

Financial Services Purchasing Division 215 N. Mason St. 2nd Floor PO Box 580 Fort Collins, CO 80522

970.221.6775 970.221.6707 fcgov.com/purchasing

REQUEST FOR PROPOSAL P xxx **Library Facilities Master Plan**

Written proposals, six (6) copies, will be received at the City of Fort Collins' Purchasing Division, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524. Proposals will be received before 3:00 p.m. (our clock),, 2016, Proposal No. P Library Facilities Master Plan. If delivered, they are to be sent to 215 North Mason Street, 2 nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.
Questions concerning the scope of the project should be directed to Project Manager Jeff Barnes, Finance Officer, Poudre River Public Library District (970) 221-6674 or ibarnes@PoudreLibraries.org .
Questions regarding proposals submittal or process should be directed to
A copy of the Proposal may be obtained as follows:

- Download the Proposal/Bid from the BuySpeed Webpage, 1. www.fcgov.com/eprocurement
- Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request 2. a copy of the Bid.

The City of Fort Collins is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, discount information, and individual product or service pricing. Summary price information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for proposal will be public information.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decisionmaking authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely.

Gerry Paul, CPPO, FNIGP Director of Purchasing & Risk Management

P__xxx__ Library Facilities Master Plan Scope of Work

The Poudre River Public Library District (the District) seeks proposals for a comprehensive Facilities Master Plan. The focus of the Facilities Master Plan is to identify space needs and options to optimize and expand library facilities within the District's legally defined area, serving over 186,000 residents and encompassing a 1,800 square-mile region in northern Larimer County which includes the city of Fort Collins and the town of Timnath. The resulting plan will include a determination of capital needs, potential financial resources and service levels associated with each option. The successful consultant will assist in facilitating a public awareness and community input process to better determine taxpayers/residents service and facility needs. Based on state standards and peer statistics, the District believes its facility space is less than optimal for serving current and future residents. The successful consultant will also determine the best geographic locations and size for potential new facilities to serve the District's growing population. In addition to information provided by the District management, the District's 2016-2018 Strategic Plan, 2015 Community Needs Assessment and 2016 OrangeBoy Market Analysis will be used for guidance. The District intends to use the Facilities Master Plan for up to the next ten years.

OVERVIEW AND BACKGROUND

The Poudre River Public Library District system consists of three library facilities, including the Old Town library (40,000 square feet) in downtown Fort Collins, the Harmony Library (30,000 square feet) on the Front Range Community College---Larimer Campus in southwest Fort Collins, and Council Tree Library (17,400 square feet) in the Front Range Village shopping complex in southeast Fort Collins. The District also owns Webster House Administration Center, a 10,000 square-foot facility which houses District administrative/support staff, Outreach Services staff and Collections staff.

Council Tree Library opened in 2009. Old Town Library has been recently expanded and remodeled. Harmony Library is operated by the District but is owned and maintained by Front Range Community College.

The District circulates more than three million physical and digital items annually, and receives more than one million visits to its public facilities a year.

While the District does not anticipate size or significant structural modifications to the existing facilities in the short term, the three public facilities were designed or remodeled with flexible spaces and fixtures to facilitate space reallocation to meet future needs.

SERVICES TO BE PROVIDED

The consultant will develop a Facilities Master Plan, identifying space and facilities needs for the Library District and defining best approaches to address identified needs.

Short-term Plan Elements

 Current Facilities evaluation. Review space utilization, configuration and physical arrangement in four current District facilities. Make recommendations for optimal space utilization, and location and adjacencies of functional public and staff areas.

Long-term Plan Elements

 Identify the best geographic location, type and size for potential new facilities to serve the District's population, to incorporate all elements identified below.

A detailed project plan will be developed with the successful offeror. To assist potential offerors in preparing their proposed project costs, the following represents the known tasks that will be undertaken to complete the Facilities Master Plan.

- Develop a thorough and effective community engagement process to involve a broad range of stakeholders, through inclusive public engagement processes, in identifying an optimal facilities service model, and locations, sizes and types of future library facilities. The public engagement process will utilize information recently developed by the District through surveys and studies.
- Conduct an assessment of all current library facilities. Tour each facility and Interview staff. Review current and projected demographic data and recent District survey data for geographic areas surrounding each public facility. Review current layouts, configurations, locations and adjacencies of functional areas and make recommendations for optimal space utilization, arrangement and configuration of existing facilities. Make recommendations regarding the current and potential future uses of existing library spaces.
- Incorporate the District's mission, vision, values and strategic plan, current and projected demographic data, state and national standards, peer comparisons, public library trends and best practices into facilities analysis and recommendations.
- Coordinate with staff, Trustees, public and other stakeholders to identify opportunities for partnered facilities and service outlets.
- Incorporate technological innovations and opportunities into all facilities considerations.
- o Identify opportunities for providing sustainable, energy and resource efficient facilities.
- Determine the optimal geographic distribution of library facilities, taking into account current usage patterns, facilities locations and current and projected population distribution and demographic profile. Present various models for new facilities (for example, fewer, larger facilities versus larger number of smaller facilities) and recommend optimal approach and locations, sizes and types of future library facilities.
- Determine options for improvements in a phased, muliti-year approach and a 10 year implementation schedule. The master plan will include short term and long range facilities recommendations.
- Identify comprehensive projected capital needs for all aspects of design, construction, staffing and operation of new facilities.

- Draft a preliminary report of recommendations for consideration by District staff and the Board of Trustees.
- Complete a final report, with building and cost estimates for each proposed improvement project, as well as an analysis and recommendation related to the optimal model of distribution of library service outlets and facilities, estimated staffing requirements, and suggestions for funding options for recommended improvements.

Library Facilities Master Plan Preliminary Work Plan Outline

Tentative Dates	Event
	Issue RFP
	RFP Responses due
	Issue notice to proceed to successful offeror
	Preliminary summary of consultant recommendations due
	Final report due

PROJECT DELIVERABLE

At the completion of the facility master plan, the selected consultant will be expected to provide a needs analysis report that identifies facility related needs and recommended options for the District. The report will also identify and develop a prioritized list of projects and major facility improvements required in the next five-ten years. The report will include summary options for future service delivery, and an estimated budget for each facility improvement project.

The written report will also include an assessment of the current geographic distribution of library facilities within the District. The consultant will recommend a phased facility plan for current and new facilities relative to the current and projected population in each region of the District and provide guidelines for when these new facilities would be considered.

Printed proposals are required. Please submit six (6) copies of your response and (2) copies of any accompanying supporting materials.

SPECIFIC INFORMATION REQUESTED OF RESPONDENTS

Experience of proposed project team

Please provide a list and brief description of similar library facility planning projects that your firm (or team of firms, if more than one will be assigned to the project) has completed during the last three years. Include the name of each client organization, a brief description of the scope of the project, the project budget, and the time required to complete the project from the date of the notice to proceed, until delivery of the final report. For each example you provide, please provide a contact name, email address and telephone number for the principle user representative of the organization that contracted the work for reference purposes.

If your firm has not completed a similar library facility planning project during the last three years, please briefly describe no more than three other related facility planning projects your firm (or team of firms) has completed during the last three years. Include the name of the client organization, a brief description of the scope of the project, the project budget, and the time

required to complete the project from the date of the notice to proceed, until delivery of the final report. For each example you provide, please provide a contact name, email address and telephone number for the principle user representative of the organization that contracted the work.

Please identify the firms and individual team members who will be assigned to the project if your proposal is accepted. Please outline the qualifications of each team member.

Expected time frame for the Facility Master Plan

Please review the proposed time frame for the facility master plan and provide your assessment of the feasibility of the proposed time frame and your firm's availability to complete the project according to the schedule of tentative dates. Describe any suggested revisions you would make to the proposed time frame.

Proposed Project Cost

Please provide an itemized summary of your proposed cost for completing the project. Include all fees and reimbursable expenses. Total cost should be expressed as the amount including all fees and expenses.

Description of Project Approach

Describe, in detail, the approach that your firm would take to complete the project if you are selected as a result of the RFP process. Please include a description of the tasks that you expect to be completed by the library staff. Describe your anticipated public engagement process taking into consideration information recently developed by the District.

Other Information

Please provide any other information that would be helpful in formulating the District's approach to the facility planning project. Please limit this information to no more than five pages.

A selection review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals each of the committee members will evaluate each proposal based upon the following criteria and weights: The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

The contractor shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted proposals.
- b. The committee will score the proposals according to the criteria, based on the information submitted.
- c. The committee will require a minimum of 10 working days to evaluate the proposals.
- d. A short list of proposers may be selected for oral interviews if deemed necessary.
- e. If oral interviews are determined to be necessary, the initial scoring will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.

Negotiations will follow with the selected proposer, and if successful, the proposer and District will enter into a services contract for the work.

REVIEW AND ASSESSMENT

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and potential interview session.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
1.0	Motivation	Is the firm interested and are they capable of doing the work in the required time frame?
2.0	Cost and Work Hours	Do the proposed cost and work hours compare favorably with the project Manager's estimate? Are the work hours presented reasonable for the effort required in each project task or phase?
2.0	Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm done previous projects of this type and scope?

REFERENCE EVALUATION (Top Ranked Firm)

The project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	a) If a study, did it meet the Scope of Work? b) If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below, by and
between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter
referred to as the "City" on behalf of THE POUDRE RIVER PUBLIC LIBRARY DISTRICT and
, [insert either a corporation, a partnership or an individual,doing business as
, hereinafter referred to as "Professional".
WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed

by and between the parties hereto as follows:

- Scope of Services. The Professional agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of () pages, and incorporated herein by this reference.
- 2. <u>The Work Schedule</u>. [Optional] The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule attached hereto as Exhibit "B", consisting of () pages, and incorporated herein by this reference.
- 3. Contract Period. This Agreement shall commence 200 and shall continue in full force and effect until 200 , unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Professional and mailed no later than ninety (90) days prior to contract end.
- 4. <u>Early Termination by City</u>. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of

termination to the Professional. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties.

All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

Professional:	City:	With Copy to:
	Poudre River Public Library	City of Fort Collins, Purchasing
	District	PO Box 580
	Attn: Jeff Barnes	Fort Collins, CO 80522
	PO Box 580	
	Fort Collins, CO 80522	

In the event of any such early termination by the City, the Professional shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall be the Professional's sole right and remedy for such termination.

- 5. Design, Project Indemnity and Insurance Responsibility. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services rendered by the Professional, including but not limited to designs, plans, reports, specifications, and drawings and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The Professional shall indemnify, save and hold harmless the City, its officers and employees in accordance with Colorado law, from all damages whatsoever claimed by third parties against the City; and for the City's costs and reasonable attorneys fees, arising directly or indirectly out of the Professional's negligent performance of any of the services furnished under this Agreement. The Professional shall maintain commercial general liability insurance in the amount of \$500,000 combined single limits and errors and omissions insurance in the amount of \$
- 6. <u>Compensation</u>. [Use this paragraph or Option 1 below.] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional a fixed fee in the amount of (\$) plus reimbursable direct costs. All such fees and

costs shall not exceed (\$). Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's actual reimbursable expenses. [Optional] Insert Subcontractor ClauseFinal payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings, and other services rendered by the Professional shall become the sole property of the City.

6. <u>Compensation</u>. [Option 1] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional on a time and reimbursable direct cost basis according to the following schedule:

Hourly billing rates:

Reimbursable direct costs:

with maximum compensation (for both Professional's time and reimbursable direct costs) not to exceed (\$). Monthly partial payments based upon the Professional's billings and itemized statements of reimbursable direct costs are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's reimbursable direct costs. Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings and other services rendered by the Professional shall become the sole property of the City.

7. <u>City Representative</u>. The City will designate, prior to commencement of work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the City Representative.

- 8. <u>Project Drawings</u>. [Optional]Upon conclusion of the project and before final payment, the Professional shall provide the City with reproducible drawings of the project containing accurate information on the project as constructed. Drawings shall be of archival, prepared on stable mylar base material using a non-fading process to provide for long storage and high quality reproduction. "CD" disc of the as-built drawings shall also be submitted to the owner in and AutoCAD version no older then the established city standard.
- 9. <u>Monthly Report</u>. Commencing thirty (30) days after the date of execution of this Agreement and every thirty (30) days thereafter, Professional is required to provide the City Representative with a written report of the status of the work with respect to the Scope of Services, Work Schedule, and other material information. Failure to provide any required monthly report may, at the option of the City, suspend the processing of any partial payment request.
- 10. <u>Independent Contractor</u>. The services to be performed by Professional are those of an independent contractor and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.
- 11. <u>Personal Services</u>. It is understood that the City enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.
- 12. Acceptance Not Waiver. The City's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the work. The City's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement.

- 13. <u>Default</u>. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default.
- 14. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.
- 15. <u>Binding Effect</u>. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
- 16. <u>Law/Severability</u>. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 17. <u>Prohibition Against Employing Illegal Aliens</u>. <u>Prohibition Against Employing Illegal Aliens</u>. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Professional represents and agrees that:
 - a. As of the date of this Agreement:
 - 1. Professional does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and

- 2. Professional will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program (the "Department Program"), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- b. Professional shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
- c. Professional is prohibited from using the e-Verify Program or Department
 Program procedures to undertake pre-employment screening of job applicants while this
 Agreement is being performed.
- d. If Professional obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Professional shall:
 - 1. Notify such subcontractor and the City within three days that Professional has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Professional shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e. Professional shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
- f. If Professional violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Professional shall be liable for actual and consequential

damages to the City arising out of Professional's violation of Subsection 8-17.5-102, C.R.S.

- g. The City will notify the Office of the Secretary of State if Professional violates this provision of this Agreement and the City terminates the Agreement for such breach.
- 18. <u>Special Provisions</u>. [Optional] Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit " ", consisting of () pages, attached hereto and incorporated herein by this reference.

THE CITY OF FORT COLLINS, COLORADO

	Ву:
	Gerry Paul, CPPO, FNIGP
	Director of Purchasing & Risk Management
	DATE:
ATTEST:	
City Clerk	
APPROVED AS TO FORM:	
ALL KOVED AG TO LOKIVI.	
Assistant City Attorney	
	[Insert Professional's name] or [Insert Partnership Name
	or [Insert individual's name] or
	Doing business as [insert name of business]
	By:
	Title:
	CORPORATE PRESIDENT OR VICE PRESIDENT
	Date:
	Date.
ATTEST:	
	(Corporate Seal)
Corporate Secretary	(Solpoiate Soal)

INSURANCE REQUIREMENTS

1. The Professional will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Professional shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Professional, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Professional under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Professional's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

- 2. Insurance coverages shall be as follows:
 - A. Workers' Compensation & Employer's Liability. The Professional shall maintain during the life of this Agreement for all of the Professional's employees engaged in work performed under this agreement:
 - 1. Workers' Compensation insurance with statutory limits as required by Colorado law.
 - 2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
 - B. Commercial General & Vehicle Liability. The Professional shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Professional shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.