



REQUEST FOR PROPOSALS (RFP)

PERMITTING SPECIALIST FOR FISH PASSAGE CONSTRUCTION AT METROLINK RAILWAY BARRIER ON TRABUCO CREEK CITY OF SAN JUAN CAPISTRANO, CALIFORNIA

RFP OPENING DATE: 7/29/2026

RFP CLOSING DATE: 8/31/2026 @ 5:00PM PDT

PROJECT LEAD: CALIFORNIA TROUT

IN COLLABORATION WITH:

THE COUNTY OF ORANGE AND CITY OF SAN JUAN CAPISTRANO

AGENCY FUNDING FOR CONSTRUCTION:

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Foundation Support:

ORANGE COUNTY COMMUNITY FOUNDATION

THE WHITTIER FUND

Any questions related to this project, prior to closing of the RFP, should be directed to:

Sandra Jacobson, Ph.D.

Director, South Coast Region – California Trout

Email: sjacobson@caltrout.org

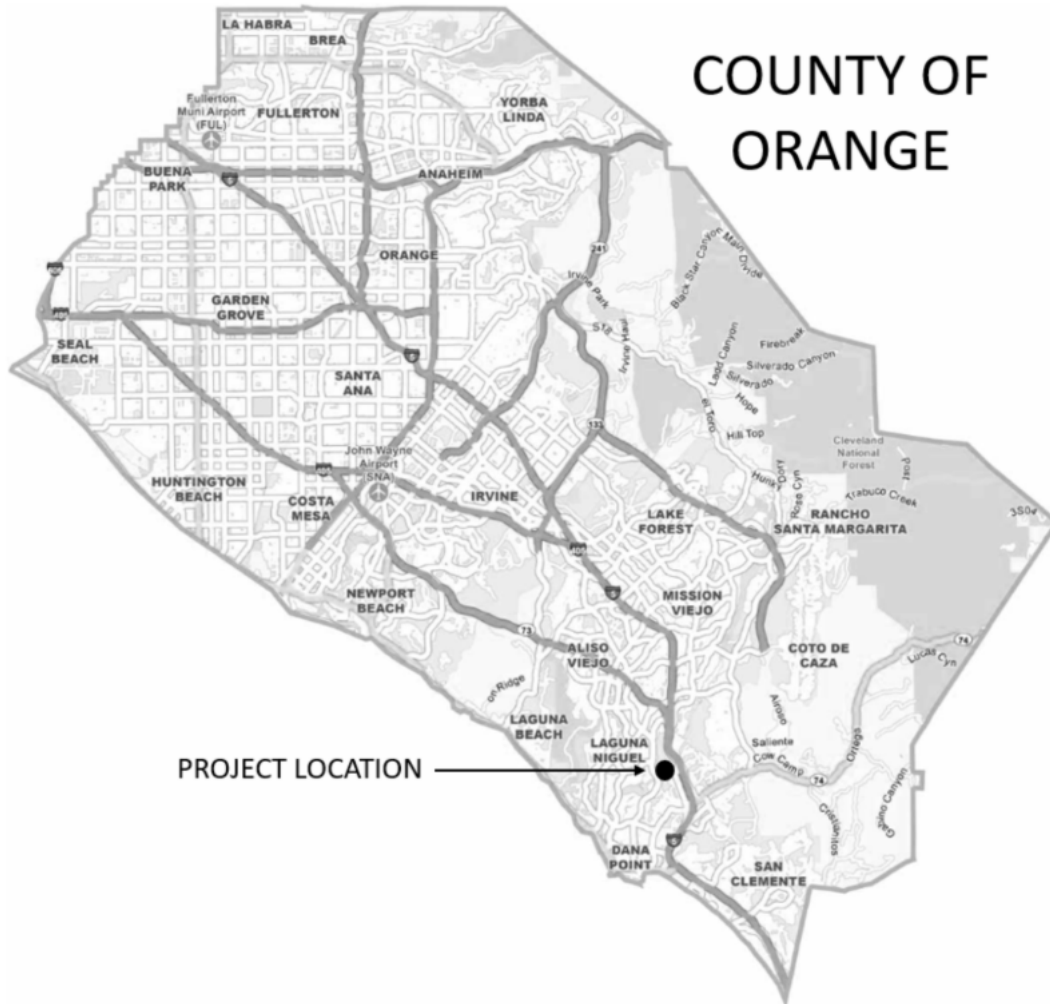
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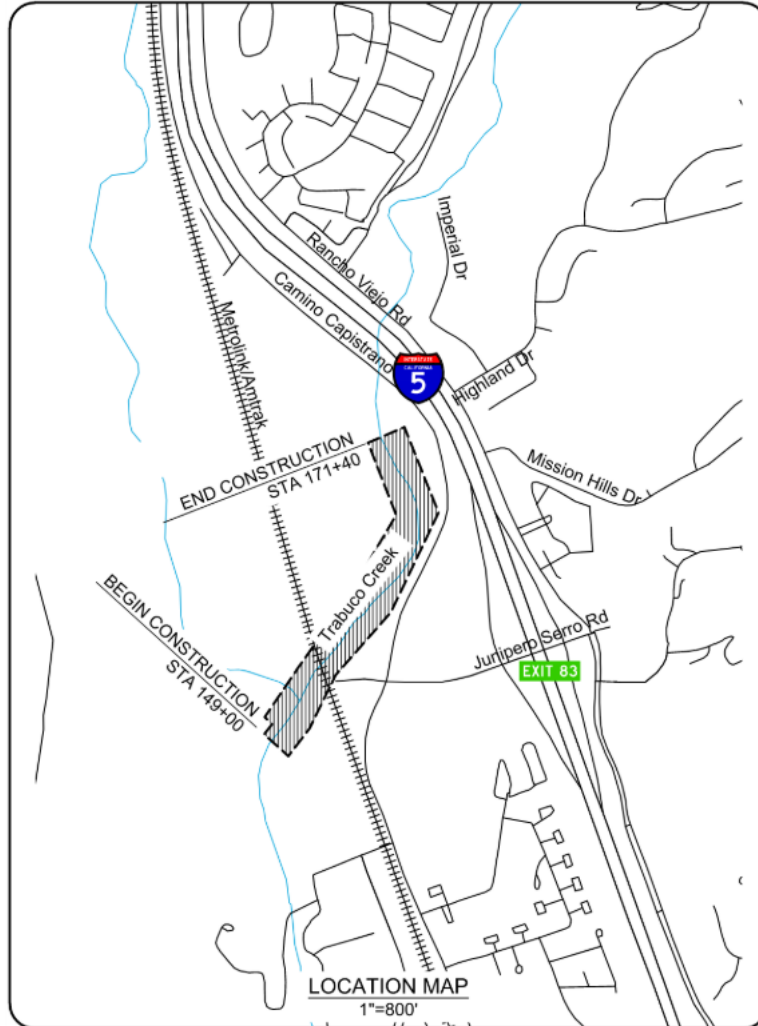
Nate Yancheff

Project Manager, South Coast Region – California Trout

nyancheff@caltrout.org

CITY OF SAN JUAN CAPISTRANO, CALIFORNIA





GPS Coordinates: 33.52027 N, -117.67146 W

The Plans and Special Provisions herein have been prepared by or under the direction of the following Registered Professional Engineers:



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Attachments List

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Attachment 2 – Representations and Certifications

Attachment 3 – Project Data Sheet

Permitting Specialist Bid Package with Appendices and Attachments Available at:

<https://californiatroutinc.box.com/s/zxcjvpytlp713rkum4q19wctzyde35k7>

AND

<https://caltrout.org/projects/trabuco-creek-fish-passage-project/>

PART I – CONTACT INFORMATION

A. PROPOSAL LEAD CONTACT INFORMATION

1. Firm Name:
2. Address:
3. Phone Number of Firm:
4. Contact Person for RFP & Title:
5. Contact Person Email:
6. Bidder is (choose one, if “other”, describe): Corporation, Partnership, Sole Proprietorship, Joint Venture, other
7. Date of Company Formation:

B. EXECUTION AND CERTIFICATION

Authorized Signatory – Signature and Date

PART II – CONSULTANT QUALIFICATIONS

PERMITTING SPECIALIST MINIMUM QUALIFICATIONS

- Consultant has greater than five years of experience leading permitting for construction projects with emphasis on ecosystem restoration with total construction costs greater than \$10M and utilizing state and federal permits.
- Consultant has experience providing permitting services on projects implementing stream restoration in areas with threatened and endangered species, utilizing streamlined permitting pathways.
- Consultant has experience managing permitting processes on projects in areas of cultural sensitivity.
- Consultant has experience working with multiple and diverse stakeholders including regulatory agencies, cities, county governments, water districts, railroads, and private landowners.
- Consultant has expertise in generating technical memos and reports to satisfy regulatory reporting requirements, including GIS mapping and data compilation.

PART III – GENERAL PROJECT INFORMATION

A. INTRODUCTION & PROJECT BACKGROUND

California Trout (CalTrout), a statewide environmental non-profit organization, is issuing this Request for Proposal (RFP) to solicit a qualified Permitting Specialist for the construction of the Fish Passage Structure at the Metrolink Railway Barrier on Trabuco Creek (Project). CalTrout is the Owner for the construction phase, with McMillen, Inc. (McMillen) as their Construction Manager for the Project.

The Project was designed by Northwest Hydraulics Consultants (NHC), Mike Love & Associates, Inc. and GFT, Inc. and comprises civil/structural plans, specifications, hydrologic/hydraulic calculations, and geotechnical report that were reviewed by City of San Juan Capistrano, PACE Engineering, AECOM on behalf of Southern California Regional Rail Authority (SCRRA) and Orange County Transportation Association (OCTA), and Moulton Niguel Water District (MNWD).

The Project is permitted through the State Water Board General Order (2024) which is a streamlined permitting pathway for restoration projects that meet specific criteria aligned with the Statewide Restoration General Order (SRGO) Programmatic Environmental Impact Report (EIR). Included in Appendix A is Section A.5.2 General Protection Measures, excerpt from the SRGO Final Order Attachment A. For purposes of proposal preparation, many of the mitigation measures contained Attachment A are anticipated to be applicable to the project. The final list of measures will be provided upon issuance of the Notice of Applicability (NOA) by the Water Board. San Diego Regional Water Quality Control Board committed to being CEQA lead upon certification of the NOI. The Project is funded and ready to start construction in the coming months, pending permit authorization, final approval of design plans and specifications by the aforementioned entities, and selection of a General Contractor. Funding for the fish passage barrier remediation and habitat restoration project is secured by federal and state agencies with additional support from local community foundations.

B. RFP & PROJECT TIMELINE

The outline for the RFP process is provided in the following table. The dates and times contained in the timelines below are subject to change by CalTrout.

Event	Date
	All times listed are Pacific Standard time
RFP Distribution	7/29/2026
RFP Questions Due	8/17/2026, by 5:00 pm PDT
Deadline for submission of proposals	8/31/2026 by 5:00 pm PDT
Specialist Selection / Contract Award	9/11/2026
Contract Execution	9/30/2026
Tentative Preconstruction Phase Start Including Site Prep and Surveys	10/1/2026
Tentative Season 1 Construction Start (Mobilization / Clearing / Above Ordinary High-Water Work)	2/1/2027
Season 1 In-Water Work Window	6/1/2027 – 11/1/2027
Season 1 Site Stabilization / Demobilization	11/1/2027-11/20/2027
Tentative Season 2 Construction Start (Mobilization / Clearing / Above Ordinary High- Water Work)	1/31/2028 (or as determined by Contractor to comply with permitting and nesting periods)
Season 2 In-Water Work Window	6/1/2028 – 11/1/2028
Season 2 Site Stabilization / Demobilization	11/1/2028-11/18/2028
Project Substantial Completion	11/30/2028
Mandatory Project Final Completion	12/31/2028

C. DESCRIPTION OF PROJECT

Migratory fish passage on Trabuco Creek is blocked at the Metrolink Railway crossing in the City of San Juan Capistrano, preventing access to the upper watershed for state and federally endangered Southern steelhead trout. The barrier at the Metrolink Railway crossing is a result of transportation and utility stream crossings and associated erosion protection facilities (grouted riprap) immediately downstream of the railroad bridge that have developed into a 30-ft vertical drop as the creek incised over time. The remediation of this barrier constitutes a major step in returning steelhead to their historical spawning stream reaches in the headwaters of Trabuco Creek. Additionally, multiple habitat improvements are incorporated into the Project to protect biological and cultural resources and to provide aquatic species passage and survival, including restoration of a more natural channel morphology, invasive species management, and enhancement of riparian vegetation and natural channel features.

The Project consists of remediating this fish passage barrier by providing migratory fish passage through a 420 ft long nature-like fishway pool-and-chute type ramp along one side of the channel; protecting existing infrastructure by stabilizing the utility crossing, restoring approximately 3,700 feet of the Trabuco Creek channel; improving water quality; improving habitat for multiple species; all of which would subsequently enhance open space and recreational opportunities for the community.

The Project will also replace the grouted rock grade control structure located below the Metrolink bridge, which is currently undercut and at risk of failure, with a stable roughened channel for flood conveyance. Nearly 2,000 feet of channel upstream of the Metrolink bridge will also be restored, which will provide water quality improvements, invasive plant and wildlife species removal, aquatic and riparian habitat enhancements, and fish passage improvements from the confluence of Oso Creek and Arroyo Trabuco upstream to the Orange County flood conveyance structure where the I-5 crosses Arroyo Trabuco.

The Trabuco channel downstream of the Metrolink railroad bridge crossing is currently subject to scour due to the drop height and erosion of the right bank. This portion of channel and the toe of the right bank slope would be stabilized by reconstructing the channel invert with rock or material designed for stability during flood events. Replacement of the existing Metrolink drop structure will also provide sufficient grade control to stabilize the lower gradient reach between the Metrolink drop structure and the upstream Orange County flood conveyance structure at the I-5 crossing Trabuco Creek. A new equestrian/multi-use trail crossing to improve access and safety will be constructed slightly upstream of its current location beneath the Metrolink railway to replace the existing equestrian trail that will be removed.

At the Metrolink crossing, the Project includes the following elements:

- A roughened channel fishway located along the right bank of the channel (looking downstream) comprised of an approximately 130-ft long rock ramp, a turning pool and an approximately 420-ft long pool-and-chute roughened channel fishway
- Portions of fishway will include concrete walls and floors, and portions will be constructed entirely of rock. The fishway surface will be constructed using a rock fill with a specified gradation, or Engineered Streambed Material (ESM), according to California Department of Fish and Wildlife (CDFW) guidance.
- Near the downstream end of the fishway, a fish guidance barrier will be installed across the channel to guide upstream migrating fish to the fishway entrance. Most of the guidance barrier will be constructed of rock, with a short concrete low flow ramp section near the turning pool.
- The existing concrete and grouted rock drop structure will be replaced with a new concrete drop structure and stilling basin.
- The existing over-steepened right bank of the channel will be regraded and revegetated. A maintenance road will be located along the toe of the bank adjacent to the pool and chute fishway, and a ramp extending diagonally from the maintenance road to the top of the slope.
- The fishway will connect to the existing stream channel upstream of the Metrolink bridge via an exit channel constructed of concrete and rock. The exit channel design and stabilization of the drop structure crest include a pedestrian/equestrian trail and a bridge across the exit channel.
- In the Middle Reach between the I-5 and the Metrolink fish passage improvements, the Project includes restoration of nearly 2,000 feet of channel between the I-5 and Metrolink crossings to include the following elements.
 - Construction of riffles and pools and placement of Streambed Fill and Boulders within the Middle Reach channel to raise or maintain the existing profile and increase connectivity with the floodplain and reduce aquatic invasive habitat.
 - Grading of a portion of the right bank to increase floodplain area, reduce flow velocities, and provide expanded area for planting native species.
 - Replacement of a failed rail and wire bank protection structure on the left bank of the channel with biotechnical bank protection incorporating large woody material, rock, and vegetation; and regrading and revegetation of the floodplain bench above the bank protection with native species.
 - Stabilization of local storm drain outfalls with riprap along the left bank to reduce erosion and improve water quality

D. SCHEDULE CONSIDERATIONS

Construction of the Metrolink Fish Passage and associated improvements is subject to In-Stream Work Windows in which work can be performed annually in the channel below the ordinary high-water mark between June 1 – November 1. Upland work may be scheduled outside of these in-stream work windows, but respondents must plan for these seasonal constraints in their Project Timeline.

Additionally, the Project is subject to work activity restrictions due to the nesting bird season from mid March to late September. Vegetation clearing or other habitat-altering activities that could disturb nests should be avoided during this time period. The attached permitting matrix identifies the requirements for each of the permits and measures to be implemented.

Finally, the Project must be substantially completed by 11/30/2028. Respondents must allocate the appropriate resources and schedule the work to be accomplished and align with the seasonal in-water and environmental constraints, as outlined herein.

PART IV – PROJECT PERMITTING OVERVIEW & RFP WORK SCOPE

A. PROJECT PERMITTING OVERVIEW

This Project constructs a nature-like fishway in Trabuco Creek adjacent to the Metrolink railroad bridge, improves the flood conveyance structure beneath the bridge, and restores a 2,000-foot reach of stream immediately upstream of the fish passage structure.

The Project utilizes multiple streamlined state and federal permitting pathways for large restoration projects including coverage under the 2024 State Water Board General Order. The suite of permits needed for construction are nearly complete and are expected to be issued in total by the end of September 2026. Providing services to achieve permitting issuance is not included in the Permitting Specialist RFP Work Scope. The CEQA lead agency is the San Diego Regional Water Quality Control Board (SDRWQCB). The NEPA lead is National Oceanic and Atmospheric Administration (NOAA).

The Project is located on the ancestral land of the Acjachemen Tribe in San Juan Capistrano, California. The Permitting Specialist is expected to uphold the partnership and tribal monitoring agreements between tribal representatives and CalTrout and respect the cultural sensitivity of this area where ancestral villages were located.

Stakeholders and entities issuing permits/authorization for construction include the City of San Juan Capistrano, Southern California Regional Railroad Authority, Orange County Transportation Authority who oversees Metrolink operations, private landowners, the Acjachemen tribal community, and agencies including SDRWQCB, CDFW, National Marine Fisheries Service (NMFS) and NOAA, U.S. Fish and Wildlife Service, and U.S. Army Corps of Engineers.

The Project is fully funded for construction by NOAA and CDFW and is anticipated to start pre-construction field work in the fall of 2026, with groundbreaking in the spring of 2027.

Construction Management services are provided by McMillen and General Contractor services will be selected via a competitive bid process that is currently underway. Construction will occur over 20 months, with an in-channel work window from June 1 – November 1 of each year.

B. PERMITTING SPECIALIST ROLES & RESPONSIBILITIES

Permitting Specialist is lead for Project regulatory compliance. Permitting Specialist will ensure that the Project is being implemented in accordance with state and federal permits and will provide the following services:

- Generate the final Wetlands and Revegetation Plan for the Project
- Update the Biological Resources Report; including tables for impacts to sensitive species, habitat, vegetation types, and jurisdictional waters
- Provide GIS overlays for temporary and permanent impacts and acreage tables for Project and existing environmental conservation covenant polygons
- Update jurisdictional polygons and waters of the State and U.S.
- Conduct additional cultural resources records search and archaeological surveys as needed in coordination with the Acjachemen tribal community
- Agency and permitting coordination
- Prepare planning and approvals Memo for Native Plant Planning in coordination with Acjachemen and County of Orange
- Review Tribal Discovery and Treatment Agreements and Protocols

Permitting Specialist is lead for Project construction monitoring, BMP oversight, cultural/biological contractor training, and reporting. Permitting Specialist will provide Biological, Cultural, and Archaeological monitoring and environmental/cultural training on site as appropriate. The Permitting Specialist is expected to provide the following services:

- Attend pre-construction and Project Team meetings
- Conduct pre-construction surveys for special status species per regulatory permits including fish, nesting birds, mammals, bats, lizards, etc.; prepare final report
- Issue Wildlife Exclusion Fence Plan
- Conduct cultural and biological monitoring during construction; prepare reports
- Attend geotechnical monitoring
- Conduct Worker Environmental Awareness Training
- Conduct Worker Cultural Awareness Training
- Verify BMP Implementation and Minimization Measures implementation

The following Permitting documents are available for review upon request:

- USFWS Project Description for Section 7 Consultation
- NMFS Aquatic Species Project Description for Section 7 Consultation
- Areas of Potential Effect Exhibit
- Monitoring Plan Tier 1 (Aquatic Species) NOAA
- Metrolink Project Site Planting Plan

PART V – INSTRUCTIONS TO BIDDERS

A. BIDDER QUESTIONS

All questions, requests for information, and requests for interpretation shall be submitted in writing and forwarded via email to nyancheff@caltrout.org and must be received by 5:00 pm PDT on August 17, 2026.

B. ADDENDUMS & RESPONSE TO QUESTIONS

This RFP and any interpretations and any supplemental instructions will be in the form of written amendment. If issued, Amendments will be posted on the CalTrout website at the link below. It is the responsibility of all prospective bidders to check the CalTrout website for any updates to the RFP. All amendments issued shall become part of the Contract Documents.

Response to Bidder Questions will be posted on CalTrout website under the RFP Section of the Trabuco Creek Fish Passage Project at: <https://caltrout.org/projects/trabuco-creek-fish-passage-project/>

Response to bidder questions will be posted within 3 business days following closure of the question period to respond to follow up questions and requests for clarification.

C. ELECTRONIC SUBMISSION OF PROPOSALS

Respondents must submit proposals to CalTrout in PDF format via email. Complete electronic proposals must be delivered to CalTrout prior to the deadline of August 31, 2026, by 5:00 pm Pacific Time. Submit the completed proposal in one single and organized PDF to Sandra Jacobson (sjacobson@caltrout.org) and Nathan Yancheff (nyancheff@caltrout.org). Proposals received after the due date and time will not be considered.

D. PROPOSAL REQUIREMENTS & CONTENTS

The following contents shall be completed and included in the response to this RFP. Failing to completely fill out, sign, or include these documents could lead to rejection of the proposal.

1. Cover page: Complete the attached Bidder Proposal Cover Page, Attachment 1
2. Introductory Letter: The letter shall be on Company letterhead, provide an introduction of the firm, summarize the Bidders understanding of the Project, identify the primary point of contact and contact information (title, phone number and email), and location out of which work will be performed, and confirm the Bidder's commitment to meet all requirements set forth in the RFP. All addendums received must be acknowledged in the cover letter. The Bidder shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposals are due. The letter shall be limited to 2 pages.
3. Contact Information: Part I – Contact Information, herein
4. Representations and Certifications: Complete and sign Attachment 2
5. Past Experience and Performance: Bidders shall submit information on up to five (5) projects completed in the past 10 years demonstrating Bidder's recent and relevant experience and qualifications. See Attachment 3 – Project Data Sheet and example forms. Bidders may elect to use their own forms if the information contained on the example forms is included, at a minimum. Project data sheets should be limited to 2 pages per project. At least one of the following experience areas must be demonstrated in each project submitted:
 - a. Experience providing Permitting services on river/stream restoration projects; preferable if projects had a significant construction component
 - b. Experience working with multiple stakeholders, including Railroad or transit agencies, and/or experience working with Southern California state, federal and local agencies.
 - c. Experience working in culturally and environmentally sensitive areas, sensitive special status species, restoration or natural resources project. Experience resolving Project impacts as a result of cultural discoveries
 - d. Experience with GIS mapping; particularly examples of projects with jurisdictional waters, wetlands delineation, and/or conservation covenants/easements overlapping the Project Area
6. Cost Proposal: Bidders shall include all costs necessary to fully perform the Work within the bid items provided, including labor, materials, equipment, supervision, insurance, overhead, and profit.

PART VI – PROPOSAL EVALUATION & SCORING MATRIX

A. PERMITTING SPECIALIST SELECTION PROCESS

The Permitting Specialist will be selected from a competitive bidding process as providing the best value to complete the work, not necessarily the lowest bid, but one that combines the required experience, availability to start immediately, superior work history, reference support, and pricing that gives the bidder the highest score. The three highest scoring qualified applicants will be interviewed by phone, then one selected as Consultant after communication with their references. Proposal budget for the Permitting Specialist not exceeding \$700,000.00 will score higher.

B. SCORING MATRIX

Category	Number of Points (partial points awarded up to max value)
Qualifications: Fully capable and qualified to provide the requested services. Bidder provides written confirmation that they are able to satisfy insurance requirements. Key staff identified with qualifications and experience described.	20
Experience: Contractor has greater than five years of experience providing Permitting services on similar projects	20
Budget: Budget is below \$700,000, mathematically correct, can demonstrate prevailing wage compliance, and anticipated rate and hours for key staff.	20
Technical: Proven track record of working effectively with diverse project partners and stakeholders including civil and structural engineers, General Contractors, City and County Governments, Transportation Authorities, and Tribes	10
Environmental: Committed to implementing environmental and cultural BMPs during construction	10
Work history: Three references and examples of similar work. Demonstrates company stability.	10
Location: Experience with civil work in Southern California, working with County of Orange. Office locations, including primary office, with project manager and key staff identified.	5
Project Scope: Demonstrates understanding of project	5
TOTAL	100

PART VII: INSURANCE

Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below with respect to Consultant's operations as Permitting Specialist in completion of the Metrolink Fish Passage Project.

Before the final execution of this contract, Consultant shall produce a standard Accord form Certificates of Insurance with insurance carriers acceptable to CalTrout. The Certificates shall also confirm Additional Insured Provision, Subrogation Waiver Provision and maintain actual endorsements from the Consultant's insurance carriers, to be available and provided upon request, evidencing required coverage amendments.

Consultant's insurance policy shall name the following entities as Additional Insured: California Trout, County of Orange, City of San Juan Capistrano, California Department of Fish and Wildlife, National Oceanic and Atmospheric Administration, Southern California Regional Rail Authority, Orange County Transportation Authority, Moulton Niguel Water District, and others as requested by CalTrout.

Consultant will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

A. Workers' Compensation and Employer's Liability

The Consultant is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Consultant commercial operations that it would not be practical to require this coverage. Employer's Liability Insurance with limits of liability of not less than (i) \$1,000,000 for bodily injury by accident, each accident, (ii) \$1,000,000 for bodily injury by disease, each employee, and (iii) \$2,000,000 aggregate liability for disease, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. The Workers' Compensation Insurance Policy must include a waiver of subrogation endorsement in favor of the aforementioned entities to be listed as Additional Insured.

B. Commercial General Liability Insurance

A comprehensive form Commercial General Liability Insurance policy written on an occurrence basis, in form and substance reasonably acceptable to California Trout including, without limitation, an endorsement naming the entities requested as additional insureds, and an express clause or endorsement under which the insurer waives the right to use the defense of "governmental function" in any suits or actions that might be brought or made against any of the Additional Insureds or their respective officials, officers, directors, trustees, employees, and agents. The Commercial General Liability Insurance Policy must be written with a combined single limit of

liability of not less than \$1,000,000 for each occurrence of bodily injury, fire and/or property damage

C. Automobile Liability

The Consultant shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$2,000,000 per occurrence for property damage or loss.

D. Contractor's Pollution Liability Insurance

Consultant shall purchase and maintain in force for the duration of the Agreement and for a period of two (2) years after completion of the project, insurance for pollution legal liability applicable to bodily injury; property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Such insurance shall provide a coverage amount of not less than \$1,000,000 per occurrence.

E. Failure to Provide Insurance

If Consultant fails to furnish and maintain insurance as required herein, CalTrout may cancel contract giving 10 days notice to comply. Except as otherwise expressly provided herein, all insurance policies required by the terms hereof shall be kept in full force and effect throughout the Project Term. Notwithstanding anything to the contrary contained in the contract Agreement, the foregoing insurance requirements are in now wat intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by Consultant under or pursuant to the Agreement.

F. Notice of Reduction in Coverage

In the event that any coverage required under the Contract is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to CalTrout at Consultant's earliest possible opportunity and in no case later than thirty (30) days prior to the change in coverage.

In addition to any other remedies CalTrout may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CalTrout may, at its sole option:

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract;

Order Consultant to stop work under the Contract or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

Terminate the Contract.

G. General

Each policy of insurance referred to herein shall be issued by a company legally qualified to issue such insurance in the State of California. Each policy shall provide that it shall not be canceled or materially amended except after thirty (30) days' written notice to California Trout, and that it shall not be invalidated by any act or negligence of Consultant, or its partners, directors, officers, contractors, subcontractors, sponsors, vendors, volunteers, employees, or agents.

H. Indemnification

Consultant hereby releases and agrees to protect, indemnify, defend and hold California Trout and all named entities requiring Additional Insured status, their affiliates and all of their respective officers, directors, shareholders, members, volunteers, agents, and employees ("Indemnified Parties") harmless from and against all liabilities, claims, losses, costs, damages, expenses (including reasonable attorneys' fees and disbursements), investigations, actions, suits, judgments and demands arising out of or in any way relating to (i) the Services; (ii) the negligence or willful misconduct of Consultant or any of its subcontractors, vendors, employees, laborers, materialmen or other suppliers in performing the Services or otherwise, provided that Consultant shall not be liable for losses, costs, damages, liabilities, expenses, actions, suits, judgments, or demands resulting from the gross negligence or willful misconduct of any Indemnified Parties.

I. Consultant's breach of any warranty or representation contained herein

If any Indemnified Party is forced to defend itself or Consultant in a suit in any way relating to the Agreement or any Services, Consultant agrees to cooperate in such defense as reasonably requested by the Indemnified Party. The provisions of this section shall survive the expiration or earlier termination of this Agreement.