

City of Santa Maria



REQUEST FOR PROPOSALS

GRANT CONSULTING SERVICES

ISSUING OFFICE: City of Santa Maria
City Manager's Office
110 East Cook Street
Santa Maria, California 93454

**SUBMITTAL: One (1) original and two (2) copies must be received on or before
4:30 p.m., September 16, 2022.**

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE
DEEMED UNRESPONSIVE AND RETURNED UNOPENED TO THE PROPOSER.

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PUBLIC NOTICE

REQUEST FOR PROPOSAL

This request for proposal shall be considered the Proposal Documents. SEALED PROPOSALS must be received by the City Manager's Office, mailed to City of Santa Maria, 110 East Cook Street, Santa Maria, CA 93454 no later than **4:30 p.m., September 16, 2022**. NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME AND DATE. PROPOSALS WILL REMAIN SEALED AND UNOPENED UNTIL THE NEXT BUSINESS DAY. PROPOSALS WILL NOT BE PUBLICLY OPENED.

GRANT CONSULTING SERVICES

Contract documents may be inspected and obtained in the office of The City Manager's Office, City of Santa Maria, 110 East Cook Street, Santa Maria, California 93454.

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified handicapped person shall, on the basis of handicap, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Santa Maria to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

Requests for information or clarification must be submitted **IN WRITING** and received by the City Manager's Office Project Manager no later than **4:30 p.m. on September 16, 2022**. Requests may be submitted via e-mail to: amontes@cityofsantamaria.org.

Dated this **15th day of August 2022**, at Santa Maria, California.

By: Andrea M Montes
City Manager's Office Project Manager
City of Santa Maria, California
Publication Date: **August 15, 2022**

SECTION 1 - INSTRUCTIONS AND CONDITION

1.1 Project Description

The City of Santa Maria is requesting technical and cost proposals from qualified and experienced consultants to assist with identification of grant opportunities, grant application writing, and securing grant funded programs to gain efficiencies, synergize operational efforts and advance City goals to better serve the growing community of Santa Maria.

One (1) original, two (2) paper copies and one (1) electronic copy on a USB Flash Drive of the proposal are to be received by the City Manager's Office, City of Santa Maria, 110 East Cook Street, Santa Maria, CA 93454 no later than **4:30 p.m., September 16, 2022.**

1.2 Information

The City of Santa Maria City Manager's Office is issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the City Manager's Office Project Manager at (805) 925-0951 extension 2206.

Any revisions to the Request for Proposals will be issued and distributed as Addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Santa Maria will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective proposers who have secured same. However, it will be the responsibility of each prospective proposer, prior to submitting its proposal, to contact the City Manager's Office Project Manager, City of Santa Maria, 110 East Cook Street, Santa Maria, CA 93454, (805) 925-0951 extension 2206 to determine if addenda were issued, and to make such addenda a part of their proposal.

1.4 Definitions

1. "Agency" refers to the City of Santa Maria, an Agency established under the laws of the State of California.
2. "Days" refers to working days of the City of Santa Maria when used in context with Agency's proposal protest procedures.
3. The terms "file" or "submit" refer to the date of receipt by Agency.
4. "Interested party" includes all proposers on the contract or procurement. The term may also include a subcontractor at any tier who shows that it has a substantial economic interest in a provision of the Request for Proposals (RFP) or of the interpretation of such a provision.
5. "Local" as used herein refers to the County of Santa Barbara and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
6. "RFP" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
7. "Project Manager" as used herein refers to the Project Manager with the City of Santa Maria City Manager's Office.

1.5 Contracting Agency

The City of Santa Maria City Manager's Office will administer the contract resulting from this Request for Proposals.

1.6 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.7 Joint Offers

Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Agency intends to contract with a single firm and not with multiple firms doing business as a joint venture.

1.8 Business Tax Certificate

Possession of a City of Santa Maria Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Consultant shall be required to possess, at its own expense, a valid and current City of Santa Maria Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Santa Maria. For additional information, contact the City of Santa Maria Finance Division at (805) 925-0951 ext. 2422.

1.9 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the City Manager's Office Project Manager. The request shall be executed by the offeror or his/her duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.10 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.11 Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Santa Maria reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but

not limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Santa Maria reserves the right to reject any or all proposals, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. Proposer's past performance, and the City's assurance that each proposer will provide service as proposed, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the proposal of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's submission, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the proposal of any proposer who is in default on the payment of taxes, licenses, or other monies due the City of Santa Maria.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.12 Proposal Pricing Guidelines

SECTION 2 – PROJECT OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Santa Maria (City) is soliciting written proposals from private consultants to assist with identification of grant opportunities, grant application writing, and securing grant funded programs to gain efficiencies, synergize operational efforts and advance City goals to better serve the growing community of Santa Maria.

Proposers must respond to the information contained herein.

2.2 Term of Contract

The term of the agreement shall be one (1) year, with the option to renew by mutual consent of both parties. The awarding of this agreement in no way guarantees or otherwise assumes the possibility of either a renewal, extension or expansion of the original two-year term and extension.

2.3 Scope of Work

A. Grant Consulting Services

The City Grants Team will administer grant funding and grant funded programs. The Consultant to whom award is made will assist the City Grants Team with identification of grant opportunities, grant application writing, and securing grant funded programs to gain efficiencies, synergize operational efforts and advance City goals to better serve the growing community of Santa Maria. The list below includes, but is not limited to, City departments regularly seeking and administering grant funded programs.

1. Department of Public Works/Engineering
2. Department of Recreation and Parks
3. Fire Department

The Consultant to whom award is made shall meet regularly with the City Grant Team with members representing the departments below.

- City Manager's Office – Administration and Human Resources
- City Attorney's Office
- Community Development – Special Projects
- Finance
- Fire – Administration and Operations

- Library – Administration and Youth Center
- Police – Administration and Operations
- Recreation and Parks – Recreation
- Utilities – Water Resources

B. Commencement of Service

The Consultant to whom award is made shall execute a written agreement with the City and provide the required insurance endorsements as specified in Section 2.05 within ten (10) calendar days after notice of the award has been sent by mail to the awardee at the address provided in the proposal and shall begin work within five (5) calendar days after being issued a notice to proceed. Commencement of services is expected on or around **November 1, 2022**.

C. Agreement Assignment and Use of Sub-Contractors

The Consultant shall not assign, transfer, convey or otherwise dispose of the agreement or its right, title or interest, or its power to execute such an agreement to any individual or business entity of any kind without the previous written consent of the City. The Consultant shall not employ the services of any sub-contractor in the performance of the agreement without the prior consent from the City's agreement coordinator.

D. Schedules and Reports

The Consultant shall submit, for City approval, a schedule for completion of monthly, quarterly, semi-annual and annual tasks.

E. Communications with the City

Prior to the start of work, the Consultant shall provide the City with the name of the authorized representative.

The Consultant shall provide telephone numbers at which the representative's may be contacted during normal City business hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.)

The City's agreement coordinator or designee, shall decide any and all questions which may arise as to the quality or acceptability of service and as to the manner of performance.

F. Changes

By mutual consent, the City and the Consultant may make alterations to the scope of work, such as the addition or deletion or reduction in the frequency of tasks. Any such changes will be set forth in an agreement amendment, which will specify the work to be done, and the basis of compensation. An agreement amendment will not become effective until it has been approved by both parties and received by the Consultant.

H. Invoice Procedure

The Consultant shall present one (1) copy of a monthly invoice detailing the work and hours performed during the preceding month. City reserves the right to dispute bills and withhold payment. Payment shall be made once per month based on the undisputed billable charges for the previous month.

In accordance with Accounts Payable Procedure Guidelines, accounts payables are processed every two weeks, net thirty (30) days from the date invoice is accepted by authorized City staff.

2.4 General Instructions

See Exhibit "A" for the list of SERVICES TO BE PROVIDED.

2.5 Competitive Selection

The successful consultant shall be selected by the City of Santa Maria on a rational basis.

Evaluation factors outlined in Paragraph 2.6 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal.

A proposer may be selected without discussion after proposals are received. Therefore, proposals should be submitted on the most favorable terms.

Please review Section 2.11 for a description of the proposal format.

2.6 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by City of Santa Maria. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

- EXPERTISE IN IDENTIFYING, SECURING AND TRACKING GRANTS 50%
- PROFESSIONAL REFERENCES 25%
- AMOUNT OF PROPOSAL 25%

The City, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer (s).

2.7 Inquiries

Inquiries must be submitted in writing. City shall attempt to provide to all, using information submitted in proposals, material information provided to one potential proposer. Proposers rely on oral information at their own peril. Failure to adhere to this requirement could render your proposal non-responsive. All inquiries shall be directed to the Project Manager, City of Santa Maria, 110 East Cook Street, Santa Maria, CA 93454.

2.8 Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimal period of sixty (60) days subsequent to the submission deadline.

2.9 Contract Incorporation

Proposer should be aware that the City of Santa Maria's attached "agreement", including its insurance requirements and all other terms and conditions, are a part of these Proposal Documents, should be considered by the Consultant in making their proposal, and shall become the actual contract document upon award. The terms and conditions defined in Section 3 of this RFP are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award. Any damages accruing to the City as a result of a proposer's failure or refusal to execute a contract with the City, if awarded the contract, may be recovered from the Consultant.

The requirements of Request for Proposals Dated **AUGUST 15, 2022**, on file at the City Manager's Office, 110 East Cook Street, Santa Maria, CA 93454, are hereby incorporated by reference.

2.10 Negotiations

The City of Santa Maria reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

2.11 Proposal Format

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive.

- A. Letter of Transmittal
- B. Table of Contents
- C. Project Understanding
- D. Scope of Work
- E. Relevant Experience with Professional References

SECTION 3 – SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on _____, by and between, a California Corporation ("Contractor") or a Consultant (hereinafter referred to as "Consultant"), and the City of Santa Maria, a California Municipal Corporation and charter city ("City"), in Santa Maria, California, based on the following recitals:

WHEREAS, City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, City has determined the Project involves performance of professional and technical services of a temporary nature; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, City has requested Consultant to perform services for Project; and

WHEREAS, Consultant is registered or licensed in California to perform professional and technical services for Project.

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 one year, 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. Consultant shall determine the method, details, and means of providing grant consulting services. More specifically, Consultant 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 Consultant 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. Consultant shall provide insurance as listed in Exhibit "C." [use 2016 insurance language]

2.06. Exhibits. The Request for Proposal is incorporated by Reference. Exhibits “A,” “B,” and “C” are attached and incorporated.

3. Consultant’s Obligations.

3.01. Minimum Amount of Service. Consultant shall devote sufficient time to perform services under this agreement efficiently and effectively. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant’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, Consultant will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Consultant (including its employees) is an independent contractor. No employer/employee relationship exists between Consultant and the City. Consultant’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 Consultant 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.

3.05 Conflict of Interest Consultant will comply with all conflict of interest laws and regulations including, without limitation, the City’s Conflict of Interest Code (on file in the City Clerk’s Office). All officers, employees and/or agents of Consultant who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Consultant or Consulting Firm to notify that City of any staff changes relating to this Agreement.

A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B.

Initials

B. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to Disclosure Category "1" of the City's Conflict of Interest Code.

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 Consultant 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 Consultant:

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. Consultant 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, Consultant 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 are overtime and holiday wages determined by the Director 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 and is referred to and made part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

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

CONSULTANT
a California limited liability company

CITY OF SANTA MARIA,
a political subdivision of the State of California

NAME
President

ALICE M. PATINO
Mayor

NAME
Vice-President/Secretary

ATTEST:

Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

Risk Manager

City Attorney

EXHIBIT "A"

CONSULTANT - SERVICES TO BE PROVIDED

The City Grants Team will administer grant funding and grant funded programs. The Consultant to whom award is made will assist the City Grants Team with identification of grant opportunities, grant application writing, securing grant funded programs to gain efficiencies, synergize operational efforts and advance City goals to better serve the growing community of Santa Maria. The Consultant will meet regularly with the City Grants Team and will provide the services listed below.

- Conduct needs assessment with City Grants Team to understand City's current and planned grant funded priorities.
- Identify and notify City Grants Team of emerging grant funding opportunities.
- Work with City Grants Team to assess readiness for competitive grant application process.
- Provide quality assurances, including pre-review and timely submission of grant applications.
- Work with City Grant Team to facilitate meetings.
- Submit monthly and annual progress reporting to Project Manager.

EXHIBIT "B"

PAYMENT TERMS

The Consultant shall present one (1) copy of a monthly invoice detailing the work and hours performed during the preceding month. City reserves the right to dispute bills and withhold payment. Payment shall be made once per month based on the undisputed billable charges for the previous month.

In accordance with Accounts Payable Procedure Guidelines, accounts payables are processed every two weeks, net thirty (30) days from the date invoice is accepted by authorized City staff.

SAMPLE

EXHIBIT "C"

INSURANCE REQUIREMENTS

Consultant 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 Consultant.

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

Consultant 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 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.