REQUEST FOR PROPOSALS
For
Waterfront Specific Plan

Bid No. 2021-19

Contact Person: Caitlin Castellano, Senior Planner
Development Services – Planning
531 K Street, Eureka, CA 95501
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Critical Dates and Deadlines:

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<td>RFP Announcement Released</td>
<td>9/8/2021 (Wednesday)</td>
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NOTICE OF REQUEST FOR PROPOSAL

City of Eureka Bid No.: 2021-19

PROJECT TITLE: WATERFRONT SPECIFIC PLAN

1. The City of Eureka (City) is issuing a Request for Proposals (RFP) from qualified consultants/firms with the expertise and technical qualifications to undertake, guide, and successfully facilitate the development of a Waterfront Specific Plan and associated environmental analysis pursuant to the California Environmental Quality Act with a focus on promoting housing (Project).

   The City will receive proposals in the Finance Department, 531 K Street, Eureka, California, 95501, no later than 4:00 p.m. Friday, October 29, 2021.

2. The services to be performed by the successful Consultant/Firm (Project consultant) are described in the RFP. Copies of the RFP are available on the City’s website at: http://www.ci.eureka.ca.gov/depts/pw/engineering/bids.asp. For more information, contact:

   Caitlin Castellano, Senior Planner
   Development Services - Planning
   City of Eureka, 531 K Street, Eureka, CA 95501
   Phone: (707) 441-4160
   Email: planning@ci.eureka.ca.gov

3. All responsive proposals will be reviewed and evaluated by the City to determine which proposal best meets the City’s needs for the Project. The criteria by which the City will evaluate the proposals are set forth in the Selection Criteria (Section 6.0).

4. The City reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

5. The City is not responsible for any costs incurred in the preparation of proposals and/or any work rendered by a firm prior to the contract award.

   ________________________________
   September 8, 2021
   Miles Slattery
   City Manager

   ________________________________
   September 8, 2021
   Date
INTRODUCTION TO THE CITY OF EUREKA

As the official seat of world-famous Humboldt County, California, the City of Eureka is the heart of the U.S. Redwood Coast. Eureka is the market and cultural center of a beautiful region filled with iconic redwoods — the world’s tallest trees — and stunningly beautiful, rugged, and remote ocean landscapes.

When venturing through the ‘Redwood Curtain,’ which culturally protects the region, the City is most famous for its unique Victorian architecture, creative artistic culture, and one-of-a-kind shops, restaurants, and artisanal businesses.

Eureka occupies a prominent geographic, economic and cultural position on California’s Redwood Coast and offers a cool, California coastal setting, and unique economic assets that include:

- Business friendly policies and tax codes (recently updated in the City’s 2040 General Plan)
- The only deep-water shipping port between San Francisco and Northern Oregon
- Transpacific fiber optic landing station (coming soon!)
- Talent-feeder pools from Humboldt State University (soon to become a polytechnic institution!), College of the Redwoods, and abundant area craft and tradespeople
- Easy access to North/South Highway 101 and East/West State Route 299
- High Quality of Life
- Abundant nearby outdoor recreation
- Small-town community
- Walkable setting
- Mild, desirable climate
- Quality rural healthcare

Location and Access

Nestled between the pristine Humboldt Bay and the famous California Coastal Redwood forests, Eureka is the largest coastal city between San Francisco and Portland, and an easy weekend drive to many towns and cities across California and the Pacific Northwest.

Highways

The City sits directly on the North Coast Redwood Highway (Highway 101), and is just south of California State Route 299, the East/West highway that connects the area to Interstate 5 (I-5) at Redding.

Air Service

The area is served by the Arcata-Eureka Airport (California Redwood Coast-Humboldt County Airport) located in McKinleyville. Direct commercial flights to San Francisco, Los Angeles, Burbank, Denver, and Phoenix are offered by United, American Airlines, and Avelo.

Murray Field and the Eureka Municipal Airport are additional general aviation airports supporting private and charter air service.
Local Transit

Humboldt Transit Authority provides bus service for riders with affordable fixed-route and dial-a-ride transportation options that allow access throughout Humboldt County. Services span from Trinidad, south along Highway 101 to Benbow, and east on Highway 299 from Arcata to Willow Creek. Within the Eureka city limits, Eureka Transit Service provides five bus routes with service Monday through Saturday.

Multiple car rental and ride share companies are also available in and around Eureka.

Bay Access

Eureka’s Humboldt Bay offers the only deep-water port between San Francisco and Portland. Public boat launches and two-hour courtesy mooring is available on the bay. Woodley Island Marina is the largest marina and offers 237 slips for commercial, recreational, research and safety vessels as well as guest docking facilities, hoists, work area, café and bar, laundry facilities, ships chandlery and boat sales, rentals and lessons. The Eureka Public Marina includes 150 boat moorage slips that accommodate vessels from 20-70 feet in length. Amenities include a two-lane launch ramp, fish cleaning station, parking area, public restroom, tenant shower building with coin operated laundry machines, and a waste oil disposal facility. Water and electricity are provided to each slip.

Weather

Eureka’s coastal climate is mild and consistent with a temperature range from the low 50’s in the winter to the 60’s and low 70’s in the summer.

Population

In July 2019, Eureka’s population was estimated at 26,710. However, the combined population of Eureka and surrounding unincorporated communities (the Greater Eureka Area) is approximately 50,000, making Eureka the second largest urban area in the geographic north half of the state (second only to Redding).

While it is not a “big city” by most definitions, within both Humboldt County and the larger region, Eureka is the only city with buildings over three stories, is home to the largest hospital in the area, has the only commercial waterfront, and has, by far, the largest concentration of lodging, restaurants, and retail stores available.

Economic Vitality

The City of Eureka generates around 50% of Humboldt County’s overall sales tax, is home to nearly half the jobs in the County, and has the highest job density in the region (particularly Downtown). Eureka provides a disproportionately high share of employment, shopping, medical services, and recreation options across the region.
A recent economic boom has been credited in large part to licensed cannabis-trade investment and a recently-adopted pro-business 2040 General Plan. Resultant jobs are likely to increase demand for housing in the Downtown and Old Town/Waterfront area.

Looking ahead, the City anticipates additional growth related to the expansion of aquaculture and technology as planned new assets are further leveraged for strategic community development.

**Early Development**

The historic development pattern of Eureka is based on the early establishment of an uninterrupted urban grid with 300-foot blocks and alleys that pass through the center of nearly every block. From the 1860s through the 1950s, Eureka’s Downtown area was densely developed with three to five-story buildings, and nearby residential areas were developed with a rich diversity in architecture. The Downtown and Old Town areas have an extremely well-connected network of wide sidewalks, which creates a very walkable environment. Frequently-spaced traffic signals, pedestrian-activated crosswalks, and low vehicle speeds help limit traffic impacts on walkability and the overall quality of the pedestrian environment.

**Housing Trends**

Like most communities in California, Eureka is experiencing a shortage of housing at all income levels. Eureka is especially hard hit by this trend since the City is almost completely built-out and has little to no room for expanding the City’s residential zone districts. For this reason, the City (as documented in the 2040 General Plan) has shifted its focus to encourage dense infill housing development in the Downtown and Old Town/Waterfront area, including commercial, office, and residential uses. The City encourages walking, biking, public transportation, carpooling, car sharing, and other forms of transportation as an alternative to single-occupancy motor vehicles.

**Education**

Eureka City Schools serves the City of Eureka with a children’s center, four elementary schools, two middle schools, one high school, and one continuing education high school. Humboldt County Office of Education provides an additional elementary school that serves the greater Eureka area. There are also two K-12 charter schools located in the City and two K-12 charter schools located in the greater Eureka area.

Institutions of higher learning include the College of the Redwoods, located on the south edge of the Greater Eureka Area, and Humboldt State University, located just eight miles north in Arcata. College of the Redwoods manages a downtown satellite campus to augment offerings of the 270-acre main campus, and California Governor Gavin Newsom and the State Legislature included a historic $458 million investment in the 2021-22 California state budget to assist Humboldt State University’s effort to become Northern California’s first polytechnic institution with new academic programs slated to begin Fall 2023.
**Historic District**

Eureka’s historic district (the vast majority of which is located in the Waterfront Specific Plan area) is listed on the National Register of Historic Places and includes a 350-acre (1.4 km²) area containing 154 highly distinctive buildings. The core of the historic district runs the length of First, Second, and Third Streets, between "C" and "M" Streets, and showcases diverse architectural displays from the 1850s to the present. Eureka has hundreds of examples of 19th- and early 20th-century architecture, but the area is most well-known for its Victorian gems. The extensive array of intact Victorian era and later homes and public buildings include many ornate examples of Colonial Revival, Eastlake, Greek Revival, Italianate, Queen Anne, and Stick styles of Victorian architecture. The “Carson Mansion” and “Pink Lady,” two of the City’s most famous buildings, are stunning examples of the architectural period that defines the City and are both located within the official historic district boundaries.

**Culture**

Eureka is also honored by a prestigious “California Cultural Arts District” designation. One of just fourteen communities across the state to be celebrated for its abundant offerings and unique experiences, Eureka offers more than 75 cultural sites and distinctive local businesses committee to displaying art and hosting performances. The City offers abundant regular outdoor festivals and events, a waterfront boardwalk and marina, a walkable downtown district, the oldest accredited zoo in California, museums, theaters, and the area’s newest, tallest, most distinctive attraction, the Redwood Sky Walk.

The Old Town and Downtown Areas of Eureka offer blocks of vintage commercial buildings that contain bookstores, restaurants, bars, coffee houses, galleries, museums, and a variety of boutiques, providing wonderful places to shop, stroll and dine.

Eureka hosts the region’s largest monthly cultural and arts event, "Arts' Alive!" on the first Saturday of each month where more than 80 Eureka businesses and local galleries open their doors to the public. Eureka also offers Friday Night Markets throughout the summer, which includes food, drink, local vendors, and a farmer’s market.

Eureka was even named the top best Small Art Town in the book "The 100 Best Small Art Towns in America."

**Parks and Recreation**

Eureka offers easy access to some very special places. The City itself has 14 official city parks including the 6.3-mile Waterfront/Bay trail and locally treasured Sequoia Park which is situated on more than 67 acres of mature old and second-growth Redwood forest groves and offers Eureka’s largest public playground, hiking trails, a duck pond, gardens, the state’s oldest accredited zoo, and the new Redwood Sky Walk experience.

The Zoo is currently implementing Phase II of the Zoo Master Plan including the recent opening of the Redwood Sky Walk, an ADA accessible elevated walkway consisting of a network of
suspended bridges reaching through and across a magnificent stand of old growth and mature second growth redwood trees.

Additionally, the middle link of the Humboldt Bay Trail, connecting Eureka and Arcata, has secured funding for its completion starting in 2021, and residents will be able to access it from Eureka’s Waterfront/Bay trail spur. Completion of this trail will provide a Class I bikeway for travel between the two major employment cities, Eureka and Arcata. The City is currently planning the Bay to Zoo trail, which will provide connectivity between the Waterfront Trail and inland residential and medical areas, terminating near the Sequoia Park Zoo to the south.

Eureka residents also enjoy nearby Humboldt Botanical Gardens, Freshwater Park, Samoa Beach and Dunes Recreation area, Humboldt Bay National Wildlife Refuge, and Fort Humboldt State Historic Park.

Venturing just a bit further out into Humboldt County, Redwood National and State Parks (NPS), Humboldt Redwoods State Park, Humboldt Lagoons State Park, Patrick’s Point State Park, Prairie Creek Redwood State Park, Six Rivers National Forest, Richardson Grove State Park, Grizzly Creek Redwood State Park, Headwaters Forest Reserve, and more, all offer easy access to magnificent forests, beaches, lagoons, trails and abundant wildlife.

**History**

Eureka was originally populated by the Wiyot people, a Native American tribe that has lived in the Humboldt Bay region for thousands of years. Settlers arrived in the area in the 1800s, and the City was founded in 1850.

By 1853, white settlers outnumbered the Wiyot people, and Fort Humboldt was established by the U.S. Army to assist in conflict resolution between Native Americans and gold-seekers. The conflict was not resolved peacefully, however, and in 1860 the majority of the Wiyot tribe was tragically murdered in what became known locally as the “Wiyot Massacre.”

In the following years, the prosperity brought by lumber production turned Eureka’s waterfront along Humboldt Bay into a bustling commercial district. Many of the areas famously ornate Victorian buildings — Queen Anne- and East Lake-style — sprung up during this era of tremendous settler prosperity.

Logging continued in the redwoods through the 1970s, and commercial fishing also gained a local stronghold during much of the 1900s. Humboldt Bay is filled with abundant wildlife, and locals still frequently buy fresh crab, oysters, and more from the fishermen who dock at Woodley Island Marina.

In the 1940s and 1950s, local contractor Ernest Pierson designed and constructed around 2,000 affordable, modern post-war homes. In the 1960s, the back-to-the-land movement brought cannabis cultivation to the region at scale. The then-illegal industry fed a cash economy, reinforced the region’s fiercely independent spirit, and supported a creative arts culture that remains rich, vibrant, and deeply rooted to the region.
In October of 2019, the City made international headlines when they returned a sacred island in the Humboldt Bay to their friends and neighbors in the Wiyot tribe. This event marked the first time a local government had taken such action anywhere in the country and was a long-awaited and deeply significant moment of healing for the entire community.
1.0 Purpose and Goal:

The City seeks to hire a Consultant/Firm with the expertise and technical qualifications to successfully undertake, guide, and facilitate the development of the Waterfront Specific Plan (Specific Plan or the Plan) in compliance with California Government Code (CGC) § 65450 et seq., and associated environmental analysis (CEQA Streamlining) pursuant to the California Environmental Quality Act (CEQA). The CEQA analysis and streamlining will be used to adopt the specific plan, and for approval of future development described in the Specific Plan. Eureka’s Local Coastal Program (LCP) and 2040 General Plan call for mixed-use development along Eureka’s waterfront on Humboldt Bay. However, regulatory and environmental barriers often hinder efforts to develop along the waterfront. The Specific Plan will be used to facilitate new mixed-use development, nearly all of which is envisioned to contain residential uses, by streamlining environmental review of subsequent projects. It is anticipated the Plan will result in the creation of at least 115 housing units by 2027 to ensure the City meets its Regional Housing Needs Allocation (RHNA) requirements.

The main goal of the Waterfront Specific Plan is to provide a roadmap for development and redevelopment of the vacant and underutilized sites and buildings along and near Eureka’s central waterfront. The vision for the Waterfront Specific Plan area (Plan Area), which will be refined and augmented through community outreach during the planning process, includes the following:

- Encourage a mix of new residential uses in the Library District and Old Town.
- Promote our Waterfront and Old Town as vibrant destinations for residents, businesses, the arts, and tourists.
- Develop parking strategies that work for visitor-serving uses and access to Humboldt Bay and implement flexible regulations for Eureka’s unique conditions as well as changing technology such as self-driving cars (in coordination with the on-going Downtown Eureka Parking Study).
- Provide opportunities for waterfront trail enhancements, connections, and extensions inland through sloughs and gulches and greenways.
- Support well planned “infill first” development that builds upon Eureka’s historic development patterns by utilizing greater intensities and building heights than have been allowed in past LCPs, and identifying buildings in need of renovation to resolve safety and code violations or upgrades, such as Americans with Disabilities Act [ADA] compliance.
- Foster a diverse and resilient local economy friendly to new business investment and the creation and retention of quality jobs while supporting equity and diversity, and promoting cultural celebrations.
- Champion our port and harbor-related industries and encourage new harbor-related development [in industrial locations] by strengthening the area’s connection to Humboldt Bay and encouraging water-oriented and water-related development along the waterfront.
• Encourage growth in our tax base to support City services and infrastructure. Protect our historic architecture, seaport heritage, and tribal history.
• Develop strategies for streamlined permitting processes.
• Develop strategies to preserve and protect the City’s significant waterfront commercial, residential, and historic areas.
• Preserve the beautiful coastal habitat resources, while acknowledging and expanding upon the built urban environment.
• Provide abundant options for leisure time including top quality parks and recreation programs.
• Deliver appropriate levels of public services in an efficient, equitable, and cost-effective manner.
• Promote multi-modal transportation options and “complete streets” that accommodate walking, biking, vehicles and transit.
• Prepare to develop short-, medium-, and long-term strategies to reduce impacts from sea level rise on existing and future structures, sites, and infrastructure, including roadways and utilities.
• Provide an environment that inspires healthy and active living.
• Address homelessness in a proactive and progressive manner.
• Protect our community from manmade disasters and prepare for natural disasters, including seismic activity, tsunamis, flooding, and wildfires.

Furthermore, the City recently adopted branding guidelines and materials in 2020, and desires Waterfront Specific Plan project branding materials and documents be consistent with these guidelines.

2.0 Background and Plan Area:

Local Coastal Program Update

The Plan Area is located entirely within the coastal zone (unless the budget allows for an optional addition of a portion of the inland Downtown Area – see Optional Expansion of Plan Area on page 14). The standard of review for land use planning and development in the coastal zone is the City’s Local Coastal Program (LCP) which implements the California Coastal Act at the local level. An LCP consists of two parts: 1) the Coastal Land Use Plan (LUP), which is the relevant portion of a local government’s general plan; the LUP is comprised of land use maps and policies and programs which are sufficiently detailed to indicate the kinds, locations, and intensity of land uses, and resource protection and development in the coastal zone; and 2) a Coastal Implementation Plan (IP) (i.e. Coastal Zoning Code), which includes zoning maps, development standards, and other implementing ordinances that conform with and carry out LUP policies. The City’s LCP was originally certified by the California Coastal Commission in 1984. A comprehensive update to the City’s LUP was effectively certified by the Coastal Commission in 1999. The City’s Coastal Implementation Plan has not been comprehensively updated since 1984 and still includes much of the City’s zoning code from the 1960s.
The City recently adopted an updated 2040 General Plan and zoning code (Inland Zoning Code) in 2018 and 2019, respectively, but has not yet comprehensively updated its LUP and Coastal Implementation Plan to incorporate the relevant portions of these documents. As a result, the 2040 General Plan and Inland Zoning Code do not apply to the Plan Area within the coastal zone, and this area continues to be governed by the LCP documents originally developed and certified in the 1980s and 1990s.

Although not yet certified by the Coastal Commission for the coastal zone, the 2040 General Plan’s land use plan, goals and policies, and implementation strategies are intended to cover the City’s coastal zone. The City has developed a draft LUP update which will be an element of the 2040 General Plan and include the 2040 General Plan’s land use designations and policies specific to the coastal zone, among other policies necessary to implement the Coastal Act. The City hopes to seek certification for this LUP update in late 2021/early 2022. The City is also working on an IP update to align the Coastal Implementation Plan with the Inland Zoning Code.

Because the Coastal Commission has not reviewed the portions of the 2040 General Plan which are intended to apply to the coastal zone, there is no certainty that any of the 2040 General Plan or Inland Zoning Code can be applied to the Plan Area. Therefore, the consultant will need to utilize the Commission-certified LUP and Coastal Implementation Plan when developing the Specific Plan while recognizing the vision for the Plan Area as identified in the 2040 General Plan. The City acknowledges it will be challenging to prepare a Specific Plan for an area that has an outdated but certified-LCP, while incorporating the vision of an uncertified 2040 General Plan.

The City intends to use the information collected and the environmental analysis performed during this Project to inform and facilitate the ongoing comprehensive LCP update, and to eventually incorporate the Specific Plan into the LCP update. Given that the LCP update is anticipated, and an LCP amendment will be necessary to implement the Specific Plan, the Plan need not be fully consistent with the currently certified LCP. However, any inconsistencies between the certified LCP and Specific Plan need to be identified and the Specific Plan must be fully in conformance with the California Coastal Act.

**Plan Area**

The City’s “Core Area” is the traditional center and cultural hub of the City and is a primary focus of both the LCP and 2040 General Plan. The two documents define the boundaries of the Core Area differently, but both include all or portions of the Commercial Bayfront (also known as the Central Waterfront), Old Town, the Library District, and Downtown. The Plan Area encompasses approximately 130 acres (Figure 1) and follows the boundaries of the Core Area within the coastal zone as defined by the 2040 General Plan. This includes the Commercial Bayfront, Old Town, and Library District, but not the inland Downtown area.

LCP Goal 1.B calls for the creation of a compact, pedestrian-oriented, economically robust, central Core Area that provides a clear geographic focus for attracting visitors and residents and for increasing private sector investment. The 2040 General Plan similarly includes Goal LU-2 calling for a thriving, compact, and pedestrian-oriented Core Area that serves as the heart of
Eureka’s civic, cultural, business and visitor area and is appealing to new investment. Both documents seek to expand the supply of housing in the Core Area.

Figure 1: Aerial view of the Plan Area (lime green) with the coastal zone boundary (blue)

Coastal Land Use Plan (LUP) Land Use Designations for the Plan Area (Figure 2)
The LUP includes a set of land use designations specifically focused on the Coastal Core Area that are intended to “enhance the vital mixed-nature of existing development and to encourage new development that reinforces this vitality.” Allowed uses in the Coastal Core Area are distinguished by primary and secondary uses for both ground floors and upper floors of buildings. “The emphasis of ground floor uses is on promoting retail and visitor serving uses that increase the level of pedestrian activity in the area. For upper floors of buildings, [the LCP] calls primarily for residential and office uses that provide support for retail businesses in the area and ensure the presence of people in the Core Area around the clock (workers during the day and residents in the evening and through the night).”

1997 LCP - Land Use Plan land use designations in the Plan Area include:
- Core Waterfront Commercial (C-WFC)
- Core Residential Office (C-RO)
- Core Retail Commercial (C-RC)
- Waterfront Commercial (WFC)
- Medium Density Residential (MDR)

In addition to the Coastal Core Area land use designations, the LUP (Appendix B: Coastal Land Use Policy) contains policies and programs which are specific to the Coastal Core Area, including policies that call for preservation of (and compatibility with) the area’s historic character and prioritization of coastal-dependent, coastal-related, visitor-serving, recreational, and public access uses along the waterfront.
Coastal Zoning Districts in the Plan Area (Figure 3)
The Plan Area includes the Waterfront Commercial (CW), Public (P), and Office/Multi-Family Residential (OR) zoning districts as identified in the Coastal Implementation Plan.

2040 General Plan Vision for the Core Area and Impetus for the Waterfront Specific Plan
Although not effective in the coastal zone portion of the City, the 2040 General Plan’s Land Use Element describes the Core Area as follows:

Built upon a grid pattern of streets that extends to the waterfront with an extensive inventory of historic structures, the Core Area currently contains the largest concentration of multi-story buildings, cultural facilities (such as museums and
theaters), restaurants, and professional offices on the north coast of California (Humboldt, Mendocino, Del Norte Counties). The Core Area presents numerous opportunities for revitalization and also includes a significant number of resources worth preserving. In the coming 20 years, the City envisions the Core Area expanding its influence as the business and cultural center of the City, with increased opportunities for tourism and expanded upper floor residential uses.

The vision for future development of the Plan Area (and entire Core Area) is encapsulated by 2040 General Plan Policy LU-2.1 which calls for the support of the following uses and activities within the Core Area:

- **Mixed-use** emphasizing a highly-interactive retail and service environment at the street level with office and residential uses primarily above the first floor and in portions of buildings that do not have street frontage;
- **Evening Uses and activities** that extend the hours of activity in the Core Area;
- **Housing** including the rehabilitation and conversion of vacant upper floors of buildings and portions of buildings that do not have street frontage;
- **Incentivized live-work and mixed-use spaces** that allow for joint living and working quarters that are promoted through reduced or eliminated parking requirements and other incentives;
- **Neighborhood markets** and other services needed to serve the residents and employees of the district;
- **Specialty and boutique shops, restaurants, and other locally-owned storefront businesses** with particular focus on the creation of a distinct pedestrian oriented shopping district from C Street to I Street, and the Waterfront to 3rd Street;
- **Cultural and art related facilities and events** that attract patrons with particular focus on the creation of a cultural arts/theater district and renovation of the Ingomar Theater and other historic facilities;
- **Visitor serving uses and recreational activities** on street frontages;
- **Waterfront hotel(s)** to draw new visitors to businesses in the Core Area and throughout the City;
- **Vacation rentals** that draw new visitors to businesses in the Core Area and throughout the City;
- **Professional and business services**, such as attorneys, realtors, architects, engineers, investment specialists, and other professional fields that provide a daily customer base for the retail and food-related uses in the area;
- **Craftsman shops** where items such as baked goods, glass, pottery, small furniture, clocks, and other specialized items are made and sold onsite;
- **Public spaces** such as plazas, squares, parks, pocket parks, parklets, small community gardens, trails, boardwalks, piers, and public and private recreational uses including the redesign and retrofit of the Gazebo and Clark Plaza to increase their usefulness, safety and comfort; and
• **Government facilities and services** consolidated into a regional center of civic offices, services, and functions.

Furthermore, the impetus for the creation of the Specific Plan is 2040 General Plan Policy LU-2.11:

Initiate a specific plan for the Core Area to create a framework to focus community efforts and enhance the ability to attract funding and reinvestment in the Core Area. The specific plan shall solicit the active participation of property owners, investors, local business owners, and residents, and address the following:

• Specific strategies to attract the types of users and activities identified in Policy LU-2.1 Core Area Uses and Activities (see above);
• Use of vacant buildings and unused upper story space;
• Historic resource preservation;
• Improvements to streetscapes and other public spaces including pedestrian scale lighting;
• Land use strategies for key properties along the waterfront including Halverson Park and lands east of the Samoa Bridge, the waterfront properties between C and F Streets, and the property north of First Street between G and I Streets;
• Enhanced pedestrian, bicycle, and transit connectivity and safety, including transitioning south to 5th Street between Old Town and Downtown;
• Parking *[in coordination with the on-going Downtown Eureka Parking Study]*;
• Increased public safety and security;
• Incentives, branding, and promotional strategies; and
• Identification of grants, associations, partnerships, financing districts and other public and private funding mechanisms to implement defined actions, improvements, and maintenance.

Optional Expansion of Plan Area (Figures 4, 5, and 6)

If the budget allows, the City would like to expand the Plan Area by approximately 65 acres to include a portion of the City’s Inland Downtown Core Area. With this inland area included, the Plan Area would also encompass most of the study area for a pending Downtown Eureka Parking Study. The expanded area includes the Downtown Commercial (DC) and Public/Quasi-Public (PQP) land use designations as identified in the 2040 General Plan, and the Inland Downtown (DT) and Public Facilities (PF) zoning districts in the Inland Zoning Code, and would increase the overall Plan area to 195 acres.
Figure 4: Expanded Plan Area (pink) with Plan Area (lime green) and coastal zone boundary (blue)

Figure 5: 2040 General Plan land use designations within the Expanded Plan Area (pink)

Figure 6: Inland zone districts within the Expanded Plan Area (pink)
3.0 Overall Project Budget and Timeline:

The City received $215,000 from the California Department of Housing and Community Development (HCD) ($65,000 from SB 2 Planning Grants and Technical Assistance Program, and $150,000 from Local Early Action Planning Grants Program [LEAP]), to prepare the Waterfront Specific Plan and environmental analysis in order to accelerate housing production and streamline housing approvals. Grant deadlines are as follows:

- SB2 funds must be requested by February 28, 2022, for expenditure by June 30, 2022
- LEAP funds must be requested by September 30, 2023, for expenditure by December 31, 2023.

The City will provide staff time as needed to assist with portions of the project, such as assisting with the facilitation of outreach meetings and management of a project website. Approval of any needed updates to the 2040 General Plan, Inland Zoning Code, and LCP (LUP and Coastal Implementation Plan) resulting from the Specific Plan will be implemented by City staff in consultation with the Project consultant.

The City is interested in an aggressive schedule for completion of the Specific Plan in order to meet the grant funding expenditure deadlines listed above, and envisions a project timeline of no longer than 18 months (start mid-December 2021, and end by mid-May 2023).

In recognition that this is a limited budget to perform a comprehensive Specific Plan with environmental analysis, the work effort should be focused on: a comprehensive community outreach strategy, creation of a preferred development scenario for the Plan Area with the primary focus on promoting housing, a draft Specific Plan, and CEQA analysis for Plan adoption and future permit streamlining. Please be realistic about what can be achieved for the allocated budget.

A copy of the City's standard professional services agreement is attached as Attachment 1. The consultant must be willing to accept the language and terms of the agreement, unless proposed modifications are agreed upon by the City.

4.0 Scope of Work

The City is soliciting proposals from Consultants/Firms for the preparation of the Specific Plan and environmental analysis. The final Specific Plan must comply with CGC §§ 65450-65457, and the environmental document must comply with CEQA standards. The scope of work includes, but is not limited to, the following tasks:

Task 1: Develop Work Plan/Program and Schedule in consultation with City.

Task 2: Community Outreach, including, at a minimum, the following:

- Public meetings, including:
  - Joint Initial Planning Commission/City Council Kick-off Meeting with elected and appointed officials;
  - Initial community meeting and workshop with general public;
Public meeting to review development scenario alternatives;
Meeting with elected and appointed officials, including: City Council and Planning Commission (may be joint meeting); and
Public meeting a to present preferred scenario;
- Stakeholder interviews – individual and small group as needed; and
- Online community survey (initial outreach and selection of preferred development scenario).

Task 3: Plan Area profile, and analysis of existing conditions, opportunities, and constraints;

Task 4: Affordable housing/anti-displacement strategy;

Task 5: Conceptual development scenarios (a minimum of three [3]) with special focus on vacant and underutilized sites with alternatives represented as illustrations and examples (such as building prototypes);

Task 6: Draft Specific Plan:
- Conforming to CGC § 65451(a) and (b); and
- Consistent with City’s branding (name, logo, icons, messaging, etc.); and

Task 7: Identification of inconsistencies between the draft Specific Plan, the certified LCP, and the 2040 General Plan and Zoning Code; and

Task 8: Environmental Analysis¹, including:
- Initial Study for the Specific Plan;
- Addendum to 2040 General Plan EIR (if appropriate);
- Draft Supplemental EIR (if required);
- Final EIR and MMRP (if required); and
- CEQA Streamlining work plan for future individual projects which are consistent with the Specific Plan.

¹ The initial study shall identify the potentially significant impacts not already identified and addressed in the adopted and certified 2040 General Plan Environmental Impact Report (EIR) to determine the appropriate level of CEQA analysis (EIR Addendum, Subsequent EIR etc.). Note: although the 2040 General Plan has not been certified by the Coastal Commission, the General Plan covered the coastal zone and the EIR considered Citywide adoption of the 2040 General Plan. As a result, 2040 General Plan EIR background studies and analysis can and should be used for the preparation of the Specific Plan environmental document.

The consultant shall structure the CEQA work plan to streamline environmental review drawing on the work completed in prior tasks and leveraging the prior 2040 General Plan EIR to the extent practicable for both the Specific Plan, and for development of a CEQA Streamlining work plan for future individual projects which are consistent with the Specific Plan.

The consultant shall also prepare responses to comments received during the public review period, and prepare a mitigation monitoring program and statement of overriding considerations, if necessary.
**Existing Planning Documents and Resources:**

The following Planning Documents may provide background and will serve as the basis for the development of the Specific Plan:

- Downtown Parking Management Plan (in-progress)
- City of Eureka Branding Strategy (2020)
- 2040 General Plan, and Draft and Final EIR (2018)
- 2040 City of Eureka General Plan Update Website (for additional policy papers and other studies related to the General Plan Update, including the 2016 City of Eureka Sea Level Rise Assets Vulnerability and Risk Assessment report)
- Focus Strategies Housing First Strategic Plan (2016) (update in-progress)
- Opera Alley Strategic Plan (2016)
- Eureka Strategic Arts Plan (2017) (update in-progress)
- Strategic Economic Development Plan (2015)
- C-to-F Design Charrette (2015)
- Local Coastal Program [comprised of the Land Use Plan and Coastal Implementation Plan] (1999[LUP] and 1984[IP])
- Geographic Information System (GIS) - Interactive Mapping Applications

**5.0 Submission Requirements**

All submittals must be typewritten or printed in ink clearly and legibly, in conformance with this RFP. Proposals must be double-sided. Seven (7) bound copies, one (1) unbound copy, and one electronic copy on USB/CD of the proposal must be submitted in a sealed envelope plainly marked on the outside: “Proposal for Waterfront Specific Plan.”

Proposals must include all of the elements outlined below (under “Selection Criteria”) and should be limited only to those elements. Elaborately packaged or lengthy proposals are neither required nor desired. Proposals should be concise and contain relevant information by which the City can judge the qualifications of the Consultant/Firm and the quality of the proposal.

**Optional Pre-submittal Meeting Via Zoom:**

On the date and time identified on the first page of the RFP, the City will host a pre-submittal meeting via Zoom for all interested parties. This will be an opportunity to meet with City officials and ask questions. The meeting is not mandatory, but is highly encouraged.

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2 Most of the referenced planning documents are available in the City of Eureka’s online Development Services Library: [https://www.ci.eureka.ca.gov/depts/development_services/development_services_library/default.asp](https://www.ci.eureka.ca.gov/depts/development_services/development_services_library/default.asp)

3 City of Eureka’s 2040 General Plan Update Website: [http://eureka2040gpu.com/index.html](http://eureka2040gpu.com/index.html)

4 GIS Website: [https://www.ci.eureka.ca.gov/depts/development_services/gis_mapping.asp](https://www.ci.eureka.ca.gov/depts/development_services/gis_mapping.asp)
Submittal of Questions and Release of Addendum #1:
Questions regarding the RFP must be submitted via email by the date specified on the front page of this RFP. The City will then post Addendum #1 on the City’s website to answer all questions posed. The City will not be responsible for any explanations or interpretations of the RFP other than by Addendum #1. No oral interpretation(s) of any provision in the RFP will be binding upon the City.

Delivery of RFP:
It is the Consultant/Firm’s responsibility to ensure that the hard copies and an electronic copy of the submitted RFP are received by the City prior to the hour and date for submittal of the proposal specified on the first page of the RFP. Proposals must be in a sealed envelope with the name: “Waterfront Specific Plan” clearly printed. Any proposals received by the City after the deadline hour and date will be rejected and returned unopened. Postmarks and emailed submittals will not be accepted. Proposals shall be mailed or hand-delivered to the City of Eureka Finance Department, 531 K Street, Eureka, California, 95501. All proposals received by the deadline will become the property of the City. The City is not responsible for proposals delivered to a person/location other than specified above.

6.0 Selection Criteria
The selection will be based on: 1) analysis of the information submitted by the Consultant/Firm; 2) investigation into the Consultant/Firm’s prior projects and performance in previous undertakings; and 3) other pertinent factors including the ability to complete the Project within the specified budget and timeframe. The following rating criteria will be used to evaluate the proposals:

1. **Cover Letter** (10 points): Provide a cover letter (2 pages maximum) outlining Consultant/Firm’s interest and overall understanding of the Project. Please include a brief introduction and history of the Consultant/Firm and describe why they are the best qualified to meet the City’s goal of developing the Waterfront Specific Plan and environmental analysis; and describe the manner and methods you will use to manage and facilitate the work.

2. **Qualifications and Experience** (40 points):
   a. **Basic Information**: Include the Consultant/Firm’s name and address, and name and address of any proposed partner or joint venture.
   b. **Project Team**: Provide an organization chart indicating the relationship among the candidate firm’s staff members which might have responsibilities related to the proposal tasks. Indicate on the chart the names of the project manager and the key personnel, their titles, and their responsibilities including any sub-consultants. Also indicate the location of the principal office which will be responsible for the implementation of the contract.
   c. **Candidate’s Qualifications**: Submit a brief resume of each key staff member identified in Item b. above.
   d. **Experience**: Identify services the Consultant/Firm has provided in the last five years that are similar in scope and nature to the scope of work included in this RFP, particularly with respect to services provided to other cities or public agencies.
For each example, provide: 1) a brief description of the services provided; 2) an explanation of why this experience is relevant to the required services; and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

3. **Scope of Work, Schedule, and Budget** (45 points):
   a. **Scope of Work**: Describe the proposed scope of work and services, consistent with (or meeting the intent of) this RFP, including major work tasks, sub-tasks, deliverables, assumptions about data availability and necessary technical studies, and identification of any proposed sub-consultants for specialized topics such as community engagement, transportation, infrastructure, and environmental review.
   b. **Title**: Identify any proposed City responsibilities the Consultant/Firm would like the City to perform which is not already outlined in this RFP.
   c. **Schedule**: Submit a detailed schedule of work milestones and major deliverables. The City desires an aggressive schedule to complete the work in 18 months (mid-December 2021 to mid-March 2023), and would ideally like to have some scope of work tasks completed (as proposed by the Consultant/Firm) no later than January 24, 2022, in order to request SB2 grant funds by the mandated expenditure deadline. Furthermore, the entire Project must be completed no later than August 26, 2023, in order to request LEAP grant funds by the mandated expenditure deadline.
   d. **Budget**: Provide a cost proposal including:
      i. A not-to-exceed total budget amount;
      ii. The cost for each major task and/or deliverable identified in the scope of work;
      iii. The hourly rates for each person who will be involved in the work, including the rates for any sub-consultants; and
      iv. All costs and fees including subcontractor labor, administrative and material costs including overhead, document reproduction, filing fees, and general administrative costs.

4. **Other Requirements** (5 points):
   a. Include the following statements:
      i. A statement of any proposed exceptions to the City’s Standard Professional Services Agreement (Attachment 1).
      ii. A statement confirming that the Consultant/Firm, if selected, can provide the insurance and indemnification required by the City. (See Attachment 2 for City Insurance Requirements)
      iii. A statement of willingness to comply with City policy.
      iv. A statement which discloses any past, ongoing, or potential conflicts of interest which the Consultant/Firm may have as a result of performing the work on this Project.
      v. A statement confirming that the Consultant/Firm is operating, or will operate under a legitimate business license.
      vi. A statement that nothing contained in the submitted RFP will be proprietary. All submitted materials shall become the property of the City once submitted.
b. Include a signature by an authorized representative of the Consultant/Firm.
c. Submit seven (7) bound copies and one (1) unbound copy of the Consultant/Firm’s proposal to the City by mail or hand delivery by the date outlined on the first page of the RFP. Postmarks and emailed submittals will not be accepted.
d. Include one electronic copy on a USB/CD.

The City of Eureka is not responsible for any costs incurred in the preparation of proposals and/or any work rendered by a Consultant/Firm prior to the contract award.

Proposal Evaluation Process:
The City is using a competitive proposal process, wherein the related experience, competence and professional qualifications of the Consultant/Firm for the satisfactory implementation of the Project is evaluated as it relates to the elements outlined in this RFP. All proposals will be reviewed and rated by the City according to the following criteria:

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Interviews:
The City’s review panel may select a top-scoring firm on the date that the panel first meets. However, the panel may alternatively determine that a number of top-scoring firms will be interviewed and provided with refined post-interview scores. If deemed necessary by the review panel, the City will conduct interviews with the top-scoring firms on the date identified at the beginning of this RFP. Those firms selected for interviews will be notified shortly after (same day) the selection panel review meeting. Selected firms will have at least 24 hours to prepare interview materials/presentations. Selected interviewees will be invited to be interviewed via a video conference call on Zoom.

City Reservation of Rights:
The City reserves the right, at its sole discretion, to use, without limitation, concepts and data submitted in response to this RFP, or derived by further investigation thereof. The City further reserves the right at any time and for any reason to cancel this solicitation; to reject any or all proposals; and to supplement, add to, delete from, or otherwise alter this RFP if the conditions so dictate. The City may seek clarification from a potential Consultant/Firm at any time and failure to respond promptly may be cause for rejection. The City also reserves the right to interview only those consultants/firms that the City finds, in its determination, provide the most advantageous project, and to negotiate with the consultants/firms to establish contract terms acceptable to the City.

ATTACHMENTS:
Attachment 1: City’s Standard Professional Services Agreement
Attachment 2: City’s Insurance Requirements
CITY OF EUREKA
PROFESSIONAL SERVICES AGREEMENT WITH
[insert name of business]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of [insert date], 2021 ("Effective Date"), by and between the City of Eureka, a municipal corporation ("City") and [insert name of business] ("Consultant") (collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional [insert type of services provided] services to City under the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Services. Consultant will provide the professional services as described in and in accordance with the Scope of Services and Fees set forth in Exhibit A, attached hereto and incorporated herein ("Services"). As needed by City, Services will be ordered by the City by issuance of a “Task Order.”

2. Compensation.

   A. For the full performance of the Services described in Exhibit A, City will compensate Consultant on a time-and-materials basis at the compensation rates specified in Consultant's Services Rate Schedule included in Exhibit A; provided, however, that total compensation for the full performance by Consultant of all Services under all Task Orders must not exceed [insert amount written out] ($[insert dollar amount]), said amount being referred to herein as the "not-to-exceed" amount.

   B. Consultant must submit detailed monthly invoices reflecting all services performed during the preceding month, including a revised or re-stated schedule for performance and any additional documentation requested by City.

   C. Consultant will be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for those services. In no case will the total compensation under this Agreement exceed the "not-to-exceed" amount specified in Paragraph A, above, without prior written authorization of the Department Director, City Manager or City Council, depending on whose approval is required to approve the costs for the additional services.

   D. City's obligation to pay compensation to Consultant is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement.
Agreement and any amendments. Before payment is disbursed, Consultant must be in compliance with Paragraph 19 of this Agreement.

3. Term. The term of this Agreement commences on the Effective Date, and terminates on [enter termination date – usually one year] unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to or derived from the performance of the Services, must be delivered to City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. Termination. City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension includes, but is not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant must immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant is entitled to payment for all Services performed to the date of termination to the extent the Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant is liable to City for any excess cost City incurs for completion of the Services.

5. Consultant's Representation; Independent Contractor. Consultant represents that Consultant possesses distinct skills for performing the Services. City has relied upon that representation as a material inducement to enter into this Agreement. Consultant must, therefore, provide properly skilled and technical personnel to perform all Services. It is expressly understood that Consultant, its agents, and employees act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement may not be construed as an agreement for employment.

6. Facilities and Equipment. Consultant must, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services under this Agreement. City will furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide them.

7. Licenses, Permits, Etc. Consultant must, at Consultant's sole cost and expense, keep in effect and require its subcontractors, if any, to keep in effect at all times during the term of this Agreement any licenses, permits or other approvals that are legally required for performing the Services.

8. Time. Consultant will devote enough time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement.

9. Inspection. Consultant must provide City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, are subject to inspection and approval by City. The inspection of the work does not relieve Consultant of any of its obligations under
this Agreement.

10. **Progress Reports.** Upon City’s request, Consultant must provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.

11. **Confidentiality.** In the course of providing services for City, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant will not directly or indirectly disclose or use any confidential information, except as required for the performance of the Services.

12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant further covenants that, in the performance of this Agreement, it will not employ any subcontractor or person having a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If a conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement.

13. **Consultant No Agent.** Except as City may specify in writing, Consultant has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant has no authority, express or implied, under this Agreement to obligate City in any way.

14. **Standard of Performance.** Consultant must perform all the Services in a manner consistent with the standards of Consultant's profession. If there is no professional standard applicable to the Services, Consultant must perform in a manner consistent with the standards applicable to Consultant or the type of work. All instruments of service, as defined by the American Institute of Architects, that Consultant delivers to City under this Agreement, must be prepared to comply with and conform to the standards of Consultant's type of work. All instruments of service become the sole and exclusive property of City upon delivery.

15. **Assignment/Transfer.** Consultant will make no assignment or transfer in whole or in part of this Agreement without the prior written consent of City.

16. **Subcontractors.** Consultant must directly perform all Services, and may not subcontract any portion of performance of the Services without the prior written consent of City. Any approved subcontractors are required to comply, to the full extent applicable, with the terms and conditions of this Agreement. Upon execution of this Agreement, Consultant must furnish a separate schedule of names and addresses of subcontractors, if any, and must notify City in advance if changes in subcontractors occur.

17. **Statement of Economic Interests.** City may determine that the Consultant must file a Form 700, Statement of Economic Interests, as required by City’s Conflict of Interest Code. If so, the City Clerk's office will provide the Consultant with the form and Consultant will file the
form with the City Clerk's office. The filing will include an Assuming Office Statement within thirty (30) days of execution of this contract, annual statements on or before April 1 of each year, and a Leaving Office Statement within thirty (30) days after termination of this Agreement or any extensions thereto.

18. Internal Revenue Service Form W-9. Consultant will provide an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by City to comply with regulations of the United States Department of the Treasury. City’s Finance Department will provide Consultant with the required form. Consultant must complete and file the form with City before any payment for Services may be made.

19. Business License. Consultant must file and require all its subcontractors to file, a Business License Application as required by the City. The Finance Department will provide the Consultant with the required form. Consultant must file and require all its subcontractors to complete and file the form with the City and must pay or cause to be paid the business license fee before any payment for Services under this Agreement is rendered.

20. Compliance with All Laws. Consultant and any subcontractors must comply fully with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any Services, Consultant must comply with all rules and regulations applicable to that fiscal assistance. Consultant's failure to comply with any law(s) or regulations(s) applicable to the performance of the Services hereunder may be declared, at the discretion of the City, a breach of contract.

These laws include, but are not limited to, the California Prevailing Wage Law; California Labor Code section 1720 et seq. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute public works within the definition of section 1720(a)(1) of the California Labor Code.

Therefore, the services described in Exhibit A must be performed in accordance with all applicable requirements of the California Prevailing Wage Law including, but not limited to, all applicable requirements contained in Exhibit B, which is attached to and made a part of this Agreement. To the extent that any other government agency or entity provides compensation for any services, consultant must comply with all rules and regulations applicable to the fiscal assistance.

21. Discrimination. During the performance of this Agreement, Consultant must not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

22. Notice. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement must be made in writing, and sent to the Parties at their respective addresses specified below or to any other address a Party may designate by written notice delivered
to the other Party in accordance with this Section. All notices must be sent by:

A. Personal delivery, in which case notice is effective upon delivery; or

B. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or

C. Nationally recognized overnight courier, or USPS Express or Priority Mail, with tracking, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

D. Facsimile transmission, in which case notice is deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile is considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

City:  

City Manager  
City of Eureka  
531 K Street  
Eureka, CA 95501  
FAX: (707) 324-3804

Consultant:  

[Consultant Name]  
[Consultant Info Cont.]  
[address]  
[address]  
[Fax info and/or email info]

23. Ownership of Documents. All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement (collectively "Project Documents"), are the property of the City and may not be used by Consultant without the written consent of City. Consultant will provide documents in electronic form in a format required by the City. Copies of these documents or papers must not be disclosed to others without the written consent of the City Manager or his or her designated representative. City agrees to indemnify and hold Consultant harmless for claims resulting from City’s alteration of the Project Documents for another City project.

24. Internet-Ready Deliverables. If applicable to this Agreement, each contract deliverable must be delivered as a data file suitable for publication on the Internet. The following specifications define the formats that satisfy this requirement:

A. Brochures, reports, plan documents, catalogues, flyers with graphics included, and forms are to be formatted as screen-optimized ".pdf" files, if possible.

B. Freestanding, individual graphics such as logos, small maps and photos are to be formatted as ".tif" files, with the largest side no larger than four inches.
C. Large maps are to be formatted as "JPG" files with the largest side no larger than four inches, unless mutually agreed otherwise by the Parties.

D. Short text documents with no graphics are to be in MS Word.

E. Freestanding charts, graphs and listings are to be in MS Excel.

25. **Indemnification.** To the fullest extent allowed by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in connection with Consultant’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

   The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within thirty (30) days to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first. Furthermore, Consultant and Subcontractors' obligations to indemnify and defend the City are binding on their successors and assigns and shall survive the termination or completion of this Agreement for the fullest extent and duration allowed by law.

   With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

   Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

   Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

   The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity
26. **Insurance.** Consultant must procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Consultant's agents, representatives and employees.

   A. **Minimum Scope of Insurance.** Coverage must be at least as broad as:

      1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
      2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1(any auto), or code 8, 9 if no owned auto.
      3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Consultant will provide a signed declaration as described in California Health and Safety Code Section 19825.
      4. Professional liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

   B. **Minimum Limits of Insurance.** Consultant will maintain limits no less than:

      1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
      2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
      3. Workers' Compensation: statutory limit; Employer's Liability: $1,000,000 per accident for bodily injury or disease.
      4. Professional liability: $1,000,000 per occurrence or claim as approved by the City’s City Manager.

   C. **Umbrella or Excess Insurance.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance must contain or be endorsed to contain a provision that this coverage also apply on a primary and non-contributory basis for the benefit of the City.
before the City’s insurance or self-insurance is called upon to protect it as a named insured.

D. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions must be declared to and approved by the City and do not reduce the limits of liability. Policies containing any self-insured retention provision must provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or the City. At the option of the City, either: the insurer must reduce or eliminate the deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or the Consultant must provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses. The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right does not constitute a waiver of right to so exercise later.

E. **Other Insurance Provisions.**

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

   a. The City, its officers, officials, employees and volunteers (the "**Additional Insureds**") are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

   b. For any claims related to this project, the Consultant's insurance coverage is primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers is in excess of the Consultant's insurance and does not contribute with it. The Additional Insured coverage under the Consultant's policy must be at least as broad as ISO Form CG 20 01 04 13.

   c. Each insurance policy required by this clause must be endorsed to state that coverage will not be canceled by either Party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

2. The Workers' Compensation endorsement must contain a Waiver of Subrogation against the City. The Consultant will provide to the City an endorsement from the Workers' Compensation insurer, if any, agreeing to waive all rights of subrogation against the City for injuries to employees of the Insured resulting from work for the City or use of the City’s premises or facilities.

3. It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits included above will be available to the City. Furthermore, the requirements for coverage and limits are (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and
maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to the City.

G. **Verification of Coverage.** Consultant must furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

H. **Subcontractors.** Consultant must include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. Consultant agrees that all contracts with subcontractors will include the same requirements stated in this Agreement with respect to indemnity and insurance. Subcontractors hired by Consultant must agree to be bound contractually to Consultant and the City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subcontractors must further agree to include these same provisions with any Sub-subcontractor. A copy of these indemnity and insurance provisions must be furnished by Consultant to any subcontractor. The Consultant must require all subcontractors to provide a valid certificate of insurance and the required endorsements prior to commencement of any work by that subcontractor and Consultant will provide proof of compliance to the City. If City is not furnished separate endorsements for each subcontractor prior to the commencement of subcontractor's work, then Consultant must include all subcontractors as insureds under its policies.

27. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

28. **Litigation.** If litigation ensues between City and a third-party which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.

29. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement may not be construed against the drafter of the Agreement.

30. **Governing Law; Venue.** This Agreement must be enforced and interpreted under the laws of the State of California and the City of Eureka. Any action arising from or brought in connection with this Agreement must be venued in a court of competent jurisdiction in the County of Humboldt, State of California.

31. **Non-Waiver.** The City’s failure to enforce any provision of this Agreement or the waiver thereof in a particular instance is not a general waiver of any part of that provision. The
provision will remain in full force and effect.

32. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement continue in full force and effect.

33. **No Third-Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement creates, any benefit or right in any third party.

34. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties must mutually agree upon the mediator and divide the costs of mediation equally.

35. **Consultant's Books and Records.**

   A. Consultant must maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

   B. Consultant must maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.

   C. Any records or documents required to be maintained under this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager or City Attorney, or a designated representative of these officers. Copies of these documents will be provided to the City for inspection at Eureka City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records must be available at Consultant's address indicated for receipt of notices in this Agreement.

   D. If City has reason to believe that records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by the City Manager or the City Attorney, require that custody of the records be given to the City and that the records and documents be maintained by the City. Access to these records and documents will be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.

36. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

37. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant will survive the termination or completion of this Agreement.
38. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

[Signature page to follow]
IN WITNESS WHEREOF, the Parties have executed this document the day, month and year first above written.

NOTE: If Amount Is $50,000 and above – Mayor’s Signature is required – If Amount Is Under $50,000 – Mayor’s signature not required unless specifically called for by City Charter

CITY OF EUREKA:

By: ________________________________  Dated: ____________________________

Susan Seaman, Mayor

CITY OF EUREKA:

By: ________________________________  Dated: ____________________________

Miles Slattery, Interim City Manager

Approved as to content:

By: ________________________________

[Name and Title of City Employee Contact]

Approved as to form:

By: ________________________________

Robert N. Black, City Attorney
Martha D. Rice, Deputy City Attorney

Attest:

By: ________________________________

Pamela J. Powell, City Clerk

CONSULTANT:

By: ________________________________  Dated: ____________________________

[Consultant Contact Name & Title]
[Business Name]

Incorporated: Yes ______ No _______
If yes, the State of Incorporation is?
________________________________________

________________________________________
EXHIBIT A
SCOPE OF SERVICES AND SCHEDULE

Project

[Insert project description]

Example: Proposal for mitigation sites monitoring at the Eureka Waterfront Trail Project

Services to be Provided by Consultant
[Business Name] [enter services to be provided]

Example: Samara Restoration will provide biological consulting services for the salt marsh and Salix shrubland mitigation areas on the Eureka Waterfront Trail Project. Consultant will conduct field surveys and annual reporting as specified in the monitoring portion of the Mitigation and Monitoring Plan (MMP) for the 2020 monitoring period. Consultant will monitor the two mitigation sites for vegetation, hydrology, and elevation characteristics to evaluate the performance standards specified in Section 10 of the MMP.

Cost

<table>
<thead>
<tr>
<th>Task</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 monitoring</td>
<td>$3,800</td>
</tr>
<tr>
<td>2020 spartina supervision</td>
<td>$570</td>
</tr>
<tr>
<td>total=</td>
<td>$4,370</td>
</tr>
</tbody>
</table>

Total for monitoring and landscape services……………………………..$4,370
EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS PROJECTS UNDER CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.

B. By signing this Agreement, Consultant agrees that Consultant is aware of the provision of California Labor Code section 3700 which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that Consultant will comply with such provisions before commencing performance of the Services.

C. The Consultant and its subconsultants shall forfeit as a penalty to the City $50 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. The services of the Consultant shall be done on or in the execution of a "public works" project as defined by Law. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the City and shall be made available on request. The Consultant and subconsultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services. The Consultant shall be responsible for the compliance of its subcontractors.
IMPORTANT NOTE

Contractors/Homeowners shall not perform any work, or allow any work to be performed, on behalf of the City or in the City right-of-way, until the insurance documents described below have been accepted by the City. All Contractors/Homeowners sign an agreement with the City, and that agreement includes the requirement to provide additional insured, primary coverage and cancellation endorsements for the work to be performed. Providing insurance documents that are acceptable to the City can take several days, and sometimes weeks or months. This is because the City of Eureka, along with 14 other small, northern California cities, belongs to a self-insured risk management pool, the Redwood Empire Municipal Insurance Fund (REMF). The pool exists to protect the funds of these cities and to allow those funds, to the greatest extent possible, to be used for City services, and not to pay insurance claims or legal fees unless the City is found to be negligent. As a result, our insurance requirements may be somewhat different than what is generally required of insurers. However, these requirements are set by REMIF, and each city must follow the requirements or risk being expelled from the pool.

Certificates and Endorsements may be faxed to (707)441-4202 or emailed to engineering@ci.eureka.ca.gov

Questions may be addressed to the Public Works/Engineering Department at (707)441-4203

Prior to performing work for the City of Eureka, or receiving an encroachment permit to perform work in the City right-of-way, the Contractor and/or Homeowner, including any and all subcontractors working for the Contractor/Homeowner, shall furnish the following documents to the Engineering Department for approval. Coverage shall be effective throughout the term of the permit.

HOMEOWNERS:

1. A copy of the Homeowners Insurance Policy declarations page, showing coverage is currently in effect, and will remain in effect throughout the project period.
2. An additional insured endorsement which includes the following language, “The City of Eureka, including its officers, officials, employees, and volunteers, are insureds”.

NOTE: If the agent/broker is unable to name the City as additional insured, the agent/broker shall provide a memo or letter to the Engineering Department so indicating.

CONTRACTORS:

Certificates of Insurance with original, authorized signatures, providing the following minimum insurance coverage(s):

1. General Liability: $2,000,000 Combined Single Limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: “Any Auto” $2,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers’ Compensation: Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance of $1,000,000 per accident for bodily injury or disease.

All insurance carriers shall be rated A:VII or better and certificates SHALL be accompanied by the following endorsements:

A. LIABILITY INSURANCE ENDORSEMENT containing the following specific components:

1. The insurance policy number.
2. A statement that includes the following language:
   “The City of Eureka, including its officers, officials, employees, and volunteers, are insureds”.
3. A statement that includes the following language:
   “The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.”
4. A statement that includes the following language:
   “The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.”
NOTES:

a. A CG 20 10 11 85 Form is preferred for the General Liability additional insured Endorsement, but alternative endorsements may be substituted, with approval by the City. The City can now accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01.

FOR ENCROachment PERmits ONLY: A CG 20 12 07 98 will be accepted in lieu of the endorsements noted in a, above.

b. Policies that include endorsement numbers CG 22 94 10 01 and/or CG 22 95 10 01, or have the endorsement wording written into the policy **DO NOT** satisfy the City’s insurance requirements, and **WILL NOT** be accepted.

c. The City will accept strike out of the words “endeavor to” and everything after, “…certificate holder named to the left,” on the Certificate of Insurance in lieu of cancellation language on an endorsement.

B. **AUTOMOBILE INSURANCE ENDORSEMENT** containing the following specific components:

1. The insurance policy number.

2. A statement that includes the following language:
   “The City of Eureka, including its officers, officials, employees, and volunteers, are insureds”.

3. A statement that includes the following language:
   “The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.”

4. A statement that includes the following language:
   “The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.”

**NOTE:**

Within having “Any Auto” coverage we are willing to accept a memo from most brokers that would state “Scheduled Autos, Hired Autos, and Non-Owned Autos” also meet the City’s requirements for coverage minimums.

C. **WORKERS’ COMPENSATION INSURANCE ENDORSEMENT** containing the following specific components:

1. A waiver of subrogation clause which states the following:
   “This insurance company agrees to waive all rights of subrogation against the City of Eureka, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.”

2. The insurance policy number.

3. A statement that includes the following language:
   “The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.”

**NOTE:**

a. Certificates issued by State Compensation Insurance Fund **must have** State Fund endorsement numbers 2065 and 2570 on them.

Subcontractors performing work within the City Right-of-Way, or for Contractor’s working on behalf of the City, shall either be included upon the Contractor’s policies as insured’s, or shall furnish separate certificates and endorsements to the Engineering Department. All coverage for subcontractors shall be subject to all of the insurance requirements stated previously herein for the Contractor, and shall be effective throughout the term of the permit.

**Note: Alternative forms are subject to approval by the City of Eureka.**

The City of Eureka reserves the right to require more or less coverage than indicated above, and to reject any language or forms that do not meet the City’s requirements. The use of umbrella policies to provide required coverage is permissible, providing the umbrella policies are appropriately endorsed and meet all other requirements.

– INSURANCE FORM SAMPLES FOLLOW –
CERTIFICATE OF INSURANCE
THE CITY OF EUREKA, CALIFORNIA

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE: BEST'S RATING

| INSURER A: | | |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>ALL LIMITS IN THOUSANDS</th>
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<td>WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED?</td>
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<td>PROPERTY INSURANCE</td>
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<td>□ COURSE OF CONSTRUCTION</td>
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE FOLLOWING PROVISIONS APPLY:
1. None of the above-described policies will be canceled until after 30 days’ written notice has been given to the City at the address indicated below.
2. The City, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of any and not contribute with, the insurance described above.
4. The City is named a loss payee on the property insurance policy listed above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
6. The workers’ compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City’s premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED
THE CITY OF EUREKA
531 K STREET
EUREKA, CA 95501-1165

AUTHORIZED REPRESENTATIVE
SIGNATURE
TITLE
PHONE NO.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS – PERMITS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE State Or Political Subdivision:
The City of Eureka, its officers, elected officials, employees, agents and volunteers are named as additional insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:
   a. “Bodily injury,” “property damage” or personal and advertising injury” arising out of operations performed for the state or municipality; or
   b. “Bodily injury” or “property damage” included within the “products-completed operations hazard.”
THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS (FORM B)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE

SCHEDULE

NAME OF ORGANIZATION:
CITY OF EUREKA
531 K STREET
EUREKA, CALIFORNIA 95501-1165

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, and volunteers.

2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by mail has been given to the City.

Signature-Authorized Representative

________________________________________

Address

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)
**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT**  
**FOR THE CITY OF EUREKA, CALIFORNIA**

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>POLICY INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>Insurance Company: __________________________</td>
</tr>
<tr>
<td></td>
<td>Policy No. __________________________</td>
</tr>
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<td>Policy Period (from) __________________________</td>
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<td>LOSS ADJUSTMENT EXPENSE □ Included in Limits</td>
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<td>□ In Addition to Limits</td>
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<td>□ Deductible □ Self-Insured Retention (check which) of $</td>
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<table>
<thead>
<tr>
<th>NAMED INSURED</th>
<th>APPLICABILITY</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:</td>
</tr>
<tr>
<td>CITY AGREEMENTS/PERMITS</td>
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</table>

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>OTHER PROVISIONS</th>
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<tbody>
<tr>
<td>□ COMMERCIAL AUTO POLICY</td>
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<tr>
<td>□ BUSINESS AUTO POLICY</td>
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<tr>
<td>□ OTHER</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>LIMIT OF LIABILITY</th>
<th>CLAIMS: Underwriter's representative for claims pursuant to this insurance.</th>
</tr>
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<tbody>
<tr>
<td>$ 2,000,000 per accident, for bodily injury and property damage.</td>
<td>Name: ____________________________________________________________________</td>
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<td></td>
<td>Address: __________________________________________________________________</td>
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<tr>
<td></td>
<td>Telephone: __________________________________________________________________</td>
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</table>

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.

2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Named Insured's insurance and not contribute with it.

3. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice has been given to the City.

4. SCOPE OF COVERAGE. This policy affords coverage at least as broad as:
   (1) If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or
   (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

| CITY OF EUREKA |
| 531 K STREET |
| EUREKA, CALIFORNIA 95501-1165 |

| AUTHORIZED □ Broker/Agent □ Underwriter □ ____________________ |
| REPRESENTATIVE |
| I, ______________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. |
| Signature ______________________ (original signature required) |
| Telephone: (_____)________________ Date Signed ______________ |

**Attachment 2**
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF EUREKA, CALIFORNIA

PRODUCER

NAMED INSURED

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____________________________________________
Address: __________________________________________
Telephone: 

EMPLOYERS LIABILITY LIMITS
$ (Each Accident)
$ (Disease-Policy Limit)
$ (Disease-Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.

2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF EUREKA
531 K STREET
EUREKA, CALIFORNIA 95501-1165

AUTHORIZED □ Broker/Agent □ Underwriter □ __________________
REPRESENTATIVE

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

Signature ____________________________ (original signature required)

Telephone: (_____ ) ______________ Date Signed ______________