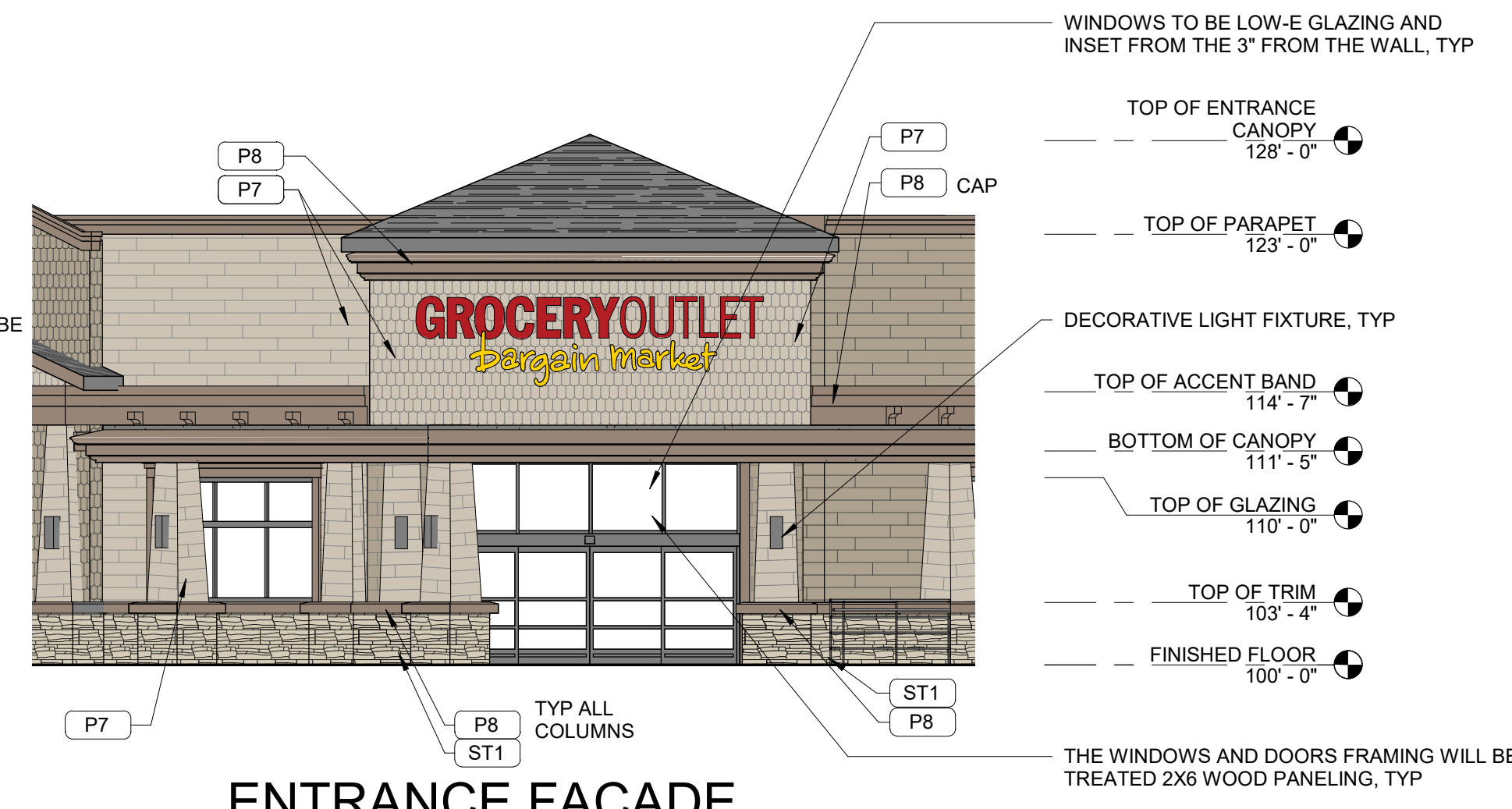
C5 SOUTH ST ELEVATION
1/8" = 1'-0"



B5 RECEIVING ELEVATION
1/8" = 1'-0"

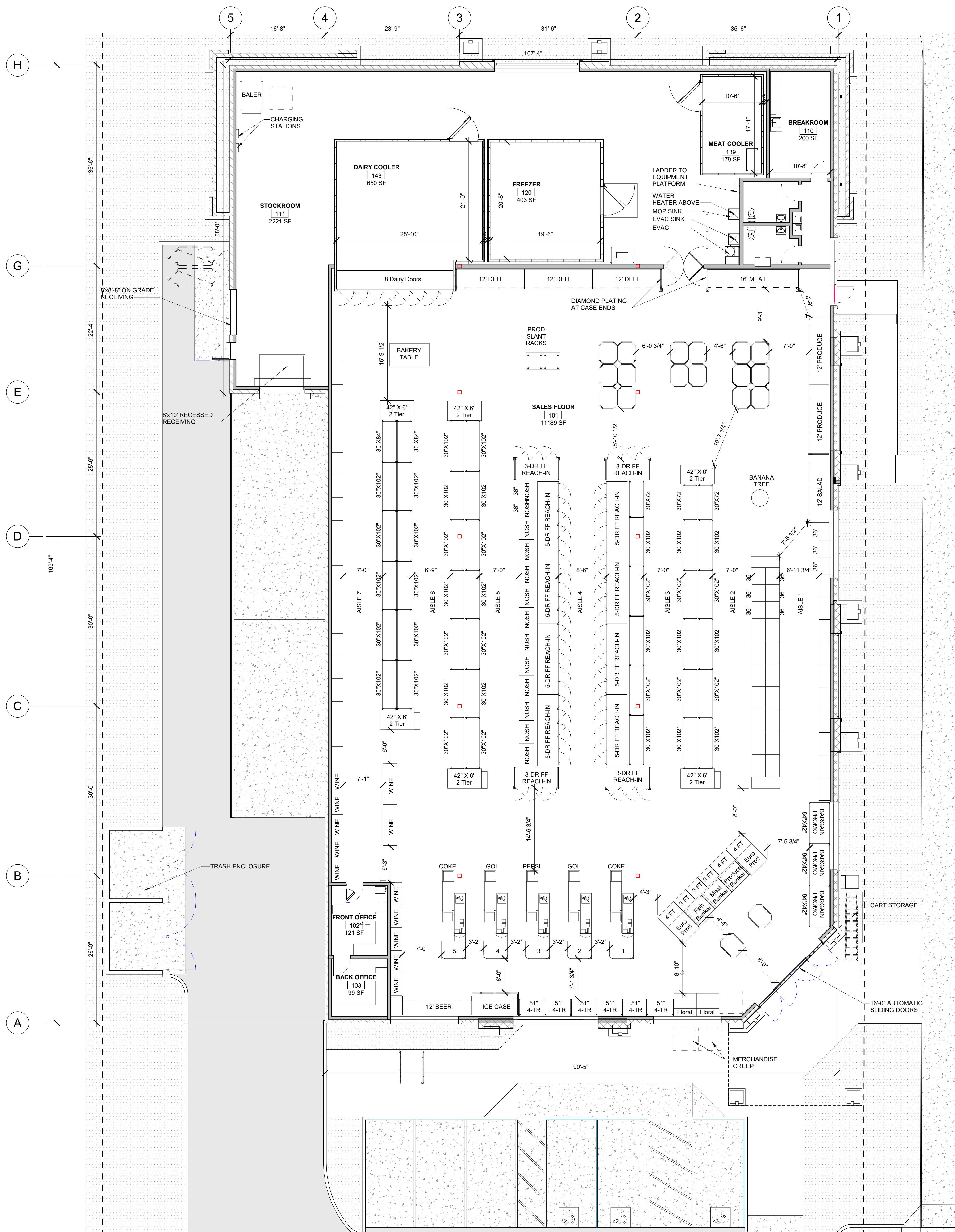


A5 N HARBOR DR ELEVATION
1/8" = 1'-0"



A3 ENTRANCE FACADE ELEVATION
1/8" = 1'-0"

7/11/2021 6:00:11 PM



A4 FIXTURE PLAN
1/8" = 1'-0"

FORT BRAGG, CA -
FIXTURE PLAN - 03/19/20
VERSION 5
BUILDING AREAS (GROSS):
SALES = 11,927 SF
B.O.H. = 4,168 SF
SHELL = 16,095 SF

MERCHANDISING (NET) = 11,189 SF
STOCK (NET) = 2,231 SF

LEGEND

SYMBOL	DESCRIPTION
	BRASS BELL (AT CHECKSTAND #1)
	ECO BAG GRIDS (3 PER PLAN)
	ABS BROOM HOLDERS (4 PER PLAN AT CLEANER AISLE)
	APPAREL RACKS (PROMOTIONAL EVENTS)
BUMP	BUMP OUT SECTIONS (12 @ HBC - PER PLAN)
	SECURITY CAMERA (SINGLE DIRECTION)
	SECURITY CAMERA (360 DEGREE)

GENERAL MERCH BASE DECKS 28" SHELVES 24" SAHARA COLOR	HBC PERIMETER BASE DECKS 24" SHELVES 24" SAHARA COLOR
SEASONAL BASE DECKS 28" SHELVES 24" SAHARA COLOR	CANDY PERIMETER BASE DECKS 24" SHELVES 24" SAHARA COLOR
INT. SIGNAGE: USE 4'-0" PACKAGE (LIGHTING @ 14'-0")	WINE PERIMETER BASE DECKS 24" SHELVES 24" BLACK COLOR
	HOLDING BOXES FREEZER: 403 SF DAIRY: 650 SF MEAT: 179 SF



ARCHITECT OF RECORD:
BRR ARCHITECTURE
8131 METCALF AVE
SUITE 300
OVERLAND PARK, KS 66204
www.brrarch.com
TEL: 913-262-8095
FAX: 913-262-9044

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CONSULTANT

GROCERYOUTLET
 bargain market
825 SOUTH FRANKLIN STREET
FORT BRAGG, CA 95437

ISSUE BLOCK

NO.	DATE	DESCRIPTION
1	03/05/19	Fixture Plan
2	03/06/19	Fixture Plan
3	03/07/19	Fixture Plan
4	03/12/20	Fixture Plan
5	03/19/20	Fixture Plan

DATE: 03/17/20
DRAWN BY: SEW
CHECKED BY:

JOB #62930192

SHEET TITLE
FIXTURE PLAN

SHEET NO.
FX1.0

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CONSULTANT

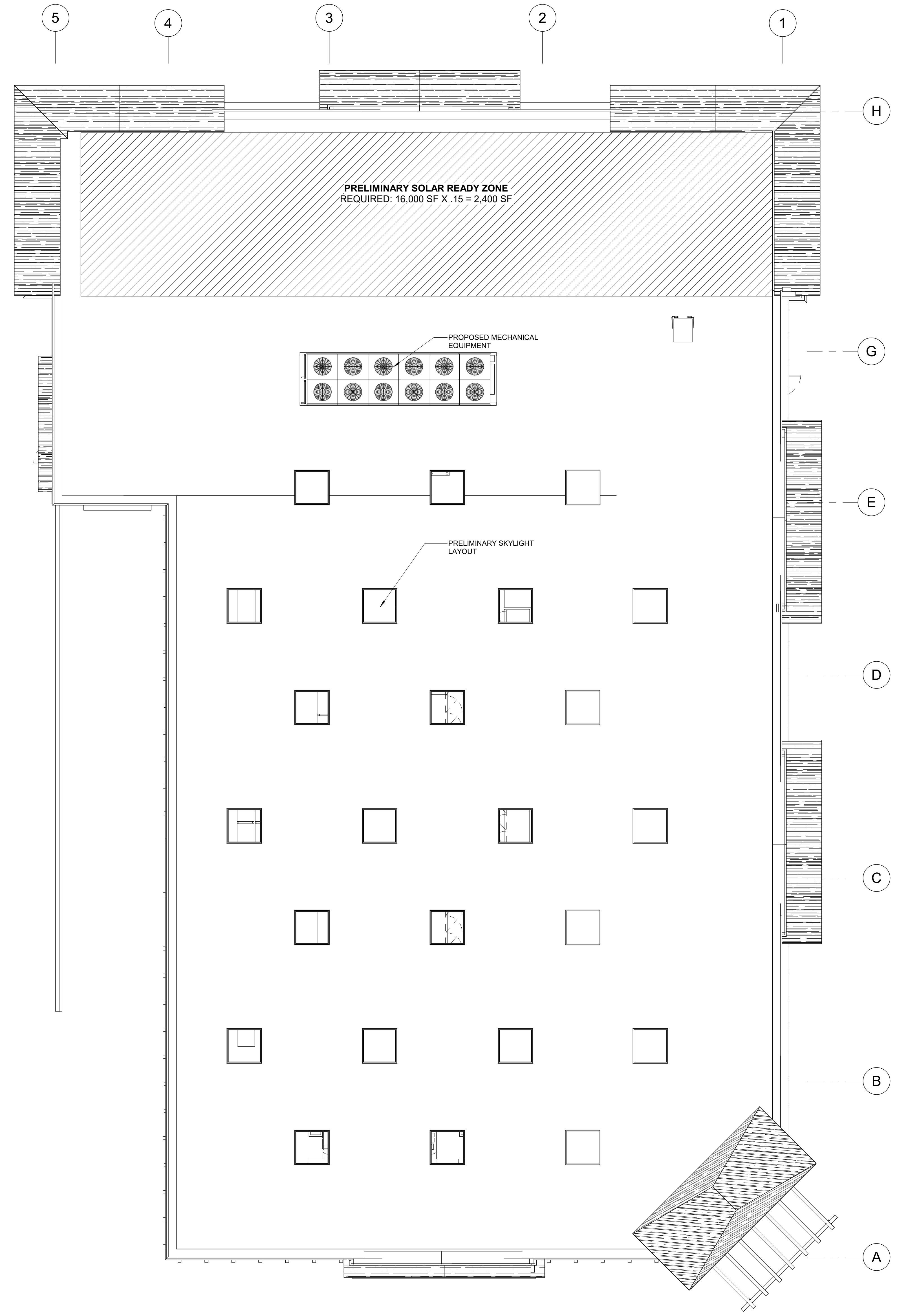
GROCERYOUTLET
bargain market
825 SOUTH FRANKLIN STREET
FORT BRAGG, CA 95437

ISSUE BLOCK		
NO.	DATE	DESCRIPTION

DATE: 03/17/20
DRAWN BY: JRZ
CHECKED BY:
JOB #62930192

SHEET TITLE
ROOF PLAN

SHEET NO.
A3



1 ROOF PLAN
1/8" = 1'-0"

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CONSULTANT
KimleyHorn
401 B STREET, SUITE 600
SAN DIEGO, CA 92101
619-234-9411

BEST DEVELOPMENT GROUP

2580 SIERRA BLVD.,
SUITE #E
SACRAMENTO, CA 95825

GROCERY
OUTLET
bargain market

APN: 018-120-47-00
FORT BRAGG, CA 95437

ISSUE BLOCK

NOT TO SCALE
MICHAEL P. MADSEN
Landscape Architect
06/30/2021
08/30/2021
STATE OF CALIFORNIA

DATE: 06/30/21
DRAWN BY: JMS
CHECKED BY: LD
JOB #62930192

SHEET TITLE
PRELIMINARY LANDSCAPE PLAN

SHEET NO.
L1.0

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT.	HEIGHT/SPREAD	WUCOLS
	24	CUPRESSUS MACROCARPA / MONTEREY CYPRESS	24" BOX	7'-9' HT. X 3'-5' SPR.	MODERATE
	12	PRUNUS CERASIFERA / PURPLE LEAF PLUM	24" BOX	9'-11' HT. X 3'-4' SPR.	LOW

SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	WUCOLS
	103	BERBERIS AQUIFOLIUM / COMMON BARBERRY	5 GAL.	4' O.C.	LOW
	238	MUHLBERGIA DUBIA / PINE MUHLY	5 GAL.	3' O.C.	LOW
	30	OLEA EUROPAEA 'LITTLE OLLIE' / LITTLE OLLIE OLIVE	5 GAL.	4' O.C.	LOW
	141	PHORMIUM TENAX 'DARK DELIGHT' / DARK DELIGHT FLAX	5 GAL.	3' O.C.	LOW
	52	PITTOSPORUM TOBIRA 'COMPACTUM' / COMPACT PITTOSPORUM	5 GAL.	5' O.C.	LOW
	37	RHAPHIOLEPIS INDICA / INDIAN HAWTHORN	5 GAL.	5' O.C.	LOW
	185	ROSMARINUS OFFICINALIS / ROSEMARY	5 GAL.	4' O.C.	LOW

INERT MATERIAL	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	WUCOLS
	12	ROCK BOULDERS / 4' X 4' X 4' / LOCALLY SOURCED	-	-	-

GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	WUCOLS
	318	FESTUCA RUBRA / RED FESCUE	N/A	2.5' O.C.	LOW
	155	MYOPORUM PARVIFOLIUM / TRAILING MYOPORUM	N/A	3' O.C.	LOW

LANDSCAPE NOTE:

THE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZERS AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. DECOMPOSED GRANITE SHALL FILL IN BETWEEN SHRUBS TO SHIELD THE SOIL FROM THE SUN, EVAPOTRANSPIRATION, AND RUN-OFF. ALL SHRUB BEDS SHALL BE MULCHED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER SOIL TEMPERATURE, AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE GUIDELINES SET FORTH BY THE CITY OF FORT BRAGG MUNICIPAL CODE.

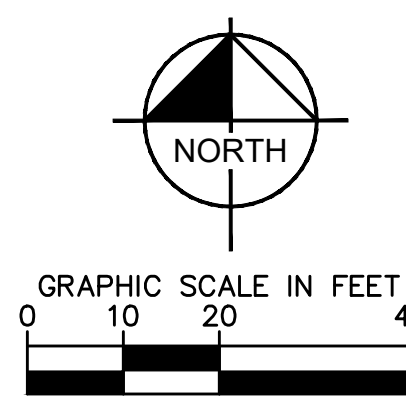
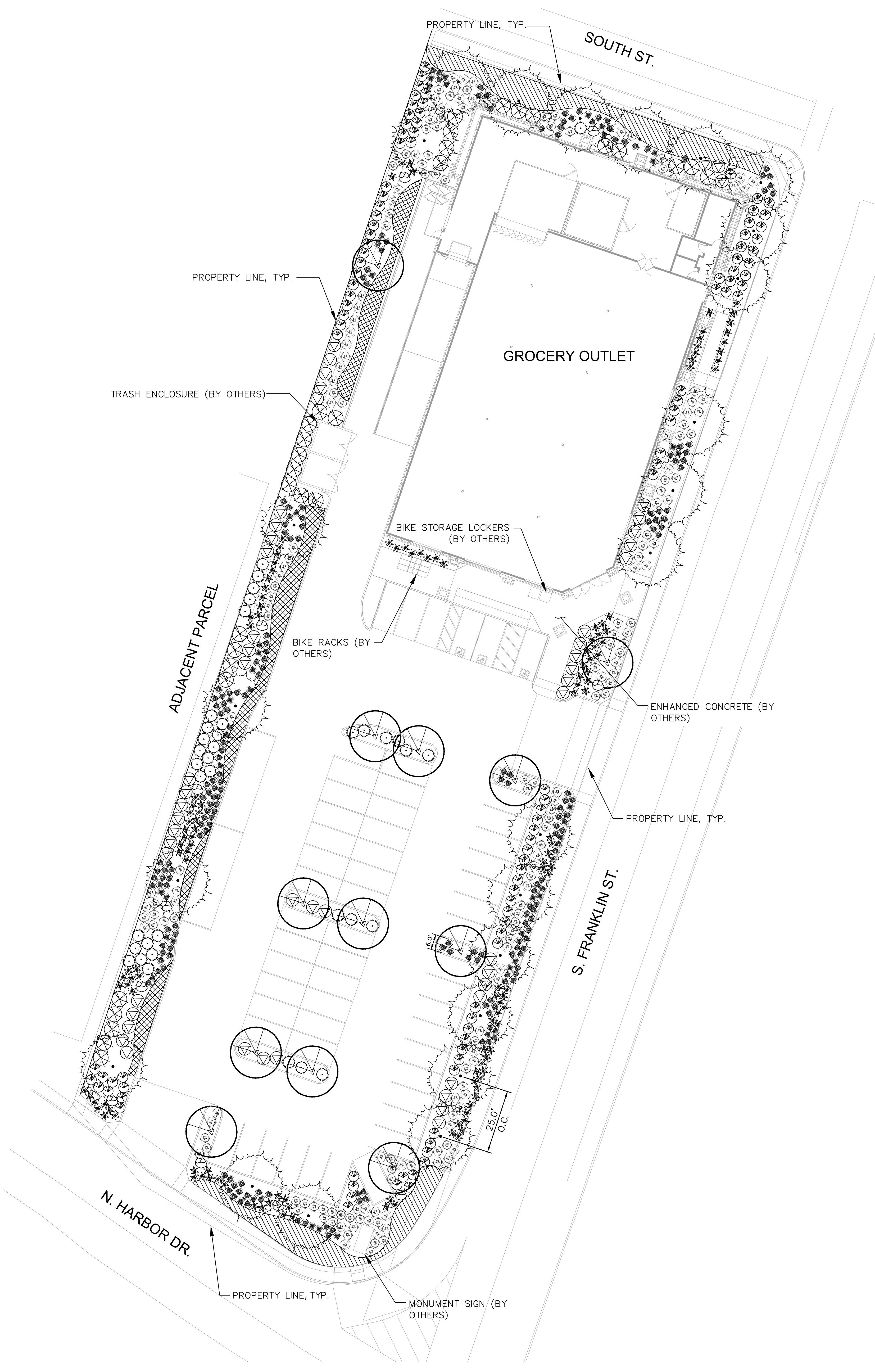
IRRIGATION NOTE:

AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED TO PROVIDE 100% COVERAGE FOR ALL PLANTING AREAS SHOWN ON THE PLAN. THE WATER SUPPLY FOR THIS SITE IS A POTABLE WATER CONNECTION AND A DEDICATED IRRIGATION METER WILL BE PROVIDED. LOW VOLUME EQUIPMENT SHALL PROVIDE SUFFICIENT WATER FOR PLANT GROWTH WITH NO WATER LOSS DUE TO WATER CONTROLLERS, AND OTHER NECESSARY IRRIGATION EQUIPMENT. ALL POINT SOURCE SYSTEM SHALL BE ADEQUATELY FILTERED AND REGULATED PER THE MANUFACTURER'S RECOMMENDED DESIGN PARAMETERS. ALL IRRIGATION IMPROVEMENTS SHALL FOLLOW THE GUIDELINES SET FORTH BY THE CITY OF FORT BRAGG MUNICIPAL CODE.

I HAVE COMPLIED WITH THE CRITERIA OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE AND IRRIGATION DESIGN PLAN.

Michael P. Madsen
MICHAEL P. MADSEN, LLA 5798

CODE INFORMATION TABLE	REQUIRED	PROVIDED
PERIMETER TREES PLANTED AT 25' O.C.	25' O.C.	YES
MINIMUM LANDSCAPE AREA WIDTH	7'	YES
MINIMUM PERIMETER OF LANDSCAPE STRIP	5'	YES
PARKING LOT LANDSCAPE AREA	10% (775 SQFT)	(17.3%) 1,345 SQFT



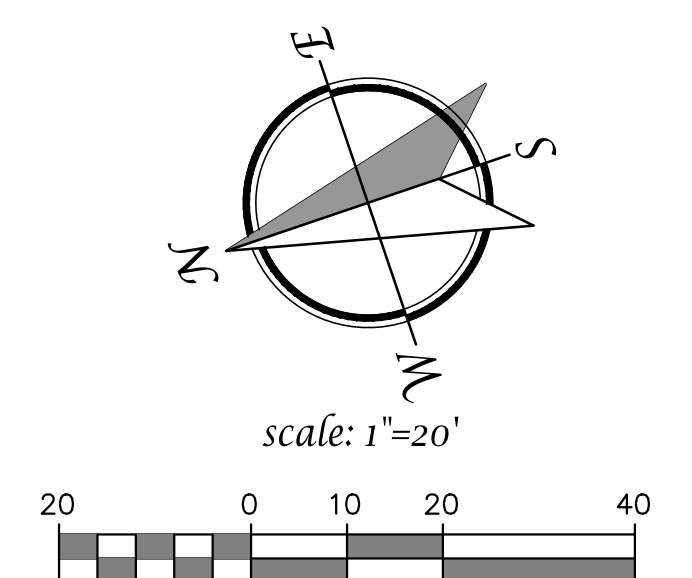
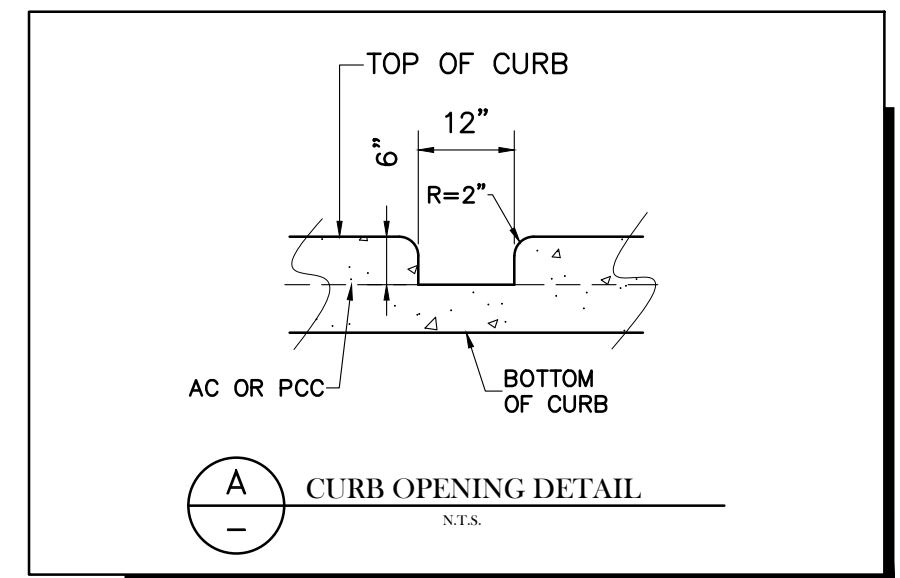
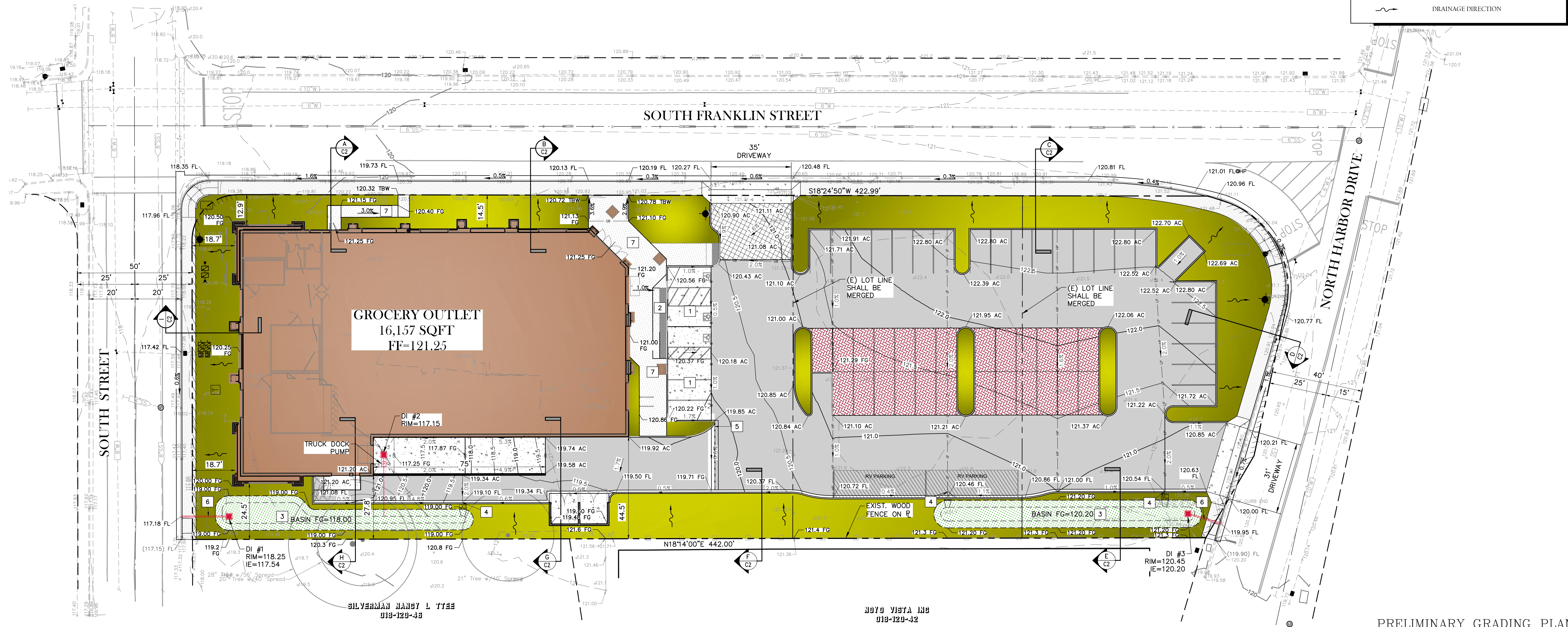
PRELIMINARY GRADING & DRAINAGE PLAN BEST DEVELOPMENT GROUP GROCERY OUTLET

825, 845, 851 SOUTH FRANKLIN STREET
FORT BRAGG, CA

- GRADING CONSTRUCTION NOTES**
- 1 ACCESSIBLE PARKING/LOADING ZONE
 - 2 ACCESSIBLE CURB RAMP
 - 3 BIO-RETENTION BASIN
 - 4 1-FOOT CURB OPENING INTO BASIN
 - 5 CONCRETE VALLEY GUTTER
 - 6 (2) 3" PVC SIDEWALK DRAIN PIPE
 - 7 SIDEWALK

SITE LEGEND

PROPOSED	EXISTING
168.0 AC	ELEVATION (165.5) FL
	SIDEWALK DRAIN
	DRAINAGE INLET
	ASPHALT PAVEMENT
	BUILDING AREA
	LANDSCAPE AREA
	P.C.C. CONCRETE
	BIO RETENTION BASIN
	CONCRETE SIDEWALK
	PERMEABLE PAVEMENT
	DECORATIVE PAVEMENT
	DRAINAGE DIRECTION



PRELIMINARY GRADING PLAN
JUNE 30, 2021

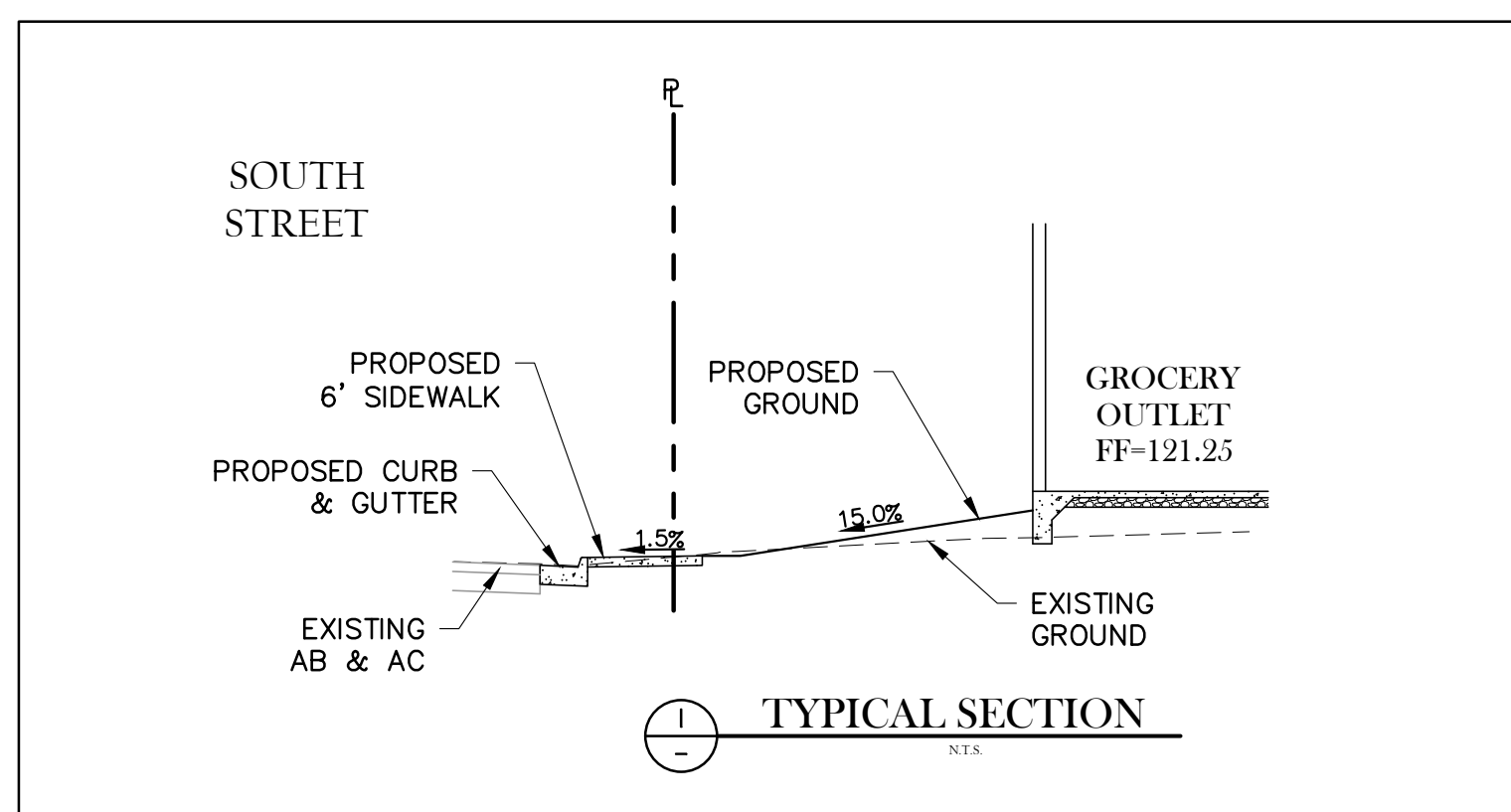
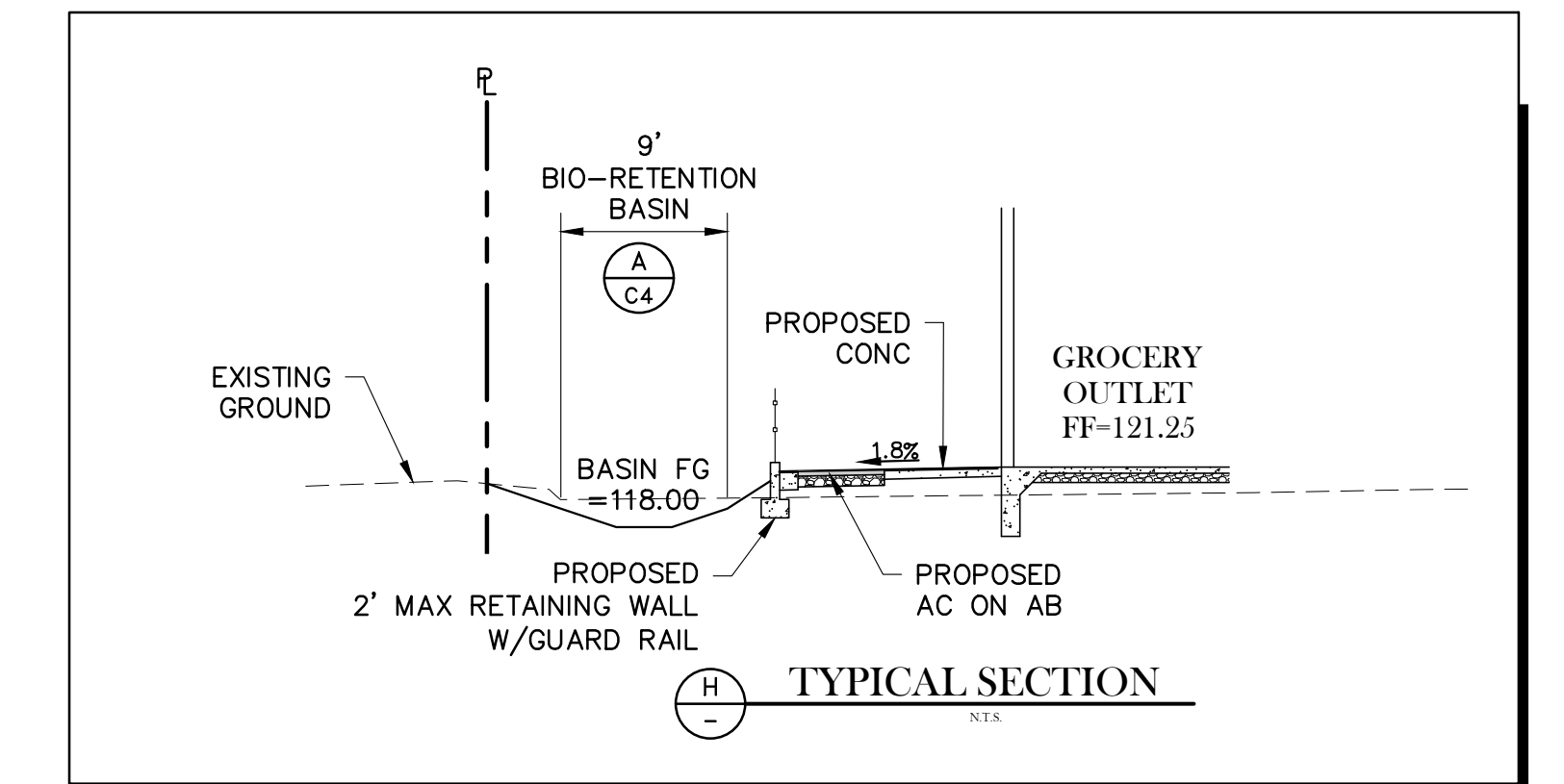
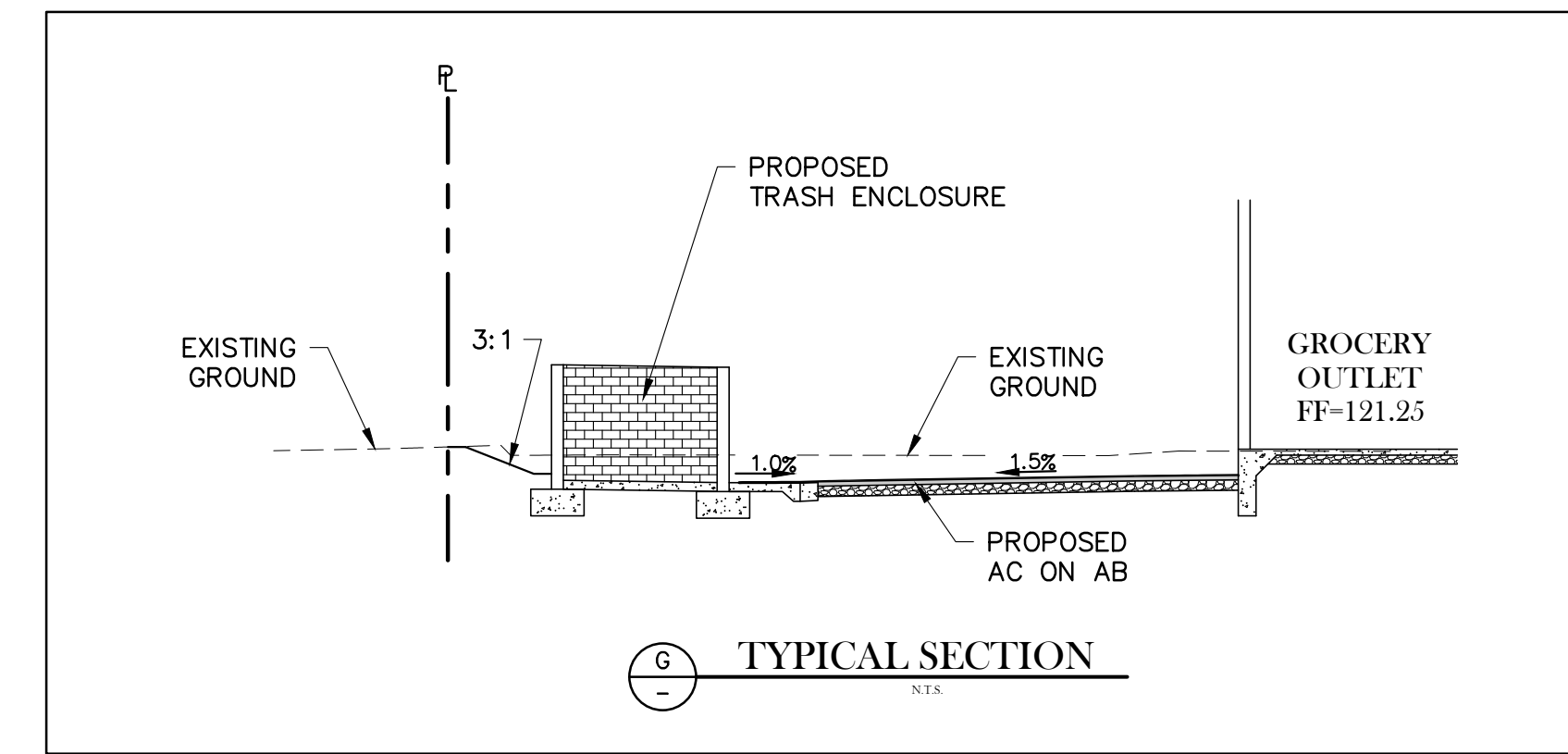
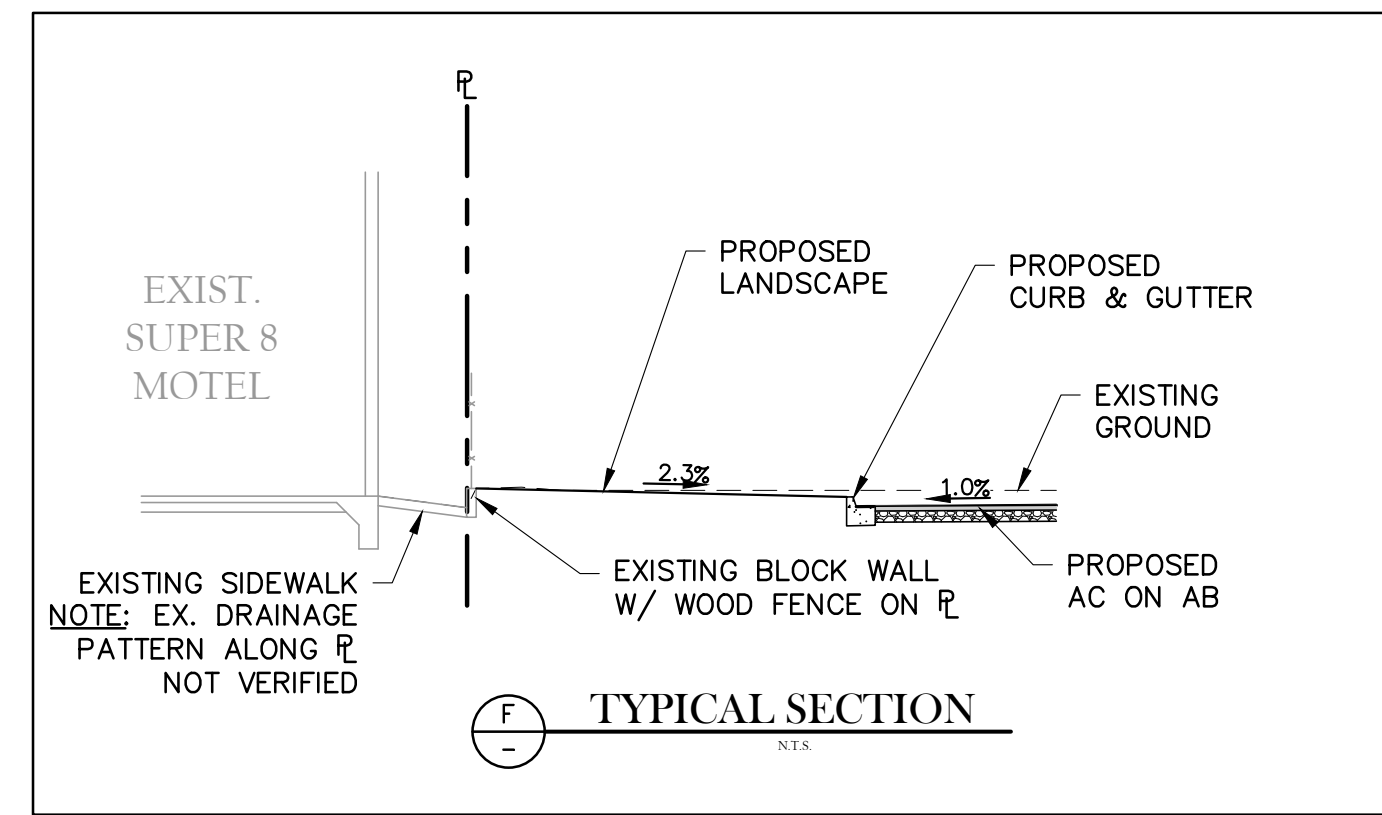
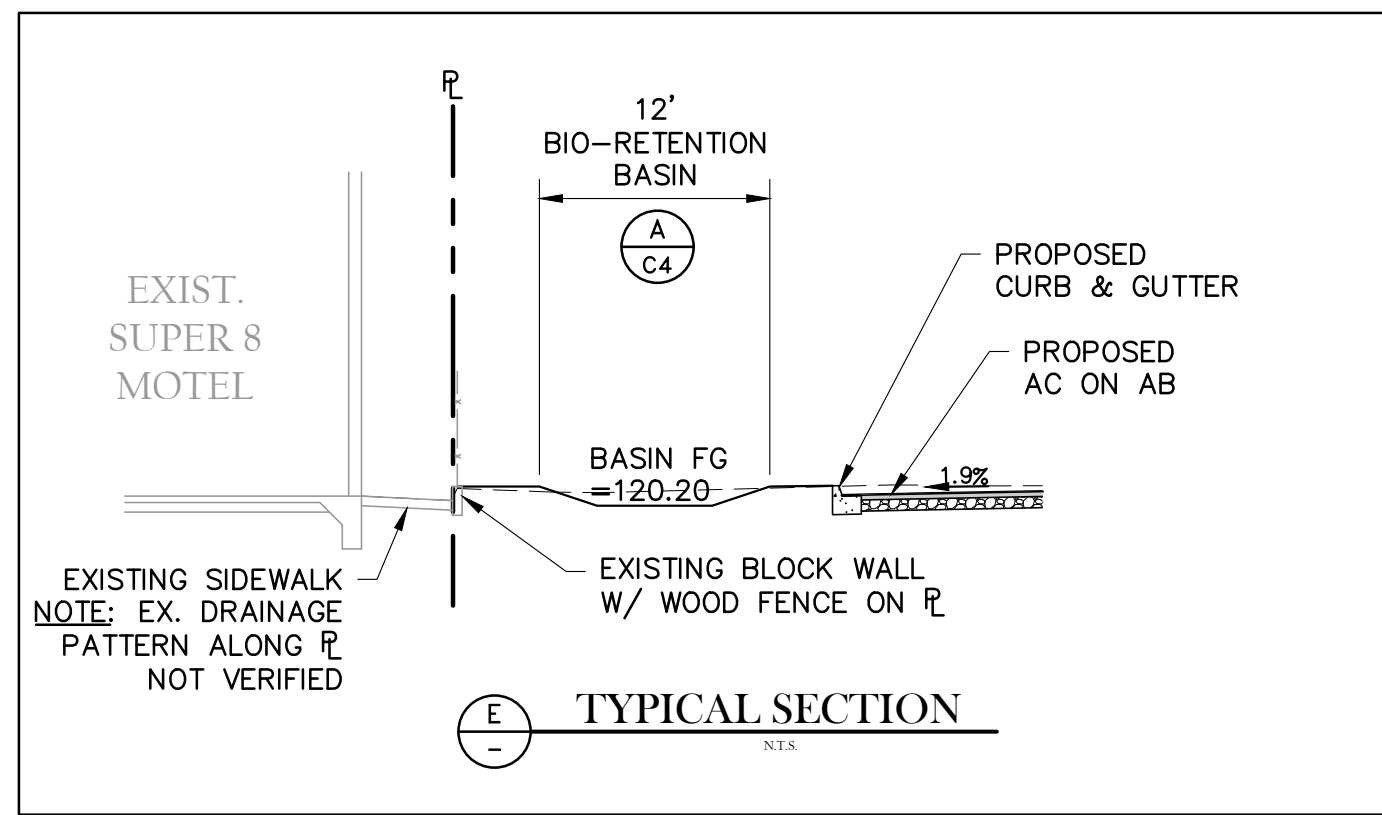
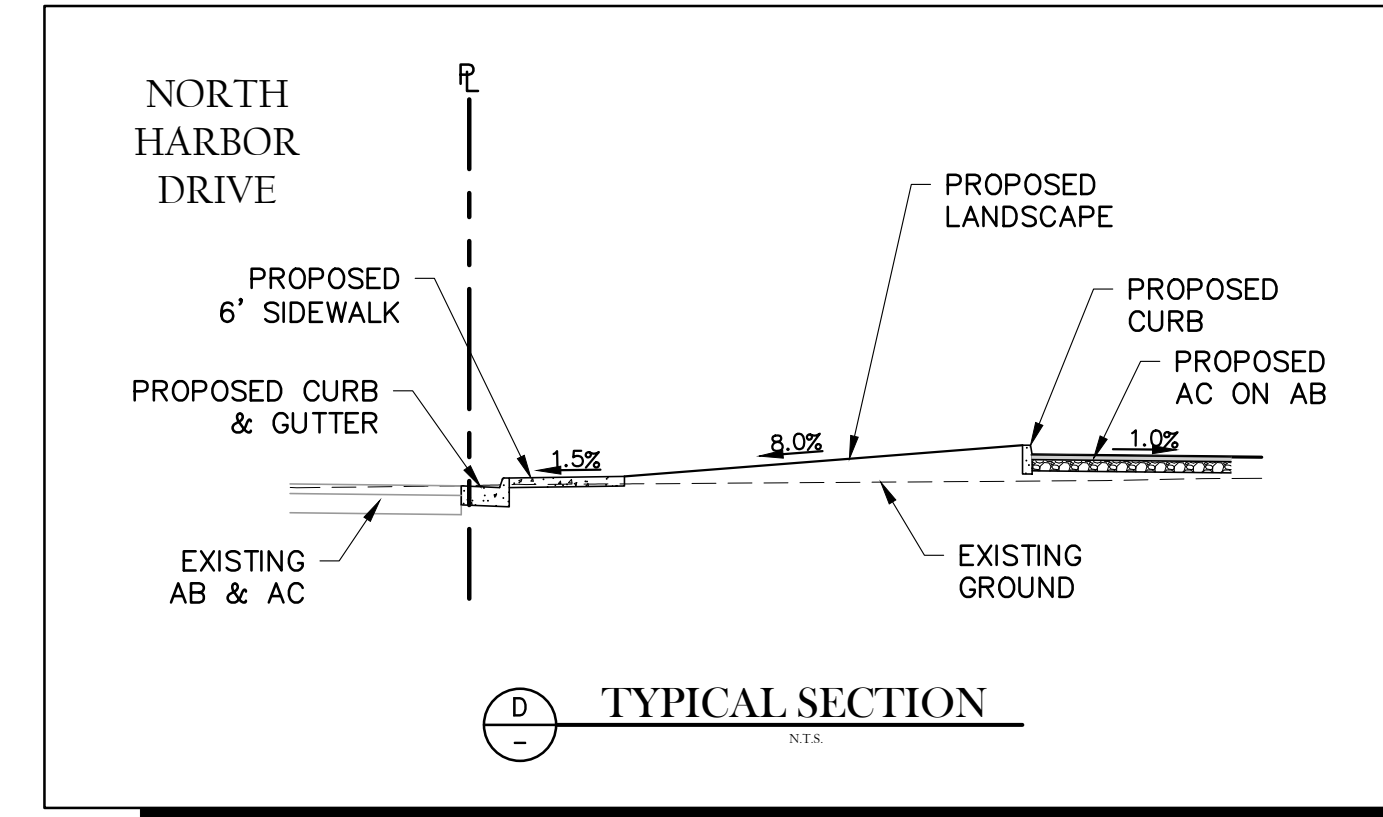
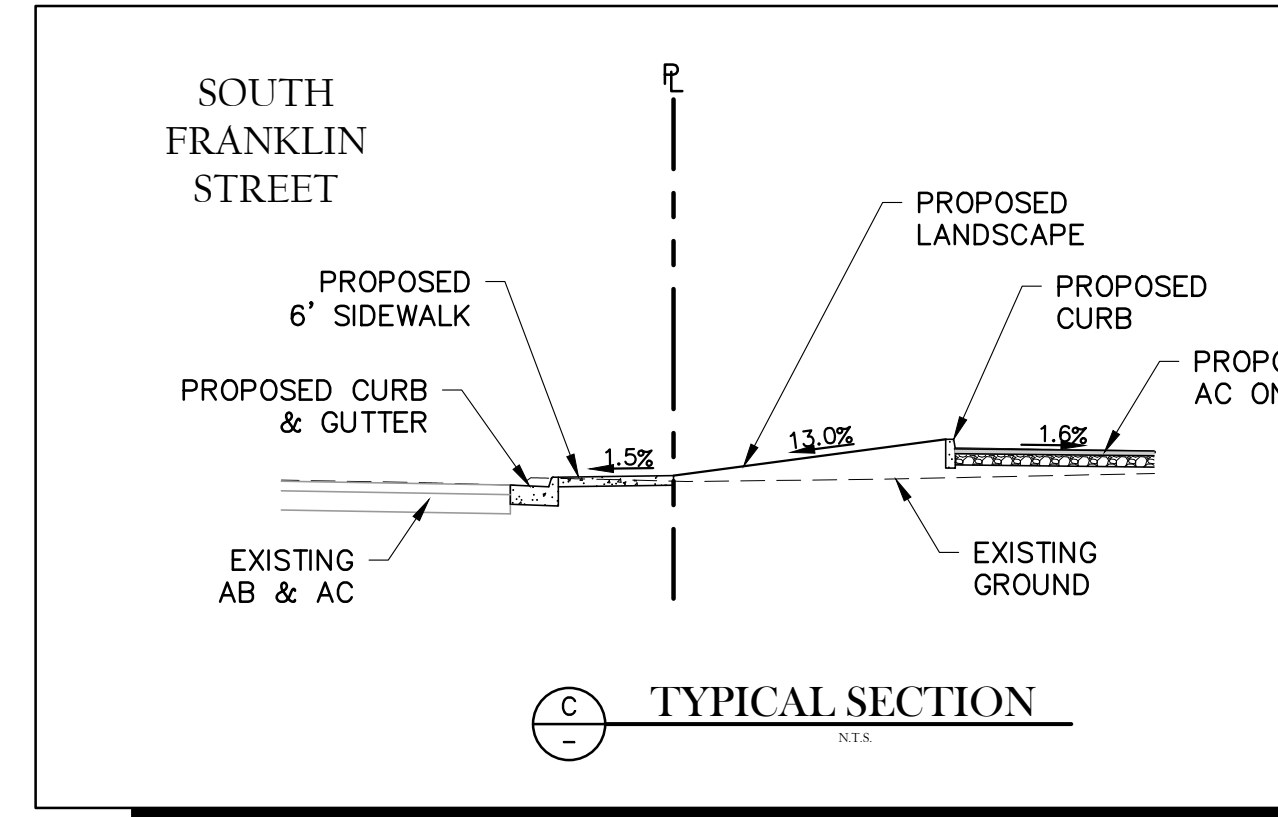
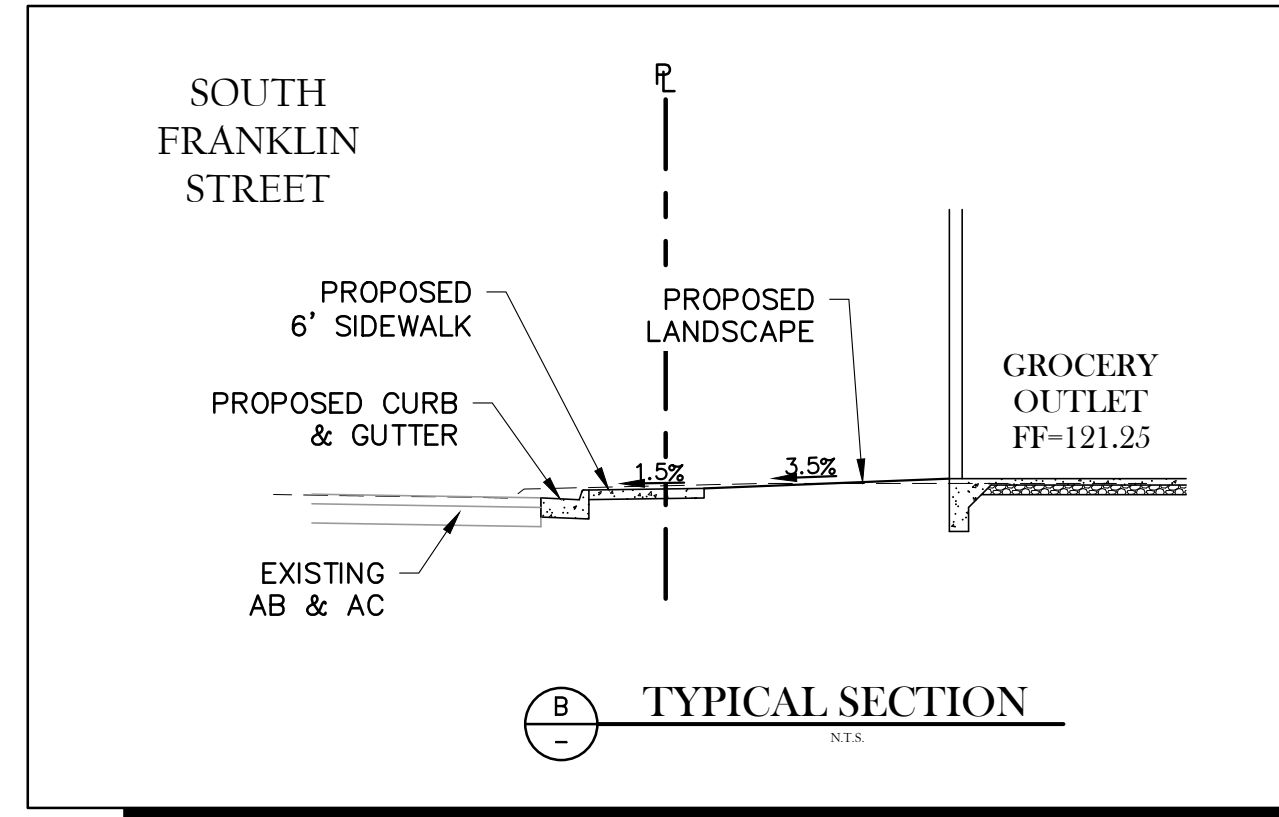
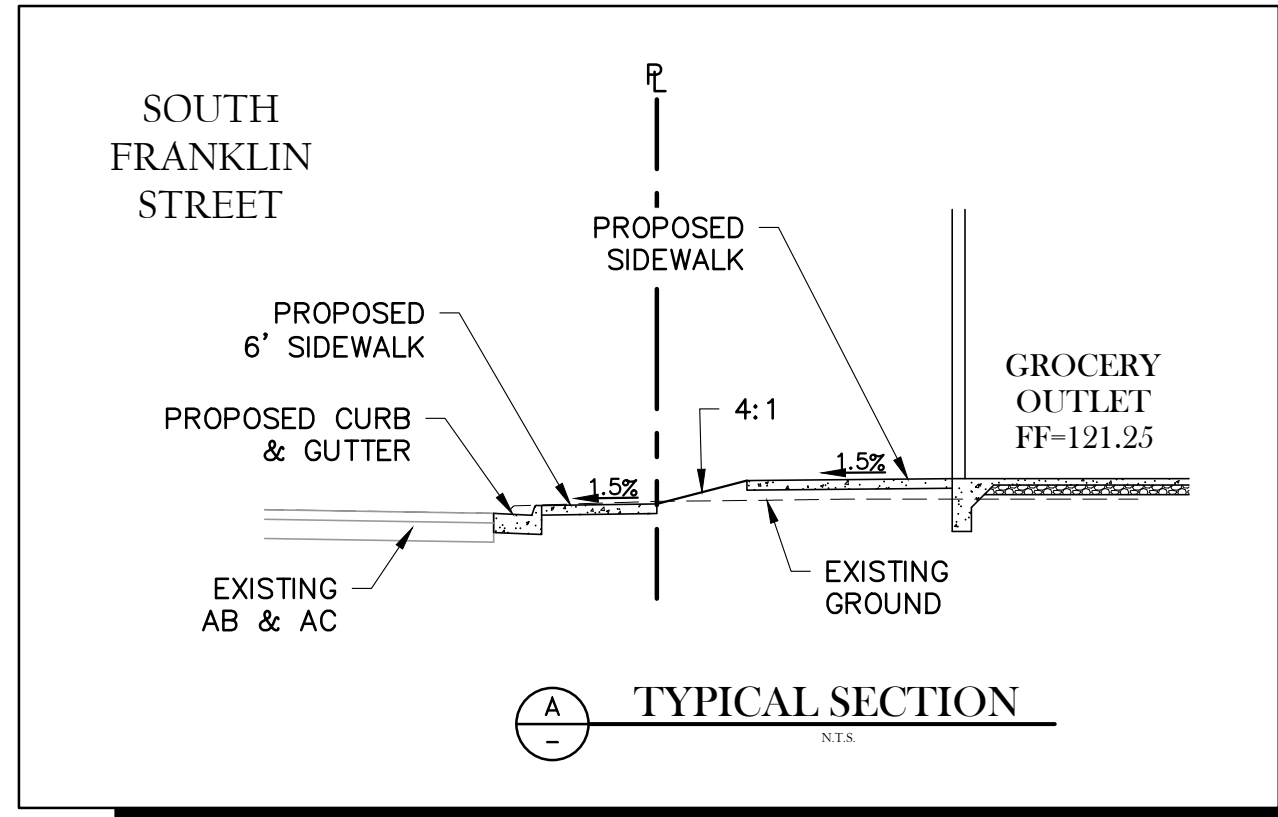
TSD ENGINEERING, INC.
expect more.

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

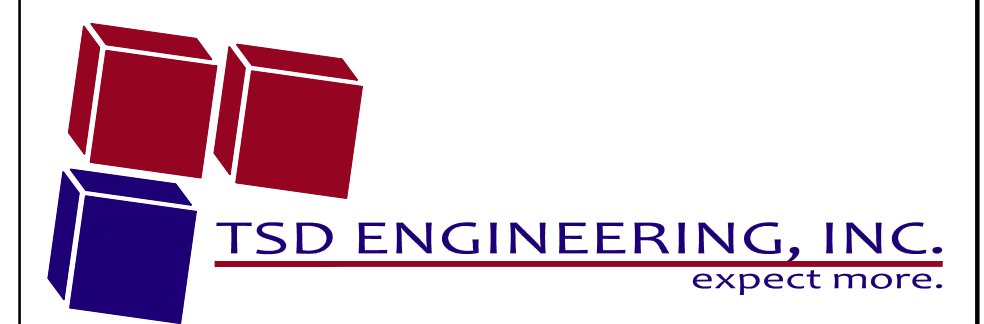
C1

P:\Projects\161-011\02 DWG\B- Planning\FIG C1-3 Preliminary Exhibits.dwg, Marcus Lewis, 13:21:42, 06-30-21

PRELIMINARY GRADING SECTIONS
BEST DEVELOPMENT GROUP
GROCERY OUTLET
 825, 845, 851 SOUTH FRANKLIN STREET
 FORT BRAGG, CA



PRELIMINARY SECTIONS
 JUNE 30, 2021

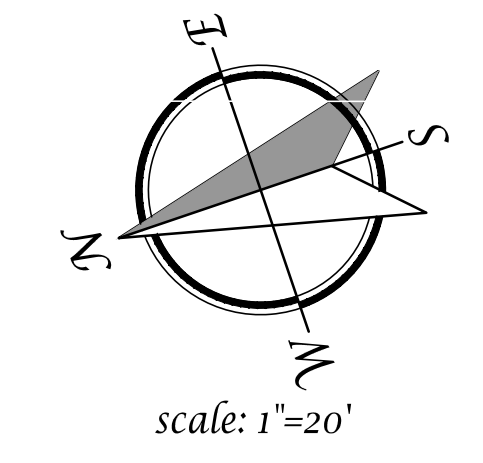
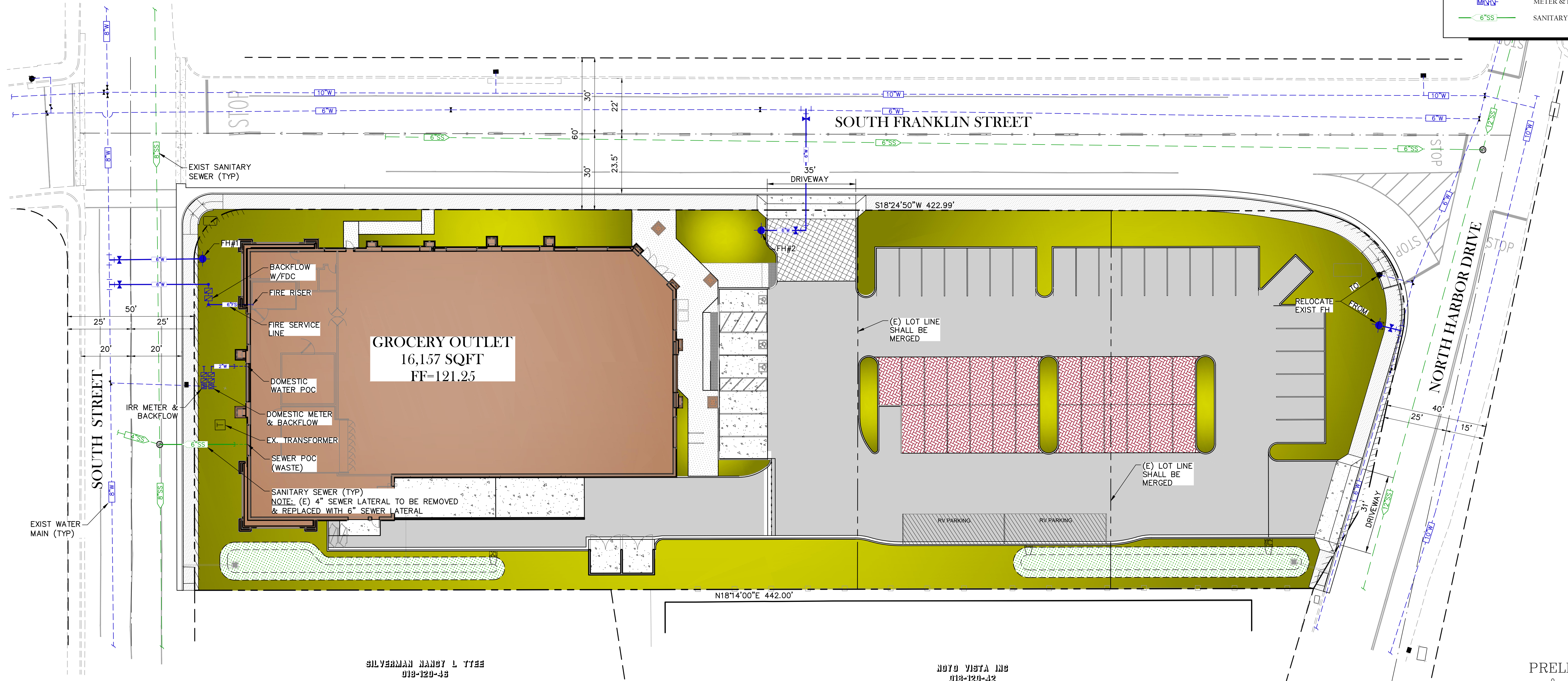


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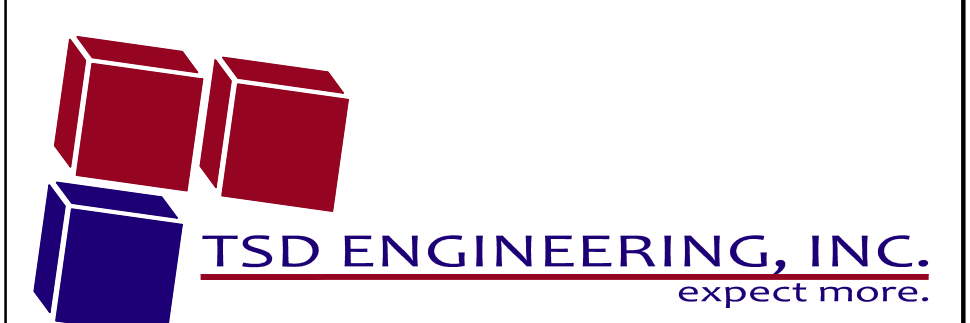
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PRELIMINARY SEWER & WATER PLAN
BEST DEVELOPMENT GROUP
GROCERY OUTLET
 825, 845, 851 SOUTH FRANKLIN STREET
 FORT BRAGG, CA

UTILITY PLAN LEGEND	
	ASPHALT PAVEMENT
	BUILDING AREA
	LANDSCAPE AREA
	P.C.C. CONCRETE
	BIO RETENTION BASIN
	CONCRETE SIDEWALK
	PERMEABLE PAVEMENT
	DECORATIVE PAVEMENT
	WATER MAIN
	FIRE SERVICE
	FIRE DEPARTMENT CONNECTION (FDC)
	METER & BACKFLOW
	SANITARY SEWER



PRELIMINARY SEWER & WATER PLAN
 JUNE 30, 2021



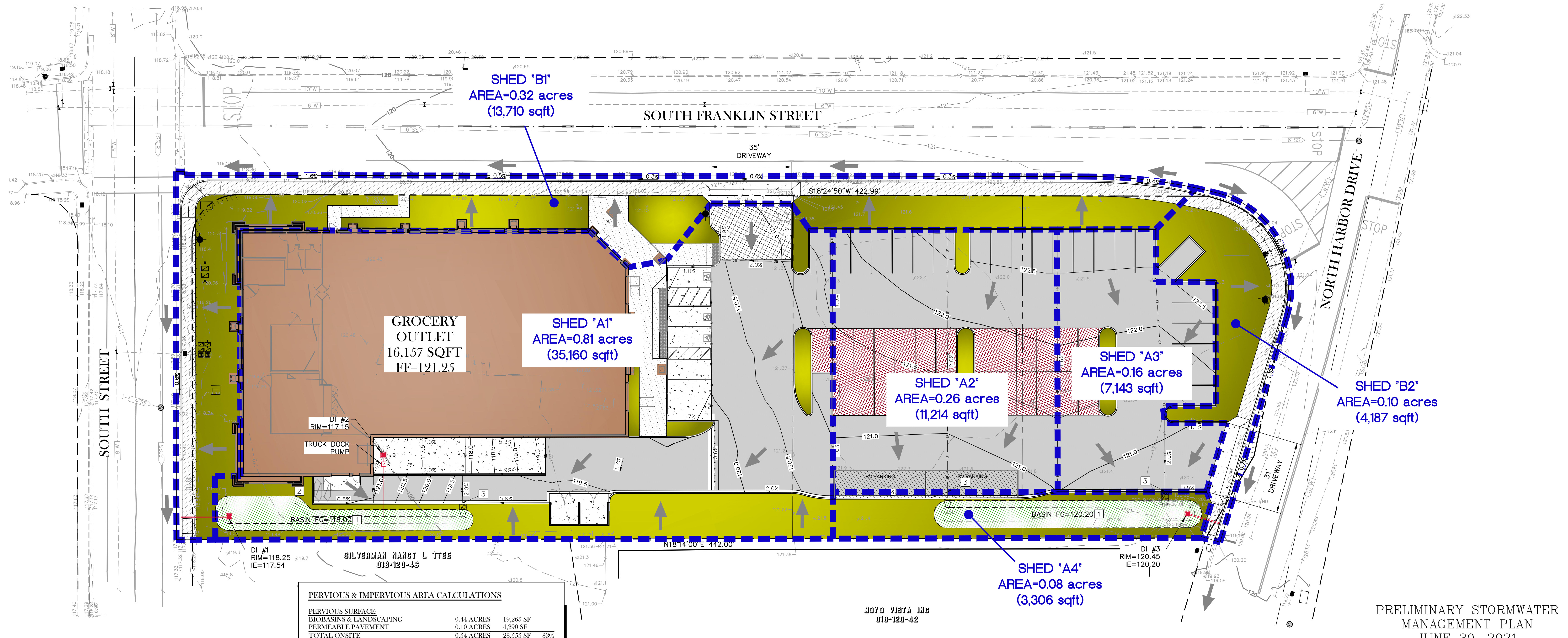
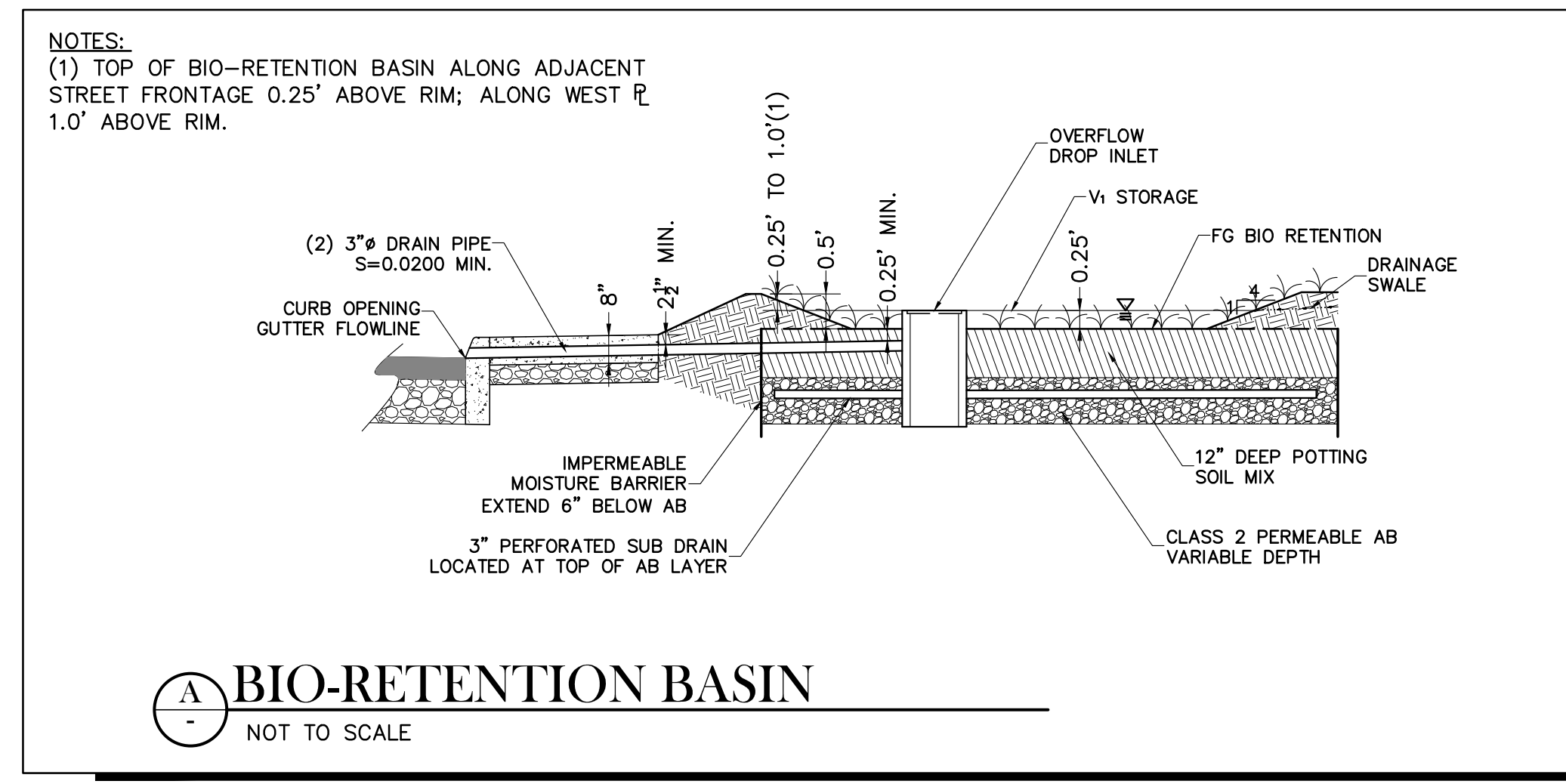
785 Orchard Drive, Suite #110
 Folsom, CA 95630
 Phone: (916) 608-0707
 Fax: (916) 608-0701

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PRELIMINARY STORM WATER MANAGEMENT PLAN
BEST DEVELOPMENT GROUP
GROCERY OUTLET
 825, 845, 851 SOUTH FRANKLIN STREET
 FORT BRAGG, CA

SITE LEGEND

- DRAINAGE INLET
- ASPHALT PAVEMENT
- BUILDING AREA
- LANDSCAPE AREA
- P.C.C. CONCRETE
- BIO RETENTION BASIN
- CONCRETE SIDEWALK
- PERMEABLE PAVEMENT
- DECORATIVE PAVEMENT
- ← OVERLAND RELEASE

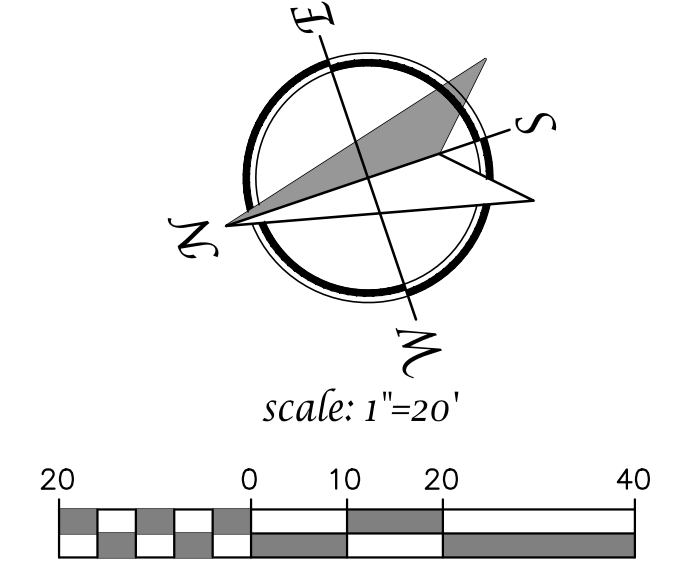


PERVIOUS & IMPERVIOUS AREA CALCULATIONS

PERVIOUS SURFACE:		TOTAL ONSITE	
BIOBASINS & LANDSCAPING	0.44 ACRES	19,265 SF	
PERMEABLE PAVEMENT	0.10 ACRES	4,290 SF	
TOTAL ONSITE	0.54 ACRES	23,555 SF	83%

IMPERVIOUS SURFACE:		TOTAL OFFSITE	
ONSITE:			
AC/CONC PARKING & DRIVE AISLES	23,126 SF		
CONC TRUCK DOCK	1,252 SF		
TRASH ENCLOSURE	314 SF		
SIDEWALKS & HARDSCAPE	1,687 SF		
BUILDING FOOTPRINT	16,157 SF		
TOTAL ONSITE	42,536 SF		
OFFSITE:			
PUBLIC SIDEWALK	4,070 SF		
DRIVEWAYS	754 SF		
TOTAL OFFSITE	4,824 SF	7%	
TOTAL AREA (PERVIOUS & IMPERVIOUS):	1.63 ACRES	70,915 SF	100%

- STORM WATER BMP NOTES**
- 1 BIO-RETENTION BASIN (A/C4)
 - 2 RWL DISCHARGE TO LANDSCAPE ROOF RAINWATER DISCONNECT
 - 3 LANDSCAPE DISCONNECT - PAVEMENT DISCONNECT PRIOR TO BIO-RETENTION



PRELIMINARY STORMWATER MANAGEMENT PLAN
 JUNE 30, 2021

TSD ENGINEERING, INC.
 expect more.
 785 Orchard Drive, Suite #110
 Folsom, CA 95630
 Phone: (916) 608-0707
 Fax: (916) 608-0701

C4

P:\Projects\161-011\02 DWG\B- Planning\FIG C1-3 Preliminary Exhibits.dwg, Marcus Lewis, 13:22:07, 06-30-21

Attachment 2 to RFP

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ____ day of _____, ____ [date, date & year] (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and _____, a [state] [type of corporation] [address] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and **[Delete if not design professional and renumber paragraphs]**

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, the legislative body of the City on _____, [date] by Resolution No. _____ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

[Delete whichever Paragraph E doesn't apply]

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$25,000.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its

performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into

agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed _____ Dollars (\$ _____ .00).

[Delete whichever paragraph 2.1 does not apply.]

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed _____ Dollars (\$ _____ .00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be

made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by [redacted], 20[redacted]. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on [redacted], 20[redacted], [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

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

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

(\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by

the Consultant."

- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise

expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be [REDACTED]. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates [REDACTED] as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Tel: [REDACTED]
Fax: [REDACTED]

IF TO CITY:

City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade

secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties

and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: _____

David Spaur

Its: City Manager

By: _____

Its: _____

ATTEST:

By: _____

June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL
(Scope of Work, Fee Schedule and Time Table)

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS