

Humboldt Bay Harbor, Recreation and Conservation District

REQUEST FOR QUALIFICATIONS

FOR

***REDWOOD MARINE TERMINAL
NATIONAL ENVIRONMENTAL POLICY ACT AND
CALIFORNIA ENVIRONMENTAL QUALITY ACT
COMPLIANCE
INCLUDING
PRELIMINARY CONCEPTUAL DESIGN***

PROJECT NUMBER 2009-RMT-1



Submission Deadline July 31, 2009

Request for Qualifications

Redwood Marine Terminal

National Environmental Policy Act and California Environmental Quality Act Compliance Including Preliminary Conceptual Design

**Humboldt Bay Harbor, Recreation and Conservation District
PO Box 1030, Eureka, CA 95502**

Deadline for Submittal: July 31, 2009

BACKGROUND AND HISTORY OF PROJECT

The Humboldt Bay Harbor, Recreation and Conservation District (District) is a local government agency with management and trust responsibilities for tidelands in Humboldt Bay as defined in the California Harbors and Navigation Code, Appendix II.

Humboldt Bay is located on California's north coast approximately 200 miles north of San Francisco Bay. Humboldt Bay represents the only deepwater port along a 400 mile stretch of coast between San Francisco, CA, and Coos Bay, OR. For more than 140 years the majority of marine shipping through Humboldt Bay was a variety of forest products. As regulations and foreign competition impacted the forest products industry in the United States throughout the 1980s and 1990s, the volume of forest product materials shipped from the bay declined. The District's Board of Commissioners has sought to diversify the commodities shipped through Humboldt Bay in order to strengthen the local economy and enhance the value of Humboldt Bay to the State of California.

The process that the District has used to diversify maritime shipping opportunities in Humboldt Bay began in 1988 when the District partnered with the US Army Corps of Engineers to deepen Humboldt Bay's entrance and northern shipping channels. Completed in 2000, the deepening project resulted in a bar and entrance channel of -48' (MLLW) and the North Bay and Samoa Channel at -38' (MLLW). These channels can be seen on NOAA navigation chart 18622.

With a deepened channel, the next step in the process was to assess the status of port assets and their applicability to present and future maritime shipping needs. This assessment was termed the Humboldt Bay Harbor Revitalization Plan (see District website www.humboldtby.org for report), and was a joint effort between the District, the City of Eureka, the County of Humboldt, the Humboldt County Association of Governments, the North Coast Railroad Authority and the California Department of Transportation. The report identified a variety of opportunities and constraints to revitalizing the harbor portion of Humboldt Bay and made several recommendations. One of the recommendations was that the District should not only work with the many private terminal operators on the bay, but also should develop a modern marine terminal under public ownership. The intention of this recommendation was to develop a modern marine terminal that would not duplicate existing marine terminals, but instead allow the flexibility necessary to attract a broader segment of maritime industries to Humboldt Bay and diversify commodities shipped through Humboldt Bay.

The opportunity for fulfilling the recommendation to develop a publicly-owned marine terminal came in 2004 when a private marine terminal operator opted not to renew a tideland lease with the District. Through tideland lease termination negotiations between 2004-2006, the District took ownership of these terminal assets, now called the Redwood Marine Terminal. The approximately 80-acre

Redwood Marine Terminal site is located along the bay's western margin at the Samoa townsite, south of the west end of the Highway 255 Samoa bridge. The terminal presently consists of two ~1,100 foot long wooden wharfs along approximately 6,000 feet of Humboldt Bay shoreline along the -38' (MLLW) Samoa Channel. As one of the oldest marine terminal sites on Humboldt Bay, operating nearly continuously from the late 1800s to the present, the site includes several wooden warehouses and shop buildings built between the late 1800s and 1970s which dot the approximately 80-acre site.

In order to assess the options for restoring the Redwood Marine Terminal to modern operational status, the Board of Commissioners commissioned the Redwood Marine Terminal Feasibility Study and Business Plan which was completed in November 2008 (see District website www.humboldtbay.org for documents). As part of the action that the District's Board of Commissioners took to receive and file the final reports, the Board also directed District staff to proceed with developing the environmental documentation including a preliminary conceptual design for the modernization of the Redwood Marine Terminal. This Request for Qualifications is intended to lead to the completion of those documents.

The proposed Redwood Marine Terminal project includes two project phases. The nature of the Phase I project is essentially a modernization of existing facilities that will enable the District to use the terminal for a variety of multi-purpose or omni-terminal port-related uses. The District's Board of Commissioners directed that a consultant be engaged to develop a preliminary project design, which will be the specific "project" that will be the subject of environmental analyses needed to meet the requirements of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Based on staff work and upon commentary from responsible agencies and the public, the Board of Commissioners has determined that the required CEQA document is an Environmental Impact Report (EIR). The EIR will serve as a "project EIR" for the Phase I project, identifying potential impacts and required mitigation measures that are expected from Phase I project construction and operation. A Notice of Preparation (NOP) for the Draft EIR has been distributed; the NOP and related comments are contained in Exhibit A. As the District anticipates using funding from federal sources to develop the Project, an environmental review pursuant to NEPA is also required. The appropriate NEPA document is expected to be an Environmental Impact Statement (EIS). The environmental document prepared for the project will thus be a joint EIR/EIS document, with the District being the CEQA lead agency and the currently undesignated federal funding agency being the NEPA lead.

The Project also includes a second project phase, which is a longer-term expansion of the Redwood Marine Terminal facility to provide more extensive facilities that would support intensified port uses. Such uses are not expressly identified at the present time; however, potential future uses are identified in the Redwood Marine Terminal Feasibility Study and Business Plan documents posted on the District's website (www.humboldtbay.org). The future development could be a more

intensified but still generalized port use, or it could be focused upon a targeted type of port use such as a container or automotive vehicle terminal. Because the future use is only known in general terms, the joint EIR/EIS will evaluate the potential impacts of Phase II programmatically. The actual development of the Phase II facilities will involve additional environmental reviews necessary to meet Phase II CEQA and NEPA requirements, focused on any effects not fully assessed in the joint EIR/EIS.

The Phase II project elements are currently expected to include rail access to surface transportation systems serving North America. The rail facilities identified in the Phase II project are under the control of the North Coast Railroad Authority (NCRA), a separate state agency created by the Legislature. The NCRA has sole discretion with respect to developing or approving rail transportation elements that may be utilized by the project and the joint EIR/EIS will serve as an informational document for future deliberations by the NCRA. However, to meet CEQA/NEPA disclosure requirements, the EIR/EIS must identify conceptually any environmental concerns that are related to the Phase II project's potential use of the NCRA facilities or services.

The harbor portion of Humboldt Bay represents only about 15 percent of the bay's shoreline. The vast majority of ~27 square miles of Humboldt Bay below mean-higher-high-water is dedicated to natural resource conservation. Dedicated work by the District and many other agencies, businesses and individuals has allowed Humboldt Bay to have some of the best water quality on the west coast. This effort allows hundreds of species of birds, fish, invertebrates, marine mammals and aquatic plants to thrive in Humboldt Bay. With this emphasis on the protection of Humboldt Bay's natural environment, the District desires that the Consultant approach this Project as an opportunity to develop a model of new and appropriate technologies that minimize impacts to the marine environment. It is absolutely crucial for the Consultant to develop a Project that respects this environment by applying appropriate designs and green technologies to the development of an operational modern marine terminal.

Further details regarding the Phase I and Phase II projects are contained in the Redwood Marine Terminal Business Plan and Feasibility Study, available on the District's website. To support Consultant development of responses to this RFQ, it is recommended that these documents be reviewed thoroughly, along with the attached Notice of Preparation and comments regarding the Notice of Preparation (Exhibit A).

THE PROJECT

The Project will include (1) development of a Preliminary design for Phase I of the Redwood Marine Terminal Project; and (2) development of a joint EIR/EIS for the Redwood Marine Terminal Project. To qualify, Consultants will require extensive background with marine terminal design **and** CEQA/NEPA documentation.

Preliminary Design

Consultant will be required to take the Phase I of the Redwood Marine Terminal Business Plan and refine it to a preliminary design level. The preliminary design will be of sufficient detail to allow for completion of the joint EIR/EIS. The District explicitly desires that prospective consultants understand that the development of a preliminary design must support the preparation of the environmental documentation, and that providing the preliminary design is not intended as the sole or primary focus of the currently solicited services. In this respect the design work is better considered as a "conceptual" design, intended to assure that the Phase I and Phase II elements can realistically be accommodated on the site, and that all necessary project elements are included in the design. The District's desired result is a "conceptual" design for the environmental documentation process that subsequently can be converted into a facility design intended for construction without fundamental changes in the design concept or substantial additional conceptual design work or redesign work. Design details will be determined by the selected consultant, with input from the District. The following elements have been identified as likely design components:

- Overall effective site layout and design for terminal use
- Redwood Marine Terminal dock structural elements
- Structural design elements for onsite buildings and facilities
- Seismic design elements
- Building materials and materials reuse
- Piling/bulkheading requirements
- Dredging and dredge material handling/reuse options
- Utilities (electrical, communications, water, wastewater, solid waste)
- Stormwater discharge system, including pretreatment, pervious surfaces, and other techniques to minimize site runoff
- Surface transportation needs
- Use of open-space and natural elements for aesthetics, buffers and stormwater management
- Use and impact of appropriate "green" technologies such as alternative marine power (shorepower or "cold ironing"), electrification of terminal vehicles and charging stations, robotics, solar applications, water/wastewater reuse, landscaping and others

In addition to the Phase I Preliminary design, the selected Consultant will be required to consider design elements in Phase II sufficiently to prepare the joint EIR/EIS sections for Phase II programmatically.

Joint EIR/EIS Development

Qualified consultants will have the background and experience required to prepare CEQA and NEPA documentation, including experience with the requirements of the implementing regulations for these laws. The Notice of Preparation and comments regarding the Notice of Preparation contain a portion of the issues that must be

addressed. However, it is expected that other issues will arise, and prospective consultants are advised that the environmental documentation must address all relevant issues, both procedural and substantive. As needed, the selected consultant will be expected to provide special studies (prepared by qualified personnel, either in-house or by subcontract) which support conclusions in the joint EIR/EIS. The District has identified the following issues related to Phase I of the project, which will be treated at a project-EIR level:

- Traffic
- Air Quality
- Water Quality
- Aesthetics, including Visual, Light, and Noise
- Recreational Opportunities
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions
- Health Impact Analysis

Additionally, Phase II of the Redwood Marine Terminal Project will be treated in the Joint EIR/EIS at a programmatic level.

GENERAL CONDITIONS

1. **Public Information:** All submittals and information submitted to the District shall become public record upon their delivery to the District.
2. **RFQ Addenda:** The District reserves the right to amend, alter, or revoke this RFQ in any manner at any time. At the District's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers. Any submittal to the District will acknowledge receipt of the Addenda.
3. **Submittal Preparation Costs:** All costs incurred in the preparation and presentation of a submittal shall be wholly absorbed by the proposer.
4. **Withdrawal of Submittal:** Any proposer may withdraw his/her submittal, either personally or by written request, at any time prior to the scheduled closing time for the receipt of submittals. Such requests are to be directed to the District Clerk.
5. **Selection Procedures:** Submittals will be subject to the District's selection procedures for professional Consultants. Accordingly, final selection will be based upon overall capability to perform services.
6. **Right to Reject Submittals:** The District reserves the right to reject any and all submittals, to waive any non-material irregularities or information in any submittal, and to accept or reject any combination of items.

The District's objective is to execute an agreement between the selected firm and the District within fourteen (14) days after notification of selection, unless the

time of execution has been extended for good cause at the sole discretion of the District. Failure of the selected firm to meet contract submission requirements (e.g. insurance) or failure to timely execute an agreement with the District may result, at the sole discretion of the District, a decision to select from the remaining proposers or to call for new statements of qualifications.

SUBMITTAL FORMAT

The Statement of Qualifications shall include the following:

- 1. A cover or transmittal letter:** The letter is to be signed by a member of the organization who has the authority to offer, negotiate, and execute contracts on behalf of the firm. The cover letter must acknowledge receipt of any and all addenda, if any were issued.
- 2. Project Understanding:** This section will outline the Consultant's basic understanding of the project. It should identify key issues known or expected, and those key issues which will be addressed during the project. Consultant shall provide any insights, innovative ideas, or recommendations, which will characterize the work to be performed and describe how Consultant will perform its work.
- 3. Scope of Work:** Consultant will describe the work plan it intends to use to complete its work. Recommendations which demonstrate a clear benefit or advantage to the District may receive favorable consideration.
- 4. Responsible Personnel:** List the proposed team including, but not limited to, Principal-in-Charge, Project Manager (Team Leader), and those key Consultant staff members who will be assigned and directly involved in the project. Include a concise resume of qualifications and experiences of each person together with the expected hours that each key person is to be committed to the project. Include all anticipated subconsultants, listing names, addresses, telephone numbers, key personnel staff, and the expected hours to be committed to the project for each. Include a concise resume of qualifications and experiences for all key subconsultant personnel; qualifications of key subconsultant personnel will be a material consideration in identifying overall Consultant qualifications to complete this project. Provide an organization chart of key personnel with responsibilities.
- 5. Project Management:** Describe how the project will be planned, executed, monitored, and managed. Provide a project schedule which identifies all major tasks for the time frame through the preparation of a Final EIR/EIS, including a presentation to the District. Provide a recommended schedule to perform the work. The District desires that the work be completed within fifteen-months after an agreement is reached. If prospective consultants believe that a longer completion period is required, then consultants should identify the expected time

of completion and identify the tasks on the project’s critical path that determine the necessary performance period.

- 6. **Consultant Fee:** In a separate, sealed envelope present one (1) set of the estimated fees for professional services. For each task identify labor hours and fees, subconsultant hours and fees, expenses, and other costs. Total fee shall include all markups, overhead, and profit. Consultant shall also include a current fee schedule that includes rates, classifications, and expenses that will be applied to this project. The contract with the Consultant will provide for payment on a periodic basis, based upon periodic invoicing for the work, in a not-to-exceed contracted amount. The estimated Consultant fee may be a basis for Contract negotiations with the most qualified Consultant team, however, the fee will not be a scoring factor in the evaluation of the qualifications of consulting firms.
- 7. **Related Experience:** Provide experience, capabilities, and qualifications for similar projects upon which team members have worked and/or completed during no more than the last 10 years, emphasizing experiences that are comparable to this project. Include specific references with names, addresses, and current phone numbers.

ESTIMATED PROJECT SCHEDULE

The schedule for this project is tentatively proposed as follows:

Begin Circulation of RFQ to Consultants.....	June 5, 2009
Deadline to Receive Qualifications by District	July 31, 2009
Evaluate Qualifications	August 14, 2009
Consultant Interviews (if necessary) and Select Consultant.....	August 17-28, 2009
District Approval of Selected Consultant	September, 2009
Submit Draft Phase I Design and Draft Joint EIR/EIS to District	July, 2010
Submit Final Phase I Design and Final Joint EIR/EIS to District	December, 2010

The schedule noted above represents only an estimate. It should be noted that the District will need to acquire the funding for this Project after negotiations with the highest-ranked Consultant. Timing of fund acquisition could alter the above schedule and delay award and Notice to Proceed.

SUBMITTAL CRITERIA

- 1. In accordance with provisions of the Humboldt Bay Harbor Recreation and Conservation District operating provisions, sealed submittals for the Project are to be mailed to:

Chief Executive Officer
Humboldt Bay Harbor, Recreation and Conservation District
P.O. Box 1030
Eureka, CA 95502-1030

or delivered to:

Chief Executive Officer
Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive, Woodley Island
Eureka, CA 95501

2. RFQ submittals must be received by the District prior to 4:00 PM, Friday, July 31, 2009.
3. Mailing envelope is to be clearly marked on the outside with the following notation:

**“Project Number 2009–RMT-1 to be opened not before
4:00 PM on Friday July 31, 2009”**

Submittals will not be considered unless the submittal contains a cover letter signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the organization. The cover letter must also acknowledge receipt of any and all addenda that may have been issued.

4. The original, unbound RFQ submittal and eight (8) copies are to be provided. Facsimile or electronic copies will not be accepted. Proposer is to submit only one (1) set of fee documentation in a separate sealed envelope. Nowhere in the body of the submittal shall specific pricing be discussed. The sealed envelope containing the pricing will not be opened until after the screening interviews of the submittals have been completed.
5. The submittals will be opened at 4:00 PM on Friday, July 31, 2009 in a conference room at the Woodley Island Marina, located at 601 Startare Drive, Eureka, California.
6. Pages of the submittal shall be typed and double-sided with the maximum number of pages of submittal information, including Appendices and Attachments, limited to forty (40) pages, excepting the cover sheet, title sheets index sheet, blank pages, and table of contents. Promotional or other unsolicited material may not be submitted.

Questions or comments on this process may be directed to:

Mr. David Hull, Chief Executive Officer, at 707-443-0801

ALL INCOMPLETE SUBMITTALS SHALL BE REJECTED. THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT (DISTRICT) RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN A FIRM'S SUBMITTAL, IF DEEMED IN THE BEST INTEREST OF THE DISTRICT. THE DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL SUBMITTALS.

FINAL SELECTION IS SUBJECT TO REVIEW AND APPROVAL BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT AND IS CONTINGENT UPON NEGOTIATING A SUCCESSFUL AGREEMENT.

EVALUATION CRITERIA

A review and selection committee, led by the District's CEO, may be composed of elected, operations, and professional personnel. The committee will evaluate the Consultants' submittals and, if it chooses, may schedule oral interviews to determine which Consultant is best qualified to perform the work. The committee will then rank the Consultants, at which time the Consultant fee envelopes will be opened and tabulated. The Consultant fees will be evaluated to determine if the amount of the fee is considered a reasonable cost for the work. If the committee finds that the top-ranked Consultant has submitted a reasonable fee, the committee will recommend that Consultant for approval by the Board. The CEO may require additional information prior to the committee's recommendations. Once the Board has agreed to the committee's recommendation, the District staff will proceed with negotiation of the contract to prepare documents for contract execution. In the event that the top-ranked Consultant submits a fee that is not considered a reasonable cost for the work, and discussion with the Consultant does not resolve the cost issue, the committee reserves the right to enter into discussions and to negotiate with the next-ranked Consultant.

Ranking of the Consultants' qualifications will be based upon, but not limited to, the following:

- Understanding of the Project
- Experience with Similar Types of Work
- Experience and Qualifications of the Project Manager
- Experience and Qualifications of the Project Team, including Subconsultants
- Demonstrated Ability to Complete Projects On Time and Within Budget

STANDARD CONSULTANT AGREEMENT

The Consultant selected to perform the work shall be required to execute a consulting and professional services agreement. A copy of the District's Standard Insurance requirements is attached to the RFQ as Exhibit B. These requirements are to be contained within the agreement. By submitting an RFQ for the work, the Consultant agrees to meet the required insurance coverages and endorsement requirements within the body of the agreement document.

ATTACHMENTS

- | | |
|-----------|--|
| Exhibit A | Notice of Preparation and Comments |
| Exhibit B | District's Standard Insurance Requirements |

EXHIBIT A

NOTICE OF PREPARATION AND COMMENTS

NOTICE OF PREPARATION

To:

State Lands Commission
100 Howe Ave Suite 100 S
Sacramento, CA 95825

From:

Humboldt Bay Harbor, Recreation
and Conservation District
601 Startare Drive
P.O. Box 1030
Eureka, CA 95502-1030

Subject: **Notice of Preparation of a Draft Environmental Impact Report**

The **Humboldt Bay Harbor, Recreation and Conservation District** (District) will be the Lead Agency pursuant to the California Environmental Quality Act (CEQA) and will prepare an environmental impact report for the project identified below. The project is expected also to be subject to the requirements of the National Environmental Policy Act (NEPA) and a joint CEQA/NEPA document will be prepared. We need to know the views of your agency as to the scope and content of the environmental information which is germane to your agency's statutory responsibilities in connection with the proposed project. Your agency will need to use the EIR prepared by our agency when considering your permit or other approval for the project.

An Initial Study has not been prepared; a copy of the District's Preliminary Project Description is attached.

Due to the time limits mandated by State law, your response must be sent at the earliest possible date but not later than 30 days after receipt of this notice.

Please send your response to Mr. David Hull, District Executive Officer at the address shown above. We will need the name of and contact information for a contact person in your agency.

Project Title: Redwood Marine Terminal Multipurpose Terminal Modernization and Long-term Expansion Project

Signature:

David Hull

2-9-2009

David Hull

Date

District Executive Officer

707-443-0801

EXHIBIT B

DISTRICT'S STANDARD INSURANCE REQUIREMENTS

- A. Unless modified in the agreement, Consultant shall maintain the insurance required in this insurance standard.
- B. Commercial General Liability Insurance shall be maintained by Consultant in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage. Coverage shall be at least as broad as Insurance Services Office form number CG-0001.
- C. Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000, combined single limits per accident applicable to all owned, non-owned and hired vehicles. Coverage shall be at least as broad as Insurance Services Office form number CA-0001 (latest edition).
- D. General Liability and Automobile Liability Policies are to contain, or be endorsed to contain, the following provisions:
 - 1. District, its elected officials, officers, employees, agents, and volunteers are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Consultant; premises owned, leased, or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its elected officials, officers, employees, agents, and volunteers.
 - 2. The insurance coverage of Consultant shall be primary insurance as respects District, its elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by District, its elected officials, officers, employees, agents, and volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
 - 3. Coverage shall state that the insurance of Consultant shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to District.
 5. Statutory Workers' Compensation shall be provided in the amount required by the Labor Code of the State of California and Employers' Liability Insurance. Both the Workers' Compensation and Employers' Liability Insurance policies shall contain the insurer's waiver of subrogation in favor of District, its elected officials, officers, employees, agents, and volunteers.
 6. Professional Liability Insurance (Errors and Omissions) shall be provided in an amount not less than \$1,000,000 against loss due to error or omission or malpractice of Consultant. Coverage is to be endorsed to include contractual liability.
- E. Any deductibles or self-insured retentions must be declared to and approved by District.
- F. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.
- G. Consultant shall designate the Humboldt Bay Harbor Recreation and Conservation District as an Additional Insured of the insurance. Consultant shall furnish District with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be furnished to: Humboldt Bay Harbor Recreation and Conservation District, P.O. Box 1030, Eureka, CA 95502-1030. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District prior to the commencement of contracted services. District may withhold payments to Consultant if adequate certificates of insurance and endorsements required have not been provided.
- H. The requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by District, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to an agreement with the District, including, without limitation, provisions concerning indemnification.
- I. If any policy of insurance required by this Section is a "claims made" policy, pursuant to Code of Civil Procedure §342 and Government Code §945.6,

Consultant shall keep said insurance in effect for a period of eighteen (18) months after the termination of any agreement.

- J. If any damage, including death, personal injury or property damage, occurs in connection with the Consultant's performance in accordance with an agreement with the District, Consultant shall immediately notify District by telephone at 707-443-0801. No later than three (3) calendar days after the event, Consultant shall submit a written report to District's Chief Executive Officer, containing the following information, as applicable: (1) name and address of injured or deceased person(s); (2) name and address of witnesses; (3) name and address of any known insurance company other than Consultant's; and (4) a detailed description of the events, damage, and whether any District property or personnel was involved.