



REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
ON- CALL PROFESSIONAL SERVICES

October 8, 2025

PROPOSALS DUE:  
**November 7, 2025, at 5:00 pm**

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## **City of Greenfield**

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Greenfield, CA 93927  
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### **REQUEST FOR QUALIFICATIONS FOR ON CALL PROFESSIONAL SUPPORT SERVICES**

The City of Greenfield is soliciting proposals from qualified firms to provide professional engineering services on an on-call basis. The initial contract term will be for **three (3)** years with the option to extend annually for up to a total of five (5) years. The scope of work will be effective upon execution of the Agreement by both parties.

The City of Greenfield is soliciting On Call Professional services to support the City's planning efforts and projects. The selected firms will help the City of Greenfield support infrastructure, oversee general projects, and professional services to augment staff's efforts. The services will be on an as-needed basis.

**Scope of Work:** The City is soliciting the help of firms or individuals to provide professional services at an as-needed basis. Services shall include, but are not limited to development of studies, plans, specifications, itemized cost estimates, engineering support during construction, general consulting in qualified discipline, environmental CEQA/NEPA support services, traffic and transportation engineering, NPDES support, design services, support during emergency events, project management and other integrated services.

A Request for Qualifications will be available on the City's website and on PlanetBids beginning **Wednesday, October 8, 2025**. Applicants must register for the specific project on Planet Bids to receive addendum updates and to submit their SOQ. Questions about this RFQ should be submitted through Planet Bids Q&A tab before **Friday, October 31st at 5:00 pm**; to then be addressed as an addendum on Planet Bids in this project's "Addenda" or "Documents" page.

This RFQ/P can be found on the City of Greenfield Website: <https://ci.greenfield.ca.us/164/City-Solicitations> and our page on Planet bids: <https://vendors.planetbids.com/portal/78539/portal-home>.

An accepted response will be accepted electronically through Planet Bids.

**Proposal Due Date & Time: Friday, November 7, 2025, at 5:00 pm**

All firms applying are required to certify non-discrimination in employment practices and identify any potential or perceived conflict of interest. All interested firms and individuals responding to this RFQ are required to comply with all applicable provisions of federal, state, and local law.

## BACKGROUND

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The City of Greenfield is soliciting On Call Professional services to support the City's planning efforts and projects. The selected firms will help the City of Greenfield support infrastructure, oversee general projects, and professional services to augment staff's efforts. The services will be on an as-needed basis.

The City's Public Works Departments mission is to provide and maintain safe streets, parks, quality water, and sewer system. The city encourages firms or individuals to apply who are experienced in providing varying levels of professional services. Projects may include, but are not limited to:

Greenfield's water distribution system currently relies on 2 above ground storage tanks with respective boosters routed from 3 active wells. Historically, Greenfield was known as Clark Colony, as an epicenter for water irrigation, bringing in agricultural business booms, most notably the surrounding wineries. Most of these irrigation pipes are still found in the city. Currently, the need for water is limited to the tank's capacity. The City's system is made up of the Oak Tank, which holds one million gallons, and the Corp Yard Tank, which holds one and half million gallons. Each tank has its respective booster pump. The oak is connected to two wells just outside of City Limits and the Corp Yard Tank is connected to its own well also within the Corp Yard.

To keep systems operating, the city relies on 9 generators to power and supply said systems in the case of emergencies. They are in various locations but most notably connected to lift stations.

Greenfield residents are actively engaged in town, with good turnouts for all community events. Greenfield residents make walkable cities proactive, as the community encourages walkability for daily errands and activities. For the City, it is important to improve the streets aimed at encouraging safe pedestrian travel. El Camino Real is Greenfield's most notable pedestrian epicenter; with local business, community engagement postings, resource centers, and City Hall itself.

More residential zones and population growth are expected but Greenfield also aims to grow its industrial and commercial sectors. Traditional housing continues to grow, and space is available for potential that the city aspires to upkeep the needs and services for.

Due to many increases in development throughout the years, the wastewater treatment plant is at capacity. Greenfield roughly has 140,000 miles of sanitary sewer and 6 active lift stations. The wastewater treatment plant includes 3 clarifiers, a sludge digester, and 10 rapid infiltration basins. The city is awaiting approval for Moratorium. It plans to take advantage of time to make needed improvements.

## PROJECT OVERVIEW

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The City of Greenfield has identified to utilize on-call Consultants for various Capital Improvement Projects (CIPs). However, for other unique or grant-funded projects, the selected consultants will be asked to submit proposals or statements of qualifications for the individual projects or request an interview to determine which consultant will be asked to perform work in respective expertise. The RFQ may be used for local or state funds. The City may require immediate services, and it is also possible that more than one project could require services at the same time.

The On-Call consultant agreement is for a three-year period with an annual option to renew for up to two years. **The City will negotiate with consultant on the total cost for the Consultant services based on its fixed hourly fee schedule, the scope of work for each project, and the terms of the contract.**

Multiple consultants will be selected to be in contract. Consultants will enter into a master agreement which will specify the billing rates, personnel to be assigned. A sample contract is attached. Ranking and selection will be based on qualifications set forth in the Statement of Qualifications. The City holds the right to reject any and all proposals.

Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the work required under this agreement that are in effect at the time of performance of this agreement

**Scope of Work:** The City is soliciting the help of firms or individuals to provide professional services at an as-needed basis. Services shall include, but are not limited to development of studies, plans, specifications, itemized

cost estimates, engineering support during construction, general consulting in area of expertise, environmental CEQA/NEPA support services, traffic and transportation engineering, NPDES support, design services, support during emergency events, project management and other integrated services.

An overview is provided below with general tasks and topics. Firms are encouraged to provide experience and offer all applicable services they are qualified for. Firms are not limited to these tasks and must note any deviations or limitations.

## **OVERVIEW OF ANTICIPATED DISCIPLINES**

### **Engineering Services:**

- Facilities Master Plan Support
- Parks Master Plan and Project Development
- Civil Design
- Bid Specifications
- Maintenance Assessment District Engineering Services
- Review and Write Technical Reports
- Review and supervise the maintenance of records and plans for:
  - o Streets
  - o Storm Drains
  - o Sanitary Sewers
  - o Wastewater Treatment Plant
  - o Public Easements
  - o Publicly Owned Facilities
- Attend meetings of City Council, Planning Commission, as deemed necessary

### **Construction Management and Inspection Services**

- Construction Administration
- Capital Improvement Inspection Services
- Project Management Services

### **Environmental Services**

- CEQA
- Impact Analysis

### **Landscape Architect**

- Park Design
- Sports Field Design
- LLMD Evaluation

### **Geotechnical Services**

- Testing

### **Surveyor Services**

- Development Map Review
- Boundary determination of utility, properties, and rights-of-way

### **Utility Distribution Collection and Treatment Systems**

- Utility Master Planning
  - o Water Distribution
  - o Wastewater Treatment and Collection
  - o Stormwater
- Improve systems
  - o Capacity Improvements
  - o Rehabilitate existing conditions
- Plan for maintenance and management services
  - o Treatment
  - o Storage
  - o Distribution Systems
- Fats, Oils, Greases Program Improvements
- Implementation of Storm Water Prevention Plans
- Implementation of Storm Water Runoff Management Plans
- Storm Water Permit Compliance
- Low Impact Development Review

### **Transportation**

- Safe Routes to School Planning
- Implement or Improve Transportation Design
- Signage and Striping Design
- Pedestrian Improvement Design
- Traffic Calming
- Pavement Rehabilitation Improvements

### **Supplementary Services**

- SCADA/Telemetry
- Electrical Assessment and Design

## **PROPOSAL SUBMITTAL**

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The proposal shall be completed and submitted before the deadline. The City holds the right to reject or accept any or all proposals. Proposals may be withdrawn by a signed written request submitted to the city at any time prior to 5:00 pm on the due date of the proposal.

### **Late submittals will be rejected.**

Proposals shall be prepared in accordance with the format specified in this section followed by signed recognition of all addendums. Proposals that do not follow this format will be subject to rejection by the city.

### **□ EXECUTIVE SUMMARY**

This is an overview of the applicant, highlighting key strengths and team members. It should briefly discuss the firm's potential and the expertise necessary to fulfill roles. Make any deviations or modifications from the RFQ known. Include any unique project experience and quality assurance to completing services.

This should be addressed to Ann Rathburn, City Clerk

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## □ PROPOSED PROJECT TEAM

Present key team members with names, titles, and contact information. Describe their current roles and their responsibilities in relation to these services.

Provide any credentials and licenses needed for proposed services.

The project manager will be expected to be the City's point of contact and take responsibility of services applicable.

Provide an organization chart with key contact members.

## □ QUALIFICATIONS AND EXPERIENCE

This is the chance to provide further demonstrated expertise and qualifications of your firm.

Include resumes and credentials in related projects.

Provide historically strong relations with consultant/subconsultant collaborations, if applicable.

Relevant experience or company history working for similar jurisdictions and previous work experience with federal projects stands out in proposal evaluations, including any applicable work experience. Spotlight projects with multiple jurisdiction involvement: Caltrans, State Water Board, Environmental Agencies, etc.

If applicable, emphasize previous work experience with on call-services or similar complexities.

Provide firm's process in assuring completing projects on time and within budget to further understand project processing within the firm.

All proposals should have a minimum of five (5) different references for consultants.

## □ SCOPE OF WORK

An overview of disciplines and general topics is provided under the Project Overview heading of this RFQ. Firms should clarify their discipline(s) to propose for but are not limited to the general topics under each.

Firms and Individuals submitting statements have the discretion of defining their services under the qualified discipline they prefer to propose services for.

Provide clarifications or deviations from services and/or contract known.

## **SELECTION CRITERIA**

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The City of Greenfield will be evaluating each firm on their statements of qualifications (SOQ) that meet standards and specifications that align with our mission statement.

The City will be evaluating each SOQ based on demonstrated knowledge, ability to form a proficient team with adequate discipline(s), proven passion to accomplish, quality assurance and quality control, qualification of team members, reference feedback, and organization of proposal. Presented below is the weighted rubric every proposal will be evaluated on:

Table 2: Proposal Rubric

<b>PROPOSAL RANKING CRITERIA</b>	
<b>Familiarity with State and Federal Procedures</b>	20
<b>Demonstrated Expertise/ Capability</b>	30
<b>References</b>	20
<b>Proficiency of Team</b>	25
<b>Local Preference</b>	5

**The City holds the right to reject or accept any or all proposals.**

Per this RFQ, services are for as-needed services. Carrying through the selection for this RFQ does not guarantee services for individual awardees.

The City reserves the right to request additional information from all prospective firms or individuals as deemed necessary to evaluate proposals.

The selection committee will rank the top firms and individuals based on the proposals and interviews, if needed.

Award of the selected Consultant’s contract will be subject to the City Council’s approval.

**CONTRACT**

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The Consultant shall adhere to the City of Greenfield Agreement for Professional Services (attached below). Any revisions requested by the consultant will be subject to review and approval by the City during the contract negotiation process.

All firms or individuals applying shall comply with the California Department of Industrial Relations. Prevailing wages Contracts for city-funded public works projects shall require payment of prevailing wages in accordance with the requirements of the California Labor Code.

All consultants must comprise certified payroll records to the City and the Labor commissioner on a weekly basis and in the format prescribed by the City and DIR, **which may include electronic submission.**

All city contracts for public works projects subject to formal bidding requirements shall contain provisions for a good-faith effort to hire qualified individuals who are residents of the Monterey Bay area.

**Timeline:**

<b>10/8/25</b>	Request for Qualifications opens
<b>10/31/25</b>	Deadline for questions or requests of clarification
<b>11/7/25</b>	Proposal due/ last day to withdraw proposal
<b>11/7/25-11/19/25</b>	City Review
<b>12/09/25</b>	Anticipated Award of Professional Services Agreements

**REFERENCE INFORMATION**

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Consultants are encouraged to review current available city information electronically; such documents will be made available by download at the City’s website, [Greenfield, CA | Official Website](#).

**Attachments:**

- 1. Sample Contract (Reference Only)

Inquiries shall be submitted through Planet Bids.

# **ATTACHMENT A: SAMPLE CONTRACT**

## **CITY OF GREENFIELD**

### **AGREEMENT WITH FOR SERVICES**

**THIS AGREEMENT**, is made and effective as of \_\_\_\_\_, 2\_\_\_\_\_, between the **City of Greenfield** a general law City and Municipal Corporation of the State of California ("City") and \_\_\_\_\_ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on \_\_\_\_\_, 2\_\_\_\_\_, and shall remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_, 2\_\_\_\_\_, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant represents to the City that it has the qualifications necessary to perform the tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A or Exhibit B** which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council or, if pursuant to its authority, the City Manager, or his or her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager or the City's representative and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$25,000, whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all

nondisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice of termination. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

**6. DEFAULT OF CONSULTANT.**

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. OWNERSHIP OF DOCUMENTS.**

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after

receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Consultant.

**8. INDEMNIFICATION.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City.

**9. 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, its agents, representatives, or employees.

Consultant agrees to provide insurance in accordance with the requirements set forth in **Exhibit C**. If consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

**10. INDEPENDENT CONTRACTOR.**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**11. LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

**12. RELEASE OF INFORMATION.**

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**13. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City:                      City of Greenfield 599 El  
   Camino Real  
   Greenfield, California 93927  
   Attention: - - - -

To Consultant

**14. ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only \_\_\_ shall perform the services described in this Agreement. \_\_\_\_\_ may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of \_\_\_\_\_ from Consultant's employ. Should he or she leave Consultant's employ, the city shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

**15. LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**16. GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

**17. LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Greenfield. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**18. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**19. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first above written.

**CONSULTANT**

**CITY OF GREENFIELD**

\_\_\_\_\_  
By Date  
:  
Title  
:

\_\_\_\_\_  
Paul Wood Date  
City Manager

Attest:

\_\_\_\_\_  
By: Date  
Title:

\_\_\_\_\_  
Ann Rathbun Date  
City Clerk

[Two signatures of corporate officers  
required]

Approved As to Form:

\_\_\_\_\_  
Jennifer Thompson Date  
City Attorney

**EXHIBIT A**  
**TASKS TO BE PERFORMED**

**EXHIBIT B**  
**PAYMENT SCHEDULE**

## EXHIBIT C

### INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

**Commercial General Liability/Umbrella.** Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than **\$1,000,000.00** per occurrence for all coverages and **\$1,000,000.00** general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10, or equivalent form, as determined by Risk Management staff (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

**Business Auto/Umbrella Liability Insurance.** Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Workers' Compensation/Employer's Liability** shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than **\$1,000,000** per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the City, its employees or agents.

**Professional Liability Insurance.** Coverage shall be written on a policy form that provides professional liability insurance, errors and omissions or equivalent coverage appropriate to the Consultant's occupation or service. The policy limit shall be no less than **\$1,000,000.00** per claim and in the aggregate.

#### **Consultant and City further agree as follows:**

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.
9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies (if any) using ISO form CG 20 10 or equivalent form, as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.
10. Consultant shall provide proof that policies of insurance required herein expiring during the term

of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City Manager. The City may require evidence of financial security if deductibles or self-insured are part of the Consultant's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Consultant agrees to require all subconsultants or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subconsultants or others with whom Consultant contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.