



City of Emeryville
CALIFORNIA

REQUEST FOR PROPOSALS:
HOMELESS SUPPORT SERVICES -



Deadline for Submission: Friday, May 26, 2023 at 5pm

Contact Information:

Charles Harris, Economic Development Coordinator
City of Emeryville
Tel: 510-596-4357
Charles.harris@emeryville.org

I. INTRODUCTION

The City of Emeryville is seeking providers to provide homeless outreach and housing navigation services to the City. The selected provider will work with existing homeless services to reduce and prevent homelessness in Emeryville and strengthen the physical health, mental health and social service supports for Emeryville's unhoused residents. The selected service provider will be vital in the shift towards housing and connecting vulnerable individuals to basic human rights in a dignified manner. The City expects to engage with the selected service provider for a three-year contract. See Section III, *Scope of Work*, for full work task details.

II. BACKGROUND

Emeryville is a small city of approximately 12,870 residents in the San Francisco Bay Area. In recent years, homelessness in the Bay Area has been on the rise and is now at a point of crisis. The City participated in the 2022 Alameda County Point in Time (PIT) count, which found 91 people experiencing homelessness in Emeryville, or 1% of the unsheltered individuals for all of Alameda County. Primary causes of homelessness in Alameda County have been identified as job loss, mental health issues, substance use, evictions, foreclosures, and incarceration, as well as larger structural issues such as increasing rents and lack of affordable housing.

In 2018, the City Council adopted an update to the City's Homeless Strategy, which includes the following goals intended to prevent persons from becoming homeless, to help those who are homeless to find shelter and permanent housing, and to prevent recidivism. Specifically, the Homeless Strategy includes the following goals:

1. Prevent at-risk persons from becoming homeless or returning to homelessness
2. Remove barriers to accessing homeless services
3. Collaborate across sectors and systems
4. Provide Housing Services
5. Ensure safe living conditions for individuals experiencing homelessness as well as individuals residing in surrounding areas

Associated implementation measures for the City's Homeless Strategy call for funding of and coordination with area services providers to provide supportive outreach, housing navigation, and mental health services. Over the past several years, the City has funded a third party to conduct homeless outreach and has been able to assist multiple persons in securing shelter, permanent supportive housing, and access to medical and other needed services.

The homeless population in Emeryville spans varying vulnerable populations including those who are at-risk of losing housing, families, older individuals, persons suffering from medical conditions including but not limited to mental health and drug addiction, individuals who are employed but displaced (due to rising housing costs, domestic violence, reduction in working hours, etc.), among others. Data developed during the outreach efforts over the most recent outreach period indicate that a portion, of the City's population face barriers to shelter, housing or other services due to behavioral conditions or mental health conditions. In addition, there are challenges to performing effective outreach if the outreach workers are only available during normal business hours. A portion of Emeryville's unhoused population are only available outside of standard office hours.

The City's goal for its contracted outreach provider is to meet Emeryville's unhoused population where they are and to do so in a practical way. This includes elevating the outreach effort to reach those who are suffering from mental health issues or substance abuse. It also necessitates that the effort includes outreach scheduling outside of standard business hours to serve those who have jobs during the day but are still experiencing homelessness.

The City of Emeryville provided the following funding from its General Fund budget during the most recent outreach service contract period:

Assistance to Saint Vincent DePaul Shelter:	\$30,000
Homeless Outreach and Housing Navigation Staffing and Operations:	\$118,931
Rapid Rehousing (RRH) Funds:	\$120,000
Emerging Needs Funds:	\$30,000
Total:	\$298,931

In addition, the City has:

- 1) Made its property at 4300 San Pablo Avenue available for use as a temporary emergency women's shelter to mitigate the impacts of a fire at a women's shelter in Berkeley
- 2) Completed financing of a 90-unit affordable housing project including 45 permanent supportive housing units, providing over \$16m for property acquisition, predevelopment and construction costs.
- 3) Continued its longstanding financial support of the Emeryville Citizens Assistance Program ("ECAP"), which provides food security for those experiencing homelessness in the community.

As evidenced by its funding and projects, the City has a firm commitment to supporting and housing the unhoused. However, the long-term nature of the solutions to homelessness, the incomplete scale and scope of immediate services, and legal constraints and limited options for addressing homelessness can be a cause of frustration for Emeryville residents and businesses, as well as for service providers and advocates.

Given these constraints and the challenges faced by people experiencing homelessness, an overarching policy of reducing and As evidenced by its funding and projects, the City has a firm commitment to supporting and housing the unhoused. However, the long-term nature of the solutions to homelessness, the incomplete scale and scope of immediate services, and legal constraints and limited options for addressing homelessness can be a cause of frustration for Emeryville residents and businesses, as well as for service providers and advocates. Given these constraints and the challenges faced by people experiencing homelessness, an overarching policy of reducing and preventing homelessness through a series of short-, medium-, and long-term strategies is required.

Proposals submitted in response to this RFP should include adequate coverage for staffing costs while respecting the City's budgetary constraints. Budget proposals should be proportionate to recent program funding, but also address the City's goals efficiently and effectively.

III. SCOPE OF WORK

Proposers must demonstrate a proven record of serving the target population. This includes capacity to meet individuals on an as-needed, 24 hours a day / 7 days a week basis, using a collaborative approach to person-centered problem solving, while providing the services as follows:

Program Description/Services:

The population to be served includes people experiencing homelessness in Emeryville and homeless experiencing homelessness whose children attend the Emeryville Unified School District ("EUSD"). The services described are intended to be fully dedicated to Emeryville-based clients. Each type of service is described in more detail below.

Outreach Services

- Engagement on site; regular schedule and as-needed per City request
- Supportive activities; transporting clients to appointments, Coordinated Entry System assessments, etc.
- Coordinate outreach to encampments and distribute cleaning materials, hygiene kits, and meals as needed.
- Provide cleaning materials (gloves, garbage bags, etc.) to encourage and support light clean up around encampment sites to maintain health and welfare of encampment residents and the surrounding community.
- Maintain detailed documentation of all outreach activities by client including date, topic of conversation, resource provided, client response, etc.

Linkages

- Link clients with clinical care management and other service resources as needed and desired.
- Link clients with housing resource centers, housing navigation services, and interim or bridge housing resources, as desired and available, with the

- goal of helping individuals move from unsheltered to sheltered situations.
- Link clients with public benefits, including income support and health insurance.
 - Link clients with appropriate health care services – primary care, behavioral health, dental, etc. – based on their expressed needs and priorities.
 - Link clients with appropriate legal resources – homeless caring court, record expungement services, and probation housing resources.
 - Provide transportation assistance in the form of bus tickets or via cab or companion public transportation to assist clients in making linkages to benefits and services.
 - Accompany clients to appointments, as needed, to obtain benefits and services.
 - Maintain detailed documentation of all linkage activities by client including contacts made, response of client to offers, response of service providers, transportation offered/provided.

Case Management

- Engage clients in services focused on fulfilling housing goals and support clients in achieving positive housing outcomes.
- Assess client needs, make relevant referrals, provide support in navigating various systems, connect clients with various resources, and advocate for addressing client needs.
- One face-to-face engagement/interactions no less than one time during a 90-day period will constitute an active client.
- Maintain consistent and detailed documentation in case management files by client.

Housing Preparation

- Assess clients to address housing histories and barriers – positive references, credit history, rental history and prior convictions, criminal history, registered sex offender status, outstanding debts, and outstanding warrants.
- Get to know members or potential members of the client's household including pets and companion animals.
- Assess for potential for client to reconnect with family/friends for housing.
- Assess client's eligibility for permanent housing resources - deposit/move-in financial assistance, rapid re-housing, affordable housing, and permanent supportive housing. Assess the client's financial and resources situation and potential budget for housing – help with income and benefits acquisition, develop plan to help fund move-in costs.
- Help clients create tenant resumes – gather appropriate documentation including identification, social security cards, proof of citizenship, child custody, and other key information to use on housing applications.
- Help identify and refer Home Stretch-eligible clients to the Home Stretch registry.

Encampment Resolution

- Provide focused outreach to encampments at City's request.
- Attend encampment cleanups and related actions on-site, at City's request.
- Assist City staff with personal property documentation, bag/tag activities, and communications with clients on how to retrieve personal property that is stored by the City.
- Provide cleaning materials (bags, instructions, encouragement) for residents to maintain clean sites, dispose of garbage.
- Engage residents in harm reduction outreach, including providing needed items, as available, and case management, as needed.
- Record information about individuals at encampment sites in the Alameda County Homeless Management Information System ("HMIS").
- Maintain detailed documentation on encampment resolution activities including contacts with impacted clients, services offered, and clients' responses.

Regional Coordination

- Attendance at North County Hub *By Name List* meeting
- Quarterly Attendance at North County Hub *CES Operations Meeting*

General.

Outreach team work schedules, email and cell phone contact information, shall be provided to City staff on a weekly basis prior to the beginning of the work period and alternate staff shall be provided on a one-to-one hourly basis when the primary staff is unavailable. Outreach providers are to contact Police Dispatch before entering the field to help ensure safety and coordination.

- Identification
In order to establish working relationships with those experiencing homelessness, field staff shall identify themselves as associated with their primary service provider. Identification, be it in the form of clothing with the service provider's logo and name, or a business-related identification badge is to be worn or carried into the field and shown to contacts during outreach attempts.
 - a.
- Reporting
Provide monthly program statistics and reporting to the City using a template provided by the City. The template shall include case information related to all outreach attempts, proportion of hours in the field to hours in the office, and include clients who are receiving Rapid Rehousing support and/or Emerging Needs Funds. Reports shall include required information regarding the clients to ensure avoidance of duplication while also preserving privacy for the individual. Reporting shall be evaluated as to appropriate level of detail to ensure information is

adequate to assess program efficacy.

Provide monthly financial accounting to the on Rapid Rehousing and Emerging Needs funds, concurrent with submittal of outreach program invoicing.

Meeting and Coordination

- Attend City-convened meetings to coordinate services on a bi-weekly basis and as-requested by the City.

The selected service provider shall also attend:

Countywide trainings when offered and where the subject matter is related to the scope of duties for this program.

North County Homeless CES (North County Hub) by-name list meeting and quarterly meetings.

Housing Navigation

The Housing Navigator will primarily utilize their time to conduct outreach to people experiencing homelessness throughout the City of Emeryville. The goal of outreach is engagement, relationship building and assessment to encourage participation in services and housing resolution. Engagement can be a long process and it can take many contacts with a person experiencing homelessness before the Housing Navigator may even be able to do an assessment. During this relationship and trust building process, the client chooses the client's level of engagement with staff and takes the lead in determining the client's initial needs and goals.

- Coordinated Entry System ("CES") Assessment:

Each time the Housing Navigator engages a person, they shall offer a CES assessment, any available options in shelter and work towards permanent housing solutions. Each outreach effort will be documented in writing for reporting purposes identifying the person in a manner that helps avoid duplication of records. The Housing Navigator will, whenever possible, work on meeting immediate needs, as defined by the client, so that after each experience something positive has occurred and a more trusting relationship is forged. This type of consistent and positive engagement is crucial in contributing to successfully helping the individual obtain permanent housing, when it is available.

As the Housing Navigator develops relationships with clients, they shall begin the process of CES assessment to establish prioritization across Alameda County and to determine which services are the most effective for the person to resolve their homelessness. The CES assessment focuses on information directly relevant to the client's homelessness and

its resolution. The goal of the assessment process is to understand:

- Immediate health or safety risks
 - Housing history
 - Strengths in obtaining and maintaining housing
 - Barriers to obtaining and maintaining housing
 - Preferences for housing
- **Housing Stability Plans**
After completing the CES assessment, the client will be placed on a county prioritized list and the Housing Navigator will offer available and appropriate services to the client. If applicable, a housing stability plan will be created. The Housing Stability Plan is the basis for all service provision and is a guide for moving the participant households toward resolving any immediate crises and obtaining sustainable and appropriate, permanent housing as quickly as possible. All Housing Stability Plans should be composed of goals and objectives that are reasonable and realistic for the client to achieve. Some common components of a Housing Stability Plan may include obtaining ID, the creation of a monthly household budget and assistance with financial planning, employment search, addressing poor credit and past evictions, and/or managing mental health symptoms.
 - **Housing Search**
The Housing Navigators are the primary staff that will have contact with landlords. The Housing Navigators role is to locate units, build relationships with landlords, and work with clients on the move-in process.
 - **Support to Maintain Housing**
The Housing Navigator will provide a wide range of services directly related to establishing and maintaining housing stability. These include:
 - Linking eligible clients to available move-in assistance and utilities subsidy programs
 - Discussion of housing options with the household
 - Research of housing options and encouraging the participant household to research options themselves
 - Providing tools and instruction to participant households regarding how to present themselves favorably to landlords
 - In the event that a prospective unit is identified, contacting landlord to arrange for the participant to see the unit
 - Negotiation and mediation with landlords around rents and tenant relationships
 - Complete all necessary housing paperwork in collaboration with the landlord, including the lease agreement and IRS Form W-9
 - Viewing the unit to ensure it is habitable and safe
 - Work with the landlord to arrange for lease signature, coordinate household move-in, and arrange for payment of rent and/or security deposit as negotiated

- Maintain detailed documentation of all linkage activities by client including contacts made, response of client to offers, response of service providers, transportation offered/provided,

Housing maintenance goals are included in a client's Housing Stability Plan and are based on the client's specific needs. Examples might include:

- Understanding lease requirements
 - Avoiding property damage
 - Basic household skills such as cooking and cleaning
 - What constitutes good tenant behavior
 - Budgeting with a focus on prioritizing rental payment
 - Landlord /tenant rights and responsibilities
- Support to Maintain Landlords
The Housing Navigator will follow up with clients and landlords post move in and assist with resolving any conflicts. Their role is also to retain landlords in the program by offering support such as:
 - Move in costs and rental subsidies
 - Facilitating meetings between landlords and clients to review leases
 - The landlord is provided with contact information for the Housing Navigator in the event that any questions or concerns arise
 - The Housing Navigator checks in with the landlord while concerns are being addressed
 - Mediating disputes in order to resolve landlord/participant concerns
 - Identification of term of Housing Navigator support to homeless client/landlord relationship. Please include specific minimum length of time selected consultant's staff will continue to assist in resolving issues post housing placement

Rapid Re-Housing Program

Rapid Re-Housing is an evidence-based intervention proven to decrease homelessness using a time-limited package of rental assistance and case management services to locate an apartment, sign a lease, provide rental assistance, and then over the course of a year, phase out the rental assistance so the individual or family makes the rental payments themselves.

City intends to provide sufficient funding for up to six Rapid Re-Housing placements available for clients identified by the Housing Navigator as experiencing homelessness in Emeryville for this staff person to fill. The Housing Navigator will use an assessment tool developed by Alameda County but tailored to identify Emeryville residents experiencing

homelessness who may not qualify for other housing assistance. Funds may be used for housing credit checks, deposits, and rent assistance and are to be pre-approved by City prior to expenditure.

Emerging Needs Program

The City intends to provide an Emerging Needs Fund to cover immediate needs of people experiencing homelessness as well as address public health issues and emergencies related to homelessness. These funds will be allocated for needs such as utility deposits, pest infestations, bed bug infestation replacement needs, vaccinations, mobile healthcare van stops, shelter slots, service incentives and similar items, to be administered by selected service provider. Individuals will work directly with City staff to access these funds. Other service providers may also apply for these funds to assist their clients who are experiencing homelessness in Emeryville that are not being directly served by the selected service provider. The selected service provider will administer the funds to Emeryville clients and service providers, as applicable, through requesting preapproval of fund use through submittal of a form as determined by the Funds are not to be used for gift cards or certificates that may be used as a form of tender for services other than for which they are intended.

Use of both Rapid Re-housing and Emerging Needs program funds will be paid on a reimbursement basis with submittal of itemized proof of payment concurrent with monthly invoicing.

IV. CITY CONTRACT REQUIREMENTS

See attached example Professional Services Contract and related exhibits, including insurance requirements. Through the submittal of a proposal in response to this RFP, the selected service provider is certifying that it agrees with all terms and conditions as specified by the example Professional Services Contract and related exhibits. Any requested changes to the example Professional Services Contract or related exhibits must be included within the response to this RFP.

V. SCHEDULE AND SUBMITTAL REQUIREMENTS

RFP Schedule

- Issued:
 - Friday, May 5, 2023
- Deadline for RFP Questions:
 - Thursday, May 10, 2023 at 5:00 P.M.
- Responses Due:
 - Friday, May 26, 2023 at 5:00 P.M.
- Evaluation by Selection Committee:

- Week of May 29-June 2 | 6-10, 2023.
- Publication of Recommendation to City Council:
 - Friday, June 23, 2023.
- a) City Council Meeting to Consider Contract Award:
Tuesday, July 5, 2023.

If your organization is recommended for selection, please be available to attend this meeting.

The City reserves the right to adjust the above noted schedule as necessary.

Submittal Contents and Format

Please ensure that submittals very clearly communicate the proposed outreach team makeup and include contact information.

The City is interested in information that addresses the points below. Succinct responses are encouraged.

a) Cover Letter:

- i. Date of submittal
- ii. Name and address of the firm submitting proposal
- iii. Date firm was established, its structure, number of employees and general qualifications
- iv. Name(s) of the person(s) authorized to represent the firm in any negotiations
- v. Name(s) of the person(s) authorized to sign any contract that may result
- vi. Contact person's name, mailing or street addresses, phone and email address
- vii. Signature of person listed in section (e) above.
- viii. Individual resumes with relevant experience and licensing, where applicable, and including work with the homeless population and supportive agencies while outlining direct and specific roles and responsibilities
- ix. Team's availability for the outreach work and their ability to handle emergency requests for service
- x. Recent experience of the firm in providing services for similar assignments. Provide References including name, email address and phone number of clients
- xi. Location of the office(s) where administrative work will be performed
- xii. Identify any recent or pending litigation (within the last seven years) involving former or current clients
- xiii. Confirmation that the required City standard contract terms and insurance

levels are acceptable

b) Scope of Work and Budget

- i. Provide a Scope of Work that addresses the items included in Section III, *Scope of Work*, of this RFP.
- ii. Provide a Budget for proposed Staffing/Operations needs by line item and including hourly fees in a format similar to that shown below, include a complete budget for three fiscal years, by fiscal year (i.e. July 5, 2023 to June 30, 2024, July 1, 2024 to June 30, 2025, and July 1, 2025 to June 30, 2026)

c) Format.

- i. All submittals shall be in an 8 ½" by 11" format.
- ii. All submittals must have an executive summary/cover page with content identified to correspond to each of the items listed above.
- iii. Submittals shall be typed and shall not exceed 30 pages of written material not including the cover letter.
- iv. Budget shall provide an itemized list including the proposed Range of Services in a format similar to that shown below:

Budget

The following budget shall provide a minimum of 40 hours consistent service per week for duration of the contract term. Where primary staffing becomes unavailable, back-up staffing, approved by the City of Emeryville, shall be provided.

Service Type	Cost per hour	Number of Hours per week	Annual Budget	Three Year Budget
Housing Navigation; Field outreach a. Engagement on site; regular schedule and as-needed per City request b. Supportive activities; transporting clients to appointments, CES assessments, travel for Emerging Needs purchases, etc.				
Program Administration a. Program management b. Landlord outreach c. Case management d. Travel related to meeting with landlords on site and site inspections e. Preparation of Reports				

f. Monthly meetings with City Staff				
Regional Coordination				
a. Attendance at North County Hub By Names List meeting				
b. Quarterly Attendance at North County Hub CES Operations Meeting				
Totals				

- v. Three hardcopy copies and one electronic file of the submittal in .pdf format must be received by the City no later than 5:00 P.M., Wednesday, May 26, 2023. Submittals shall be addressed to:

City of Emeryville, 1333 Park Avenue, Emeryville, CA 94608
Attn: Charles Harris
Charles.harris@emeryville.org

The outside of the envelope must be identified as “EDH Homeless Outreach RFP.” Late submittals and submittals sent by facsimile or email only will not be accepted. All submittals shall become the property of the City of Emeryville.

VI. EVALUATION OF SUBMITTALS

1. Selection Process Generally

All responsive submittals to this RFP will be evaluated by a Selection Committee composed of City staff from various departments. Proposals will be reviewed and ranked by the Selection Committee and ranked according to the rating criteria described in this RFP. Depending on the number and quality of responses received, proposers will be notified if they have been shortlisted via email. Following the Selection Committee’s evaluation process and determination of short-listed firms the City may contact references and request proposers to interview with the Selection Panel. The City may also make its evaluation on the basis of the submittals received without conducting interviews, at the City’s sole and absolute discretion.

2. Evaluation Criteria Scoring

Each submittal shall be evaluated on the following evaluation criteria, not necessarily listed in order of importance:

- a) Success and range of applicability of experience for each proposer, especially with Cities and in the area of homeless support initiatives, including quality of work, established regional experience, success in providing adequate levels of staffing and meeting project budgets, and related criteria.

- b) Organization's overall professional qualifications, ability to implement Scope of Work tasks, and completeness of response to RFP submittal requirements.
- c) Demonstrated ability to communicate well with current and previous clients including other agencies and homeless support services.
- d) Demonstrated success working with the homeless population and to place clients in housing.
- e) Demonstrated knowledge of CES and best practices in housing navigation.
- f) Demonstrated ability to maintain accurate, detailed and complete documentation of client case files and outreach activities
- g) Demonstrated ability to meet budget and reporting requirements for similar if not equal type of work.

VII. GENERAL TERMS AND CONDITIONS

1. Errors and Omissions

Proposing firms (Consultants) are responsible for reviewing all portions of this Request. Consultants are to promptly notify the City, in writing, if the team discovers any ambiguity, discrepancy, omission or other error in the Request. Any such notification should be directed to the City promptly after discovery, but in no event later than the Deadline for RFQ Questions: Tuesday, May 10, 2023 at 5:00 pm.

2. Additional Questions

Any questions regarding this Request must be submitted in writing to the City staff contact person listed on the cover page no later than the Deadline for RFP Questions: Tuesday, May 10, 2023 at 5:00 pm. The City may share the question(s) and its response(s) with all known consultants who are considering a response to this Request.

3. Addendum

The City may revise this Request prior to the submittal deadline. The City will communicate modifications to this Request by issuing an addendum. The City may extend the submittal deadline at its sole discretion.

4. Additional Information

In the City's sole discretion, it may contact any, all or no consultant to seek additional information about a submittal. Such additional information may include requesting that the consultant meet with the selection committee, financial information, clarification on the submittal, etc.

5. No Contract

This Request and the selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the City and submitting consultant. If the City selects a consultant(s) pursuant to this Request, any legal rights and obligations between the successful firms, if any, and the City will come into existence only when a written contract is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the contract and any other documents specifically referred to in that contract.

6. No Costs to City

Each consultant submitting a response to this Request agrees that it shall bear all costs and expenses associated with the preparation of the, and the City shall not be responsible for any costs or expenses incurred by the consultant, under any circumstances.

7. Public Records

All submittals become the property of the City, regardless of whether the City enters into a contract with the consultant, and no submittals will be returned to the consultant. In accordance with California law relating to access to public records, the City may be required to publicly disclose all submitted information and materials to third parties requesting such information. At the City's sole discretion, it may delay disclosure of submittals until negotiations with the selected consultant(s) has concluded, if such disclosure would compromise the City's negotiating position. If the submitting consultant claims that any submitted information constitutes a trade secret or is proprietary, the bidder shall identify the trade secret or proprietary information in the submittal. Pricing is not considered a trade secret or proprietary information.

8. Award

This Request does not commit the City to award a contract. The City reserves the right to accept or reject any or all submittals, to negotiate a different proposal, to split the award, to waive irregularities, and technicalities, to alter the selection process in any way, to postpone the selection process for its own convenience at any time for any reason, to waive any defects or irregularities in any submittal, to issue a new Request at any time, or to hire any consultant it deems appropriate in its sole and absolute discretion within or outside of the evaluation process.

VIII. ATTACHMENTS

Professional Service Contract (PSC)

A sample of the standard City PSC Template (including insurance requirements) is attached. By submitting a response to this Request, consultant agrees it is willing and able to execute the then-current PSC, including all applicable insurance.



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is effective as of _____ (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **COMPANY / CONTRACTOR NAME (INC, LLP, LLC...)** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City desires to engage Contractor for Homeless Support Services; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Contract; and

WHEREAS, the City has determined that the Contractor is qualified by training and experience to render such services; and

WHEREAS, the Contractor desires to provide such services; and,

WHEREAS, the public interest will be served by this Contract; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES AND TERMINATION DATE

1.1 Project Description

A complete project description is set forth in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2 Services

The services to be completed under this Contract ("Services") are described in the Scope of Work set forth in **Exhibit A**. The Services shall be performed in accordance with terms, conditions, and specifications set forth herein. To the extent there is a conflict between the Scope of Work, and the terms, conditions, and specifications set forth herein, the terms, conditions, and specifications set forth herein shall govern.

1.3 Schedule and Completion Date

The Services to be provided by Contractor under this Contract shall commence on the Effective Date and terminate on **END DATE**. The Parties may, by mutual, written consent, extend the term of this Contract.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

2. WORK CHANGES

2.1 City Rights to Change

The City reserves the right to order changes in the Services to be performed under this Contract by altering, adding to or deducting from the Scope of Work. All such changes shall be incorporated in amendments executed by the Contractor and the City. Such amendments shall specify the changes ordered and any necessary adjustment of compensation and completion time.

2.2 Additional Work Changes

Any work added to the Scope of Work by an amendment shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in an amendment duly executed on behalf of the City and the Contractor.

2.3 City Manager Execution

The City Manager has authority to execute without further action of the Emeryville City Council, any number of amendments so long as their total effect does not materially alter the terms of this Contract or increase the total amount to be paid under this Contract, as set forth in Section 3.2 below.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation for Services Performed

City agrees to pay the Contractor for the Services performed and costs incurred by Contractor upon certification by the City that the Services were actually performed and costs actually incurred in accordance with the Contract. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Services performed and costs incurred. The City shall pay the Contractor within forty-five (45) days after approval of the invoice by City staff.

3.2 Total Compensation Amount

The total amount paid under this Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$45,000.00)**, except as outlined in Section 2.3 above. The compensation for Services performed shall be as set forth in **Exhibit A**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

4. COVENANTS OF CONTRACTOR

4.1 Assignment of Contract

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Contract, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the City shall have no obligation to them.

4.2 Responsibility of Contractor and Indemnification of City

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

4.3 Independent Contractor

The Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of contractors, agents or employees to complete the Services; and the payment of

employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

4.4 Insurance

Contractor shall not commence Services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

4.5 Records, Reports and Audits

4.5.1 Records

- A. Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

4.5.2 Reports and Information

Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Contract in the form requested by the City.

4.5.3 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Contract. The Contractor will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract.

4.6 Conflicts of Interest

The Contractor covenants and declares that, other than this Contract, it has no holdings or interests within the City of Emeryville, nor business holdings, contracts or agreements with any official, employee or other representative of the City. For the duration of this Contract, in the event the Contractor or its principals, agents or employees acquire such a holding, interest, contract, or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Contractor will immediately notify the City of such holding, interest, contract, or agreement in writing.

4.7 Confidentiality

The Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

4.8 Discrimination Prohibited

The Contractor covenants and agrees that in performing the Services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the Government Code.

4.9 Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

4.10 Key Personnel

The Project Manager is / Key Personnel are necessary for the successful prosecution of the Services due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team without the City's approval. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Contract and shall be grounds for termination.

4.11 Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Contract, if applicable.

4.12 Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Services to be performed by the Contractor ("Materials") shall be and are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

4.13 City Labor Requirements

4.13.1 Compliance

At the Effective Date, compliance with the City's living wage ordinance is ☒ **required** / ☐ **not required** for this Contract. If this Contract provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing Services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) Contractor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws.

4.13.2 Applicability

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to [Section 5-31.08 of the Emeryville Municipal Code](#). Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

4.13.3 Non-Compliance

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and

compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

4.13.4 Living Wage

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$50.00 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

4.13.5 Minimum Wage and Paid Sick Leave

In addition to the Living Wage Ordinance, the Contractor may be required to comply with the [City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance](#), as set forth in [Chapter 37 of Title 5 of the Emeryville Municipal Code](#), to the extent it is applicable.

4.14 California Labor Requirements

4.14.1 Prevailing Wage Requirements

Contractor is aware of the requirements of [California Labor Code](#) Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

4.14.2 Registration

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

4.14.3 Labor Compliance Oversight

This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

4.14.4 Workers’ Compensation

Pursuant to the requirements of section 1860 of the [California Labor Code](#), Contractor will be required to secure the payment of workers’ compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Contract, Contractor certifies the following:

“I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

4.14.5 Event of Default

Failure by Contractor to comply with any provision of this Section shall constitute a default of this Contract and shall be grounds for termination as provided in this Contract.

5. **TERMINATION**

- A. The City shall have the right to terminate this Contract for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.

- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Contractor for Services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Contractor shall: (1) promptly discontinue all Services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Contract, whether completed or in process, in the form specified by the City.
- E. Notwithstanding anything to the contrary, this Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.
- F. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Contract or at law or in equity.

6. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Contract.

7. ENTIRE AGREEMENT

This Contract constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

8. SUCCESSORS AND ASSIGNS

Subject to the provisions of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any

other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

10. SEVERABILITY

The caption or headnote on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Contract nor in any way affect this Contract. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect to the extent possible.

11. BUSINESS TAX CERTIFICATE

Prior to commencement of the Services to be provided hereunder, Contractor shall apply to the City of Emeryville Finance Department for a business tax certificate, pay the applicable business tax and maintain said business tax certificate during the term of this Contract, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

12. NOTICES

12.1 Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work and invoices shall be exchanged between **Charles Harris** for the City and *Point of Contact* for the Contractor:

CITY	CONTRACTOR
Charles Harris, Economic Development Coordinator Phone No: 510-596-4357 E-Mail : charles.harris@emeryville.org	<i>Point of Contact, Title</i> Phone No: <i>510-000-0000</i> E-Mail : <i>email@contractor.com</i>

12.2 Official Notices

All other notices, writings or correspondence as required by this Contract shall be directed to the City and the Contractor, respectively, as follows:

CITY	CONTRACTOR
Charles Bryant 1333 Parl Avenue Emeryville, California 94608 Phone No: 510-596-4361 E-Mail : cbryant@emeryville.org <i>with a copy to:</i> Charles Harris 1333 Parl Avenue Emeryville, California 94608 Phone No: 510-596-4357 E-Mail : charles.harris@emeryville.org	CEO / President, Title Street Address City, State, Zip Code Phone No: 510-000-0000 E-Mail : email@contractor.com

13. COUNTERPARTS

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied, scanned, electronic or digital signature and shall accept the telecopied, scanned, electronic or digital signature of the other Party to this Contract.

14. NO THIRD-PARTY BENEFICIARIES

Except to the extent expressly provided for herein, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

15. NON-EXCLUSIVITY

City reserves right to employ other contractors in connection with the Services covered under this Contract.

16. ASSIGNMENT OR TRANSFER

Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Contract or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

17. WAIVER

The City's failure to enforce any provision of this Contract or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

18. OTHER REQUIREMENTS

Compliance with terms and conditions set forth in **Exhibit C** is ☐ **required** / ☐ **not required** for this Contract. Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("Other Requirements") when attached hereto and incorporated herein by reference ("Other Requirements"). With respect to any conflict between such Other Requirements and the terms of this Contract and/or the provisions of state law, **Exhibit C** shall control.

SIGNATURES ON FOLLOWING PAGE

19. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

City Attorney

Dated: **CITY OF EMERYVILLE**

City Manager

Dated: **COMPANY / CONTRACTOR NAME (INC, LLP, LLC...)**

Type Name of Signatory, Title *(Signature)*

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>



EXHIBIT B
Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **COMPANY / CONTRACTOR NAME (INC, LLP, LLC...)**.

1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, 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 or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

1.1 Minimum Scope of Insurance

Coverage shall be at least as broad as the latest version of the following:

- ☐ **General Liability**
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- ☐ **Automobile Liability**
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- ☐ **Professional Liability / Errors and Omissions**
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- ☐ **Workers' Compensation and Employer's Liability**
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- ☐ **Pollution Liability Insurance**
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

☐ General Liability

☒ All Contract Types

\$1,000,000.00 per occurrence and **\$2,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

OR

☐ Construction Specific

\$2,000,000.00 per occurrence and **\$4,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

☐ Automobile Liability

\$2,000,000.00 per accident for bodily injury and property damage.

☐ Professional Liability / Errors and Omissions

\$2,000,000.00 per claim and aggregate.

☐ Workers' Compensation and Employer's Liability

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

☐ Pollution Liability Insurance

\$2,000,000.00 per occurrence and **\$2,000,000.00** aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

2. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

□ **General Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it; and (4) the insurance coverage shall contain standard separation of insureds provisions.

□ **Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

□ **Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

☐ Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

☐ Pollution Liability Coverage

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

ALL COVERAGES

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3. NO SPECIAL LIMITATIONS

The required insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. VERIFICATION OF COVERAGE

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

8. REPORTING OF CLAIMS

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.

*Attach:
Insurance Certificate and Endorsements*