



NOTICE

Request for Proposal (RFP)

MUNICIPAL CITY ENGINEER SERVICES in Riverdale, Utah

PROPOSALS DUE: By 5:00 p.m. - Wednesday, September 3, 2025

PROJECT NAME: Municipal City Engineer Services

RFP AVAILABLE: August 11, 2025

PROJECT LOCATION: Riverdale, Utah

PROJECT DESCRIPTION (brief): Perform the various duties of the appointed City Engineer for Riverdale City Municipal Corporation through a professional service agreement and as described within this RFP.

PROJECT TERM: Thirty-six (36) months with the potential of two (2) one-year extensions

OWNER: Riverdale City Municipal Corporation
4600 So. Weber River Drive
Riverdale, Utah 84405

CONTACT: Michelle Marigoni, City Recorder
mmarigoni@riverdalecity.com
801.399.5541

All questions shall be submitted in writing no later than 5:00 p.m., MST, Monday, August 25, 2025.

Riverdale City reserves the right to reject any or all proposals received for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

Proposals should be dropped off to the City Recorder, located at 4600 So. Weber River Drive, Riverdale, Utah 8440

Riverdale City, Utah (the "**City**"), is soliciting proposals from qualified engineering firms to provide comprehensive municipal engineering services. The selected firm will serve as the designated City Engineer as required by Utah State Code and Riverdale City Code. The City seeks a partnership with an engineering firm that can deliver high-quality professional services to support its infrastructure development, land planning/land use, and economic growth initiatives. The purpose of this RFP is to continue City Engineer services as a contracted service for up to thirty-six (36) months with the potential of two (2) one-year extensions.

I. SCOPE OF SERVICES

The contracted City Engineer will provide services for the City consistent with the City Engineer's duties and responsibilities described within the Riverdale City Municipal Code. The scope of services shall include, but is not limited to, the following:

1. **General Civil Engineering:** Study and design of City public infrastructure projects, including roads, water distribution, wastewater systems, stormwater management, and other municipal utilities. Study and design of City land development and redevelopment projects, including concept site plan development, mapping, land use analysis, feasibility studies, and general collaboration on zoning compliance.
2. **Plan Review:** Detailed review of all submitted development land use and building department issued permit applications (through the City online permitting system, City Inspect) for compliance with the applicable federal, state and City codes and standards including review of submitted site plan, subdivisions, geotechnical and traffic reports, site grading, storm water calculations, FEMA flood plain, SWPPP, utility (surface and sub-surface) placement, and any other applicable environmental and/or physical constraints. Review comments shall be written and provided to the applicant in a timely manner that ensures adherence to municipal codes and meets the State of Utah requirements for plan review.
3. **Structural Engineering:** Design, analysis, and review of structures, including bridges, retaining walls, and municipal facilities.
4. **Surveying:** Provision of surveying services, including boundary surveys, topographical mapping, and construction staking.
5. **Urban Design:** Collaboration on projects to enhance the City's aesthetic and functional urban environment.
6. **Economic Development Support:** Assistance with engineering analyses and infrastructure planning to support economic development initiatives.

7. **Coordination:** Provide coordinated designs and review comments with the City's internal departments, UDOT, adjacent municipalities, Central Weber Sewer District (CWSD), Rocky Mountain Power, Dominion Energy, Comcast, Century Link, Weber Basin Water District, and any future franchised utilities or partner regulating agency as necessary to resolve potential conflicts as necessary.
8. **Meetings:** Attendance at Riverdale City Planning Commission, City Council, Development Review Committee (DRC), and project coordination meetings is expected when requested. One-on-one meetings with City staff and/or development applicants and landowners will be by appointment.
9. **Inspections:** Provide on-site inspections and reporting of active construction sites as needed.
10. **Additional Services:**
 - a. Coordination with other departments on projects or emergency needs
 - b. Design and construction oversight of City improvement projects
 - c. Code/construction standards revisions and updates
 - d. MS4 support
 - e. Floodplain management support
 - f. Inspections of City facilities

The contracted City Engineer shall maintain a physical presence within five (5) miles of the Riverdale City Civic Center and ensure that assigned staff are available **Monday through Friday, from 8:00 a.m. to 5:00 p.m.**, excluding recognized City holidays. In addition to regular weekday hours, **evening and weekend availability will be required on an as-needed basis** to accommodate time-sensitive projects, emergency responses, public meetings, and coordination with developers, contractors, and City staff who may operate outside of standard business hours. This flexibility is essential to support the City's ongoing infrastructure needs and ensure continuity of service. Anticipate an average spending rate of Fifteen Thousand Dollars (\$15,000.00) per month that will vary depending on the land use/building permit work volume (busy months are mid-April through mid-October) and Twenty Thousand Dollar (\$20,000.00) miscellaneous City project engineering design support services.

II. CONTENT OF PROPOSAL

Proposing firms must meet the following minimum qualifications:

- Licensed and registered professional engineers (PE) in the State of Utah.
- Demonstrated expertise in the areas outlined in the Scope of Services.
- Proven track record of working with municipal governments.
- Adequate staffing and resources to meet project timelines and deliverables.
- Professional liability insurance as required by the City.

Proposals shall be limited to twenty (20) pages will be evaluated on the criteria listed below:

1. **Cover Letter** - This letter should be on the company letterhead and addressed to the City with a statement of the Proposer's basic understanding of the City's needs. The names, the business address and telephone numbers of Proposer's firm's officers, directors, and associates along with the names and addresses of any parent or subsidiary of Proposer's company. Information should describe the nature of the work and the line of authority of these individuals as they relate to this proposal. Clearly state which services within the scope Proposer's firm will provide and which services will be subcontracted (if any). Include the name, office address, email, and telephone number of the Proposer's primary point of contact. As appropriate, also include the names and qualifications of Subcontractors and/or associates that will assist on this project.
2. **Statement of Project Understanding:** Describe Proposer's understanding of the Scope of Services and describe Proposer's approach in providing services. Proposer should provide information on any specific software programs/technology-based applications that are used to keep track of projects that are under review. Proposer should also provide current response times ("turn-around times") for submitted projects. The contracted City Engineer must provide thorough reviews for a number of projects with completion dates happening at any given time. Please provide information on how this will be accomplished. How does the Proposer provide excellent customer service to both project applicants while also ensuring that project applicants adhere to applicable requirements?
3. **Project Team, Key Personnel and Resumes:** Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart. Be sure to note which of the Proposer's staff will serve as Principal Engineer, Review Engineer(s), and Construction Inspector(s).
4. **Company Qualifications:** Provide qualifications of Proposer's firm, emphasizing similar services provided and local experience. Please provide information on any work being done in the County/State and if there is the possibility of conflicts of interest.
5. **References:** Provide a minimum of five (5) references for similar work done, or being done, for clients. Other municipalities, Counties, SSDs, state entities, or interlocal agencies are preferred.
6. **Litigation:** Provide a list of any pending or previous litigation over the past five (5) years related to Proposer's firm's work, and the outcome of any closed claims or cases.
7. **Professional Services Agreement** - A Professional Services Agreement ("Agreement") will be required from the selected consultant after their proposal is accepted. The Agreement will come forth for review and negotiation after the selection process has proceeded. Execution of a mutually acceptable Professional Services Agreement will be required prior to final selection or performing services. A draft Agreement is shown in Exhibit A.
8. **Proof of insurance:** Proposers must submit a letter from their insurance provider stating the provider's commitment to insure the Proposer, if awarded an agreement, for the types

of coverage and at the limits as specified after selection, as shown in Exhibit B. Upon selection, a Proposer must submit a copy of their current certificate of insurance (COI). The COI must include the required coverage and minimum limits as required by the City, as shown in Exhibit B.

9. **Addenda Acknowledgement:** If any Addenda is issued by the City, Proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, Proposers shall state so in this section.

III. FEE PROPOSAL

In a separate envelope, provide a compensation schedule for the services to be provided (“**Fee Proposal**”). Provide an hourly compensation schedule for all personnel that may provide the services requested. Discuss any fee escalators for hourly rates, such as an annual CPI adjustment. Include any markups for reimbursable items, such as printing costs, mailing, material procurement, etc.

The Fee Proposal should be provided in a sealed envelope and marked on the outside of the envelope “*Fee Proposal Submission*”.

Please note that the City intends to select Proposers for interviews based on qualifications and will open a Proposer’s Fee Proposal if the Proposer is selected to be interviewed by the City. All other Fee Proposals will not be considered.

IV. REVIEW AND SELECTION PROCESS

The Proposal must be sealed and received by the City no later than 5:00 p.m. on September 3, 2025. Proposals received after the time and date specified above will not be considered. Please provide three (3) printed copies of the proposal.

The City may, at its sole discretion, invite Proposers to participate in an Oral Presentation/Interview in September 2025. During the interview, Proposers will be required to have staff present that will serve as the Principal Engineer and Construction Inspector for the City. The City reserves the right to select the proposals and only interview those proposers that, in their sole discretion, meet the needs of the City. The specific time of interviews will be determined based on the number of proposals received.

All proposals received shall be evaluated with the emphasis placed on:

1. *Proposal Content and Format* (5%)
 - a. Proposal formatted per Response Content requirements of RFP.
2. *Consultant Experience* (35%)
 - a. Qualifications and relevant experience of consultant and subconsultant personnel.

3. *References* (10%)

4. *Consultant's Capabilities* (35%).

- a. Demonstrated capability on similar or related projects.
- b. Methods to be used in the performance of scope of work.
- c. Approach to maintaining quality of work and cost control.
- d. Commitment to availability of personnel assigned to the City.
- e. Demonstrated ability to meet project requirements and deadlines

5. *Consultant's Fees* (15%)

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Proposer shall be rejected. The City reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to *UCA §63G-2-309*, as amended. Terms of the received proposals are valid for 60 days after the RFP closing date of September 3, 2025. The award of contract is subject to approval by City Council.

Any Agreement awarded because of this RFP shall be awarded without discrimination based on race, color, religion, age, sex, or national origin. Riverdale City reserves the right to award more than one Proposer or reject all Proposals. A selection committee comprised of City staff will review all submitted RFPs.

V. GENERAL TERMS AND CONDITIONS

1. Agreement Requirement: Any Agreement(s) resulting from this RFP will be awarded to a firm whose Proposal meets the technical requirements of the RFP and is best able to perform the required consultant services in the discretion of the City. The Proposer(s) to whom the Agreement is awarded shall execute a written Agreement with the City in short order, preferably within ten (10) calendar days after notice of the award has been sent to the Proposer at the address given in the proposal. The Agreement shall be made in the form approved by the City and incorporated in this RFP as Exhibit A. Any exceptions, concerns, or requests to modify the Agreement must be provided in writing and submitted with the Proposer's proposal. The Proposer warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, and materials to carry out and complete the work hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes, and regulations.

2. Communications Regarding RFP: If a Proposer is in doubt as to the meaning or intent of any part of the RFP, or discovers discrepancies in or omissions from the RFP, it may submit a written request for an interpretation or correction thereof to the City Records Office, Attn. Michelle Marigoni, mmarigoni@riverdalecity.com. Interpretation or correction of the RFP shall be made only by addendum duly issued by the City. A copy of any such addendum shall be published on the City website at www.riverdalecity.com, and such addendum shall be considered a part of the RFP and shall be incorporated therein. All timely requests for information submitted in writing by August 25, 2025, at 5:00 p.m., shall receive a written

response from the City. Telephone communications with members of City staff are not encouraged. Any such oral communication shall not be binding on the City.

3. Modification or Withdrawal of Submittals: Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the prospective Proposer. To be considered, however, the modified proposal must be received by the time and date originally specified.

4. Proposal Ownership: Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

5. Non-Commitment of City: This RFP does not commit the City to award an agreement, to interview any engineering firm, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP, if it is in the best interest of the City to do so.

6. Subcontractor Approval: Unless prior written consent from the City is obtained, only those Subcontractors whose names appear in Proposer's proposal shall be used in the performance of this Agreement.

7. Addenda: The County may, from time to time, issue Addenda to the RFP. Proposers are responsible for ensuring that they have received all Addenda. Each Proposer is responsible for verifying that it has received all Addenda issued, if any. Proposers must acknowledge receipt of all Addenda, if any, in their proposals. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

Exhibit A

Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT**, entered into as of the _____ day of _____, 2025, by and between the **RIVERDALE CITY**, a Utah political entity (hereinafter “**City**”) and **XXXXXXXXXXXX**, a Utah limited liability company (hereinafter “**Consultant**”). The City and Consultant are collectively referred to herein as the “**Parties**” and sometimes individually as a “**Party**”.

RECITALS

WHEREAS, the City has established a need for a professional consultant for comprehensive zoning code updates to its Title 10 – Zoning Ordinance; and

WHEREAS, the Consultant proposes to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

- 1. Performance of Services.** City hereby agrees to engage Consultant, and Consultant hereby agrees to perform the work described in the Scope of Services set forth in Exhibit A, attached to and made part of this Agreement.
- 2. Time of Performance.** This Agreement shall commence on the date written above and shall terminate on XXXXXX, unless sooner terminated under other terms of this Agreement.
- 3. Compensation.** As full compensation for performance of the Scope of Services, City shall pay Consultant **XXXXXXXX DOLLARS (\$XXXXX)**. Consultant shall invoice City for services performed on a monthly basis, and City shall pay Consultant within thirty (30) days of receipt of such invoice.
- 4. Furnishing of W-9:** Payment under this Agreement is contingent upon Consultant furnishing City with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. Consultant shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.
- 5. Termination of Agreement for Cause.** If, through any cause, a Party shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if a Party shall violate any of the covenants, agreements or stipulations of this Agreement, the other Party shall have the right to terminate this Agreement by giving five (5) days written notice to the Party of such termination and specifying the effective date thereof. In the event of termination for cause, Consultant shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the above, exercise of termination for cause shall not relieve of liability for damages for breach of contract.

6. Termination for Convenience. The City or Consultant may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, Consultant shall be entitled to receive the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination.

7. Prior Agreements. This Agreement supersedes, supplants and extinguishes any prior agreement between the parties.

8. Attorneys' Fees. In the event either Party institutes litigation to enforce its rights under this Agreement, the prevailing Party in such litigation shall be entitled to an award of its reasonable attorneys' fees and costs.

9. Notice. Any notice, or notices, required or permitted to be given pursuant to the Agreement, may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Brandon Cooper
 Riverdale City
 4600 South Weber River Drive
 Riverdale, Utah 84405
 801.394.5541

Consultant: XXXXXXXXXXXX

10. Independent Contractor. Consultant is independent of the City and shall perform all services according to his own methods without being subject to the control of the City, except as to the results obtained. Consultant is not and shall not be considered an employee of the City. The City shall not pay nor be responsible for any contribution to Social Security, Medicare, unemployment insurance, federal or state withholding taxes, nor provide any other contributions of benefits, which might be expected in an employer-employee relationship. Consultant, as an independent Consultant, shall provide and be responsible for any and all sub-consultants, and its employees or agents, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, or other benefits that may be due as a result of this Agreement. Consultant is a Utah limited liability company. City agrees that its sole remedy for any claims, damages, losses, expenses and costs arising from or caused by Consultant's work regarding the Scope of Services shall be against this entity and not against any individual employee, member or owner of Consultant.

11. Insurance. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this agreement. The cost of such insurance shall be paid by the Consultant. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Consultant's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$500,000 per accident.
- iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per claim.

Each insurance policy required by this Agreement shall contain the following provisions which provide that:

- i) The insurance shall not be canceled by the insurance company except after thirty days prior written notice (or ten days written notice for non-payment of premium) has been given to the City).
- ii) Any insurance or self-insurance maintained by Riverdale City or the Riverdale City Redevelopment Agency, its elected or appointed officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with insurance provided by this policy. This shall not apply to Professional Liability or Workers Compensation.

Each insurance policy required by this Agreement, excepting policies for Workers' Compensation and Professional Liability shall provide that:

- i) The City, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City.

Insurance is to be placed with insurers acceptable to and approved by the City. Consultant's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

The City shall be furnished with certificates of insurance and endorsements affecting coverage required within, signed by a person authorized by that insurer to bind coverage

on its behalf. All certificates and endorsements are to be received by the City before work begins within the Scope Area.

The City reserves the right to require complete copies of all required insurance policies at any time.

Consultant shall require all of its sub-consultants to maintain similar policies and shall furnish separate certificates and endorsements for each sub-consultant. All coverages for Consultant's sub-consultants shall be subject to all of the requirements stated herein.

The limits of insurance required herein shall be construed as limiting the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from the activities of Consultant or its agents, employees, invitees or sub-consultants during the duration of this Agreement.

12. Indemnification. Consultant agrees to indemnify and hold harmless the City, its elected and appointed officials, employees, and volunteers and others working on behalf of the City against loss, including all costs connected therewith, and for any damages which may be recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, to the extent caused by the negligence performance of the services under this Agreement. Consultant shall also indemnify the City and hold the City harmless from debts arising out of other contracts entered into by Consultant, or from any liens or encumbrances. Notwithstanding any provision in this Agreement to the contrary, City agrees to the fullest extent permitted by law, to limit Consultant's total aggregate liability to City and anyone claiming by or through City, for any and all injuries, claims, losses, expenses, damages, costs and expenses arising out of or relating to the services provided under this Agreement or the Project, from any and all causes including but not limited to negligence, breach of contract, or any other legal or equitable theory, to the remaining limits of liability available from Consultant's applicable insurance policies at the time of any settlement or final judgment in favor of City and/or its successors in interest.

13. Interest of Consultant. Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. When Rights and Remedies Not Waived. In no event shall any payment or granting of consideration by the City hereunder constitute or be construed to be a waiver by the City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

15. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

16. Modifications. No oral modifications or amendments to the Agreement shall be effective, but the Agreement may be modified or amended by written agreement.

17. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law.

18. Employment Status Verification. Consultant shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-12-302 of the Utah Immigration Accountability and Enforcement Act.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto execute the foregoing instrument
as of the day and year first above written.

RIVERDALE CITY

By: _____
Braden Mitchell, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

XXXXXXXXXX

By: _____

Its: _____

EXHIBIT A

to Professional Services Agreement

Scope of Services

To be attached

Exhibit B

Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this agreement. The cost of such insurance shall be paid by the Consultant. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Consultant's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$500,000 per accident.
- iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per claim.

Each insurance policy required by this Agreement shall contain the following provisions which provide that:

- i) The insurance shall not be canceled by the insurance company except after thirty days prior written notice (or ten days written notice for non-payment of premium) has been given to the City).
- ii) Any insurance or self-insurance maintained by Riverdale City or the Riverdale City Redevelopment Agency, its elected or appointed officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with insurance provided by this policy. This shall not apply to Professional Liability or Workers Compensation.

Each insurance policy required by this Agreement, excepting policies for Workers' Compensation and Professional Liability shall provide that the City, its elected and appointed officials,

employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City.

Insurance is to be placed with insurers acceptable to and approved by the City. Consultant's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

The City shall be furnished with certificates of insurance and endorsements affecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins within the Scope Area.

The City reserves the right to require complete copies of all required insurance policies at any time.

Consultant shall require all of its sub-consultants to maintain similar policies and shall furnish separate certificates and endorsements for each sub-consultant. All coverages for Consultant's sub-consultants shall be subject to all of the requirements stated herein.

The limits of insurance required herein shall be construed as limiting the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from the activities of Consultant or its agents, employees, invitees or sub-consultants during the duration of this Agreement.