

# CITY OF SANTA MARIA



## REQUEST FOR PROPOSALS FOR A PRE-ENGINEERED, PRE-MANUFACTURED MODULAR RESTROOM FACILITY FOR RUSSELL PARK

Issuing Office:

City of Santa Maria  
Recreation and Parks Department  
615 South McClelland Street  
Santa Maria, CA. 93454

<b>RELEASE DATE:</b>	<b>March 25, 2019</b>
<b>SUBMIT CLARIFICATIONS:</b>	<b>April 1, 2019</b>
<b>PROPOSAL DUE DATE:</b>	<b>April 12, 2019</b>

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REQUEST FOR PROPOSALS (RFP) FOR SERVICES

THE CITY OF SANTA MARIA, LOCATED IN SANTA BARBARA COUNTY, CALIFORNIA, INVITES PROPOSALS FOR THE PROJECT FURTHER DESCRIBED BELOW:

A PRE-ENGINEERED, PRE-MANUFACTURED MODULAR RESTROOM FACILITY FOR RUSSELL PARK. THE CITY WILL SELECT ONE (1) SUPPLIER TO PROVIDE EQUIPMENT AND MATERIALS FOR THE RESTROOM AS OUTLINED IN THIS REQUEST.

Proposal packages may be obtained on the City website at <https://www.cityofsantamaria.org/bids>

All communications and inquires shall be submitted in writing via email to:

City of Santa Maria  
Recreation and Parks Department  
Dennis Smitherman, Management Analyst I  
[Dsmitherman@cityofsantamaria.org](mailto:Dsmitherman@cityofsantamaria.org)

## **1. INTRODUCTION**

The City of Santa Maria ("City") is requesting proposals to provide a pre-engineered, pre-manufactured modular restroom facility for Russell Park. The proposal must include trucking to a location within the City that is to be determined. Payment for the building shall include full compensation for furnishing all labor, materials, tools, expertise and equipment, including, but not limited to, design of the facility, preparing shop drawings, obtaining City approval of the shop drawings and design of the facility, fabricating and assembling the rest room facility, transporting the rest room, doing all incidentals necessary to provide the City a complete and functional rest room facility. This request does not include installation services as that service will be provided by through a contractor RFP (Contractor).

The restroom building shall be a waterborne, wood framed structure installed on a 6" precast concrete slab. All electrical and plumbing shall be factory installed and tested prior to shipment and ready for on- site connections by the contractor. The facility must include two individual rooms for public use and one central chase area for utilities. Each public restroom must include one water closet and one lavatory and must comply with California Title 24 guidelines. The restroom footprint must be a minimum of 8" X 21".

## **2. SUBMITTALS**

Interested parties shall submit three (3) hardcopies and one (1) electronic copy (sent to [dsmitterman@cityofsantamaria.org](mailto:dsmitterman@cityofsantamaria.org)) of the proposal. A separate, sealed envelope should contain the cost proposal/schedule of cost. All proposals must be received at the City by 4:00 p.m. PDT on **April 12, 2019**

No proposals will be accepted after this time and date. Proposals will remain sealed and unopened. Proposals will not be publicly opened. Any proposal received after this time and date will be unopened and destroyed.

## **3. CONTRACTOR PRE-QUALIFICATIONS**

In addition, as a prerequisite to bidding the work included herein, the bidder is required to demonstrate that it has performed at least three projects involving work of a similar scope. This requirement is intended to minimize risk in manufacturing of this type of facility.

## **4. QUALITY ASSURANCE**

All materials and workmanship shall comply with the following:

- A. Americans with Disabilities Act.
- B. Applicable Uniform Building, Electrical, Mechanical and Plumbing Codes.
- C. Applicable Sections of the American Society for Testing and Materials.

- D. Applicable Federal, State and local codes.
- E. In case of conflict, the more stringent condition shall apply.

## **5. INITIAL SUBMITTAL**

The Contractor shall submit, with its proposal for this project, a drawing of the proposed facility which includes front and side elevations, a floor plan and notes which indicate items furnished by others.

## **6. JOB SPECIFICATIONS**

1. Wood (Structural wood to be S.P.F.)
  - Wall Framing: Shall be SPF, 2 x 4 and 2 x 6 at 16" on center. Walls will be built in single piece sections and laminated on the interior with class "A" FRP. All framing nails will be mechanically galvanized.
  - Roof Framing: Engineered fold up trusses, field installed by other contractor. This will require folding down truss tails, adding 2 x 4 truss blocking, remaining truss tail plywood, and this installation of metal roofing.
  - Roof Sheeting: 15/32" OSB, truss tail OSB, field installed by contractor.
  - All nails for finishing roof sheeting and truss blocking to be supplied by contractor.
2. Thermal and moisture protection.
  - Roofing Material: Shall be 24 ga. metal propanel II roofing with matching trim, and shall be installed over 30 lb. felt, and installed by contractor. Installation package shall include all screws, rivets, and closures.
  - Fascia: 1X Pine. Factory installed.
  - Drip Edge: 3" X 3" 24 ga. metal to match roofing color, field installed by contractor.
  - Moisture Barrier for siding: Tyvek house wrap.
  - Gable Vents: 12 x 12.

- Any roof penetrations such as plumbing vents, air ventilators, and or electrical shall be the responsibility of the contractor after roofing is installed by contractor.

### 3. Interior and exterior finish.

- Interior: Kemlite® FRP with Surfaseal®. FRP laminated to interior AC plywood. Each wall will be void of seams, trim or rivets. The FRP is impervious to moisture and will not rot and can be scrubbed and pressure washed. Graffiti and scratch resistant, color white 3/32"thick, class A fire rated, pebble grain finish, OSB exterior plywood is glued and nailed to the 2X wall framing.
- Restroom Ceiling: FRP, color to be white. FRP is laminated to the AC plywood.
- Restroom Interior Wall Corner: 1½" x ½," stainless steel, attached with vandal resistant screws. D. Siding: Hardi Plank®, 6" lap siding Select Cedarmill. 30 year-limited warranty.
- Base trim: 1/8" x 4" aluminum base trim, attached with vandal resistant SS screws.
- Paint/Stain: All colors to be chosen by owner. The contractor will be responsible for on-site touch up painting and filling of any holes from the shrink wrap.
- Corner, Door & Window Trim: 4" Hardi Trim®, color to be chosen by owner. 15 year limited warranty.
- Colors: Roof: Body: Doors: Door, Window & Corner Trim: Soffit: Fascia: Siding:
- Doors & Windows
- Material: Doors shall be 18 gauge steel, frames shall be 16 gauge steel. Frames shall be knock down style to provide coverage of the interior and exterior walls. Frames shall be dimpled and attached to king stud with a 3" x ¼" screw.
- Hardware: All hardware shall meet ADA.

- Closure: LCN146128
  - Deadbolts: Schlage B663
  - Door Lever: Schlage Rhodes D40S
  - Ives Heavy Duty Crash Stop
  - Hagar Hinges ECBB1100
  - Door Sweeps: MM1480A X 36"
  - Magna Locks
- Windows: 12" x 48" 6" Translucent acrylic block, 1½" thick, Glacier Wave, White vinyl frame. D. Door vents: 18 gauge fixed louvers.

#### 4. Plumbing Schedule

- a) Water Supply: Below grade Type 'K' copper sleeved in schedule 40 PVC, supplied and installed by contractor per drawings and specifications. Above grade copper to be Type 'L'. Installed per plans, specifications and code.
- b) DWV: Drain, waste and vent connections to be completed by contractor per code, drawings and specifications provided by the City of Santa Maria.
- c) Fixtures: Vitreous china water closets and lavatories. Contractor/Owner will be responsible for a minimum flow pressure of 40 PSI and adequate flow volume to the building
  - Water Closet: American Standard Aflow™ 1.6 GPF, Zurn Z1212 BFX Carrier.
  - Lavatory: American Standard Comrade™. Zurn Z1231-CONCEALED carrier, Chicago 802- 335 metering faucet. Flush Valves: Zurn 6152-YB-ADA
  - Backflow Preventer: Watts 009
  - Hose Bib: Woodford B24
  - P-Trap Primer: Zurn Z1022 trap primer
  - Hot Water Heater: Rheem 81 VP6S 6 gallon

#### 5. Electrical

- EMT or MC Cable throughout.
- Underground Sleeve: Schedule 40 grey PVC, by contractor.
- Panel: Siemens 100amp, with main. (or equal)

- Chase Outlet: Leviton 20amp GFI.
- Restroom Lights: CVD-232EL with T8 15 watt LED lamps, polycarbonate lense, and 16 gauge cold rolled steel with corrosion resistant white baked enamel finish.
- Exterior Lights: RAB WPLED13 with 13 watt LED bulb. Fully shielded, full cutoff wall pack. Full cutoff optics with flat tempered glass lens. The bulbs and covers will need to be field installed by the contractor, the lights are removed for shipment
- Chase Light(s): RAB VX100DG with 11 watt LED bulb, vapor tight globe and metal guard, switched.
- Vent Fan: Broan HD 80 air exchange, with nonmetallic ducting by Broan 6". Meets UL 181 Vent ducting and vents to be field installed by contractor after the roofing is installed.
- Motion Sensors (Interior Lights Only): RAB LOS2500/12
- Exterior LightTimers: Intermatic STO1C.
- Hand Dryers: World Dryer SLIMdri #L-974.

## 6. Specialties

- 18" Grab Bar: 1½" diameter stainless steel with concealed fasteners.
- 36" Grab Bar: 1½" diameter stainless steel with concealed fasteners.
- 42" Grab Bar: 1½" diameter stainless steel with concealed fasteners.
- Toilet Paper Holders: ¼" thick stainless steel, exposed 2 roll type with locking device and fastened to wall with stainless steel vandal resistant screws. Owner\_to supply pad lock.

## 7. APPROVED EQUALS



- The City of Santa Maria shall determine all equals. All deviations from the specifications shall be in writing and illustration and must meet the following criteria.
- Manufacturers Literature: Submit manufacturers' literature and technical data.
- Submit a complete set of construction drawings signed and sealed by a Professional Engineer registered in the State of California.
- All equals must be approved (10) ten days before the bid date.

## **8. SCHEDULE AND DEADLINES**

Include a schedule of deliverables as well as any known critical deadlines.

Cost Proposal/Schedule of Costs - Separate, Sealed Envelope

Submit a detailed Cost Proposal/Schedule of Costs for all work to be performed for the project in a separate, sealed envelope. Cost Proposal/Schedule of Costs shall be a time-and-materials method of payment with a not-to-exceed limit, including specific rates of compensation and clearly depict all direct and indirect costs and how they would be applied.

Pricing for all services shall be fully inclusive.

## **9. PROPOSAL FORMAT GUIDELINES**

Interested entities are to provide the City of Santa Maria with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

### **i. Vendor Application Form and Cover Letter**

Complete Attachment "A", "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed two pages in

length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Santa Maria, California and the office from which the project will be managed.

**ii. Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

**iii. Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

A summary of entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Santa Maria reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

**iv. Financial Capacity (for private or non-profit agencies only)**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer (attachment "B").

**v. Fee Proposal**

All Proposers are required to use the form in Attachment "C" to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

**vi. Disclosure**

Please disclose any and all past or current business and personal relationships with any current City of Santa Maria elected official, appointed official, City employee, or family member of any current Santa Maria elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration. Disclose any pending litigation, fines/penalties or settlements which the proposers are responsible for.

**10. CERTIFICATE OF INSURANCE**

Include Certificate of Insurance carried by the firm, containing the insurance carrier, A.M. best ratings scope of coverage and limits, deductibles, and self-insured retention.

Minimum scope of insurance shall be at least as broad as: (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury; (ii) Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9); and (iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum limits shall be no less than: (i) General Liability \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (ii) Automobile Liability \$1,000,000 per accident for bodily injury and property damage; (iii) Workers' Compensation: Statutory limits; (iv) Employer's Liability \$1,000,000 per accident for bodily injury or disease; (v) Errors and Omissions Liability \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**11. TAXPAYER IDENTIFICATION NUMBER**

Request for Taxpayer Identification Number and Certification Include a completed and signed Form W-9 Request for Taxpayer Identification Number and Certification.

## 12. METHOD AND CRITERIA FOR SELECTION

A selection committee will evaluate and rank proposals based on specific criteria.

<b>CRITERIA</b>	<b>POINTS</b>
Demonstrated understanding of project	25
Experience with similar kinds of work	25
Demonstrated technical ability	25
Ability to meet requirements	25
<b>TOTAL</b>	<b>100</b>

## 13. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal(s) and negotiate an agreement as to the scope of services, the schedule for performance, duration of the services with the firm(s) whose proposal(s) is/are most responsive to the needs of the City, and compensation for services. The City reserves the right to further negotiate any aspect of an agreement.

Proposals shall be prepared and submitted in accordance with provisions of the RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any minor defects or irregularities in a proposal. The City may deem a proposal nonresponsive if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

Additionally, the City reserves the right to reject any and all proposals. The City may, for any reason, decide not to award the agreement(s) as a result of this RFP. If subsequent selection opportunities are issued, the City is under no obligation to advise any respondent to this RFP, although it is the City's intent to notify all qualified respondents of any such plans.

## 14. RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify all proposers initially provided this RFP of any material changes via addendum by United States Postal Mail or by electronic method via email and/or its website, [www.cityofsantamaria.org/bids](http://www.cityofsantamaria.org/bids). No one is authorized to amend any RFP requirements in any respect by an oral statement, or to make any representation or interpretation in conflict with these provisions.

“A”

AGENCY STATEMENT

Please complete and submit with your proposal response.

Name of business/agency: \_\_\_\_\_

Business/agency address: \_\_\_\_\_

Business phone \_\_\_\_\_ Email \_\_\_\_\_

Business/agency classification (check all that apply):

- Individual  Corporation  Non-profit  Partnership  Government agency

Federal tax number: \_\_\_\_\_

Name of Director: \_\_\_\_\_

Does the agency maintain insurance in amounts specified by the City contract?

- Yes  No

If no, describe the differences: \_\_\_\_\_

Are there claims pending against this insurance policy?  Yes  No

If yes, please explain the nature of the claims:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How long has the agency been in existence and provided animal services? \_\_\_\_\_

Is the agency licensed by the City to do business in the City of Santa Maria? \_\_\_\_\_

Proposal offers shall be good and valid until the City completes the award or rejects the proposals. Failure to concur with this condition may result in rejection of the offer.

Does the agency accept this condition?  Yes  No

I certify that to the best of my knowledge, the information contained in this proposal is accurate and complete, and that I have the legal authority to commit this Agency to a contractual agreement.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME AND TITLE OF SIGNER: \_\_\_\_\_

**“B”**

**FINANCIAL REVIEW**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

**ATTACHMENT**

**“C”**

**COMPENSATION**

**COMPENSATION**

Submit a compensation proposal in a separate sealed envelope. The compensation shall be broken down by component.

**EXAMPLE OF AGREEMENT FOR PROFESSIONAL SERVICES**

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made on , by and between , a California Corporation (“Contractor”) and the City of Santa Maria, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

1. [insert text];
2. [insert text];
3. [Insert text].

**NOW, THEREFORE, IT IS AGREED:**

1. **Recitals true.** The above recitals are true.
2. **General.**

2.01. Term and Termination. The term of this contract is [insert text], beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Contractor shall determine the method, details and means of providing [insert text] services. More specifically, Contractor agrees to perform the specific services listed in Exhibit “A.”

2.03 City's Duties. City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit “B.”

2.05. Insurance. Contractor shall provide insurance as listed in Exhibit “C.” [use 2016 insurance language]

2.06. Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated.

**3. Contractor’s Obligations.**

3.01. Minimum Amount of Service. Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor’s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.



3.03. Status. Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this agreement.

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

#### **4. Miscellaneous**

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:

Attn.

110 East Cook Street  
Santa Maria, CA 93454

To Contractor:

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Consultant and all sub consultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at [www.dir.ca.gov](http://www.dir.ca.gov) and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

CONTRACTOR

CITY OF SANTA MARIA

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

APPROVED AS TO FORM:

\_\_\_\_\_ City

Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**

**Description**

Upon the delivery of a signed copy of this agreement with this scope of work as Exhibit "A" attached, the contractor and staff shall proceed with the following scope.

**Severability of Tasks**

The City reserves the right of severability; any clause or task within these specifications may be deleted at the discretion of the Recreation and Parks Department. Adjustments to the contract costs will be made accordingly.

EXHIBIT "B"  
PAYMENT

- Contractor shall provide final invoices within 30 days of work completed.
- City will process payments as submitted by the Contractor.
- City represented by the Director of Recreation and Parks or their appointee will administer the contract.

## INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

### B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.

4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.

4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.