



**REQUEST FOR PROPOSAL NO. 202122-02**

**CITY OF MADERA  
Grants Department**

**On-call Community Development Block Grant (CDBG)  
Program Management Consulting Services**

**Date Released: July 7, 2021**

**Proposals are due Tuesday, August 3, 2021 prior to 4:00 P.M.**

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**REQUEST FOR PROPOSAL**  
**FOR**  
**On-call CDBG Program Management Consulting Services**

The City of Madera (City) is seeking Proposals from qualified firms for On-call Community Development Block Grant (CDBG) Program Management Consulting Services on an “on-call or as-needed” basis as assigned by the City. The objective is to identify a qualified firm that can assist the City to develop and support the management infrastructure to effectively operate the program for the upcoming year, assist with the program’s day to day programmatic demands and address any and all requirements as indicated by the U.S. Department of Housing and Urban Development (HUD), related to the CDBG Program. The term is expected to be for one year with an option to extend for a second year, should funding be available. The City reserves the right to award one or more contracts for this service.

The awarded Firm shall be in accordance with the “Sample” Consultant Services Agreement, Attachment C, terms and conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the “Sample” Consultant Services Agreement and any solicitation appendices, exhibits, and attachments.

**I. GENERAL INFORMATION**

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP). The City’s Purchasing-Central Supply Division contact set out in RFP, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by the City’s Purchasing-Central Supply Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on City’s website at [www.cityofmadera.gov/departments/purchasing/](http://www.cityofmadera.gov/departments/purchasing/) Bids and Announcements. Any interpretation of, or correction to this solicitation will be made only by addendum issued by the City’s Purchasing Central Supply Division. It is the responsibility of each Proposer to periodically check the City’s website to ensure that is has received and reviewed any, and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

Schedule of Events: This Request for Proposal shall be governed by the following schedule:

|  |  |
|--|--|
| RFP Release                            | July 7, 2021                             |
| Deadline for Written Questions         | July 23, 2021 at 4:00 pm                 |
| Response to Questions on Website       | July 30, 2021                            |
| Proposals Due Date and Time            | August 3, 2021, prior to 4:00 P.M. (PST) |
| Interviews (if necessary)              | Aug 10 - 12, 2021                        |
| Council Review                         | Sep 1, 2021                              |
| Contract Execution / Notice to Proceed | Sep 2, 2021                              |

\*\*All dates are subject to change at the discretion of the City.

**1. Inquiries**

Any questions related to this RFP shall be submitted in writing to the attention of Jennifer Stickman, Procurement Services Manager via email at [jstickman@madera.gov](mailto:jstickman@madera.gov) before 4:00 PM on Friday, July 23, 2021.

No oral question or inquiry about this RFP shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications should be submitted in writing per the process described in this document.

**2. Submittals**

***Due to Covid-19 safety precautions and to ensure the delivery of your Proposal, it is required that you email your Proposal to Jennifer Stickman, Procurement Services Manager at [jstickman@madera.gov](mailto:jstickman@madera.gov) by 4:00 PM on Tuesday, August 3, 2021.*** Proposals shall be sent with the subject line: **“RFP No. 202122-02 On-call CDBG Program Management Consulting Services”** by the time and date specified above. No Hardcopies of the RFP are required or desired for this RFP.

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

**Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Attachments A and B** included in this RFP, which should be included with Proposals:

1. Attachment A - Vendor Application Form
2. Attachment B - Fee Schedule

## II. GENERAL INSTRUCTIONS AND PROVISIONS

- A. Any Proposal may be withdrawn at any time prior to the date/hour set for the submittal, provided that a request in writing executed by the Proposer, or his/her duly authorized representative, for the withdrawal of such Proposal is filed with Purchasing-Central Supply. The withdrawal of a Proposal shall not prejudice the right of a Proposer to file a new Proposal prior to the date/hour set for submittal.
- B. Unsigned Proposals or Proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.
- C. Attention of Proposers is especially directed to the requirements which, in addition to the Proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful Proposer.
- D. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.
- E. The City reserves the right to reject or accept any or all Proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- F. The City reserves the right to seek supplementary information from any Proposer at any time after official Proposal opening and before the award.
- G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing-Central Supply Division prior to submitting a Proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at [www.madera.gov/purchasing](http://www.madera.gov/purchasing) under Bid Announcement and Results.
- H. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its

entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

- I. Proposals will be evaluated by the City. If a Proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- J. Prior to beginning any work or delivering any equipment or material to be furnished under this Proposal, the Proposer shall secure the appropriate Business License from the City. Business license information may be obtained by calling (559) 661-5408. Should the Proposer already have their license, please indicate the license number and expiration date on Attachment A, Vendor Information Form.
- K. Any Federal or State of California License/Certification required to provide the services will be required. A Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in the RFP in Section VI will also be required.
- L. An award will be made as soon as reasonably practical after the opening of Proposals.
- M. The successful Proposer shall enter into a formal agreement with City which will be very similar in content to the Attachment C "Sample" Consultant Services Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP as well as general contract requirements of the City.
- N. An award under this RFP will not be based solely on the price. If an award is made, it will go to the Proposer(s) with the best overall Proposal who provides the Best Value to the City and its residents. The successful Proposal will be competitively priced and provide for adequate service to meet the City's needs.
- O. The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City Council.
- P. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

### **III. SCOPE OF SERVICES**

#### **BACKGROUND**

The City is a HUD CDBG entitlement community. Each year, the City is eligible to receive an allocation of funding. To do so, it must comply with all federal regulations governing the use of the funds. Title 24 Code of Federal Regulations (CFR) Part 570 – Community Development Block Grants provides guidance for management and use of the CDBG funds. The City is seeking a consultant, with knowledge and experience in the use of CDBG funds, to assist the Grants Department with management of the CDBG Program on an on-call basis for a one-year term. If funding is available for a second year, the City will consider extending the agreement into a second year.

#### **PROJECT OBJECTIVES**

General CDBG program consultation and program management support including, but not limited to, the following:

- A. Review and respond to HUD-related correspondence.
- B. Review and prepare other HUD reports (e.g., prevailing wage, minority contractor and Section 3 reports).
- C. Review, report and advise proposed legislation and/or regulations that impact the City's use of CDBG funds.
- D. Respond to public inquiries regarding housing and CDBG-related activities.
- E. Undertake annual on-site monitoring of nonprofits that receive CDBG funds to ensure program compliance.
- F. Provide initial review of CDBG invoices.
- G. Coordinate with City staff to ensure timely use/reimbursement of CDBG funds including reconciling financial records.
- H. Other tasks related to general CDBG program administration.
- I. Assist City with Interface with IDIS system to complete all necessary funding.
- J. Activities reporting requirements and set up voucher drawdowns for the City's Program Manager.
- K. Update CDBG Notice of Funding Availability application, with updated attachments
- L. L. Coordinate Action Plan development and produce planning document for HUD submittal.
- M. Provide technical assistance to subrecipients to ensure that they are complying with HUD's requirements for subrecipients.
- N. Resolve any open HUD issued findings to ensure that findings are closed.
- O. Update policies and procedures as deemed necessary by HUD.
- P. Preparation of the City's annual application for CDBG funds (the Annual Action Plan).

Tasks include, but may not be limited to:

- Prepare annual application for CDBG funds to be used by non-profits and city departments.
- Prepare required narratives and tables for annual development of the Action Plan.
- Input proposed project/program data in HUD's systems and tools.
- Other tasks related to the preparation, submission, and approval of the Action Plan.

Q. Preparation of items for the City's annual performance report (the Comprehensive Annual Performance and Evaluation Report (CAPER)).

Tasks include, but may not be limited to:

- Update HUD's Integrated Disbursement and Information System (IDIS) with all relevant quarterly data from funded entities and any available year-end data.
- Prepare IDIS reports for public review and submission to HUD.
- Prepare CAPER pursuant to HUD's direction.
- Other tasks related to the preparation, submission, and approval of the CAPER.

R. Updates to the City's 2020-2024 Five-Year Consolidated Plan,

Tasks including but not limited to:

- Assessment of the City's housing and community development needs in consultation with staff.
- Preparation of a Needs assessment that profiles the City's population, housing, and employment.
- Preparation of a housing and community development strategy for the 2021-2025 Consolidated Plan to include HUD-required Consolidated Plan Needs and priority Tables created in the context of HUD's eCon Planning Suite.
- Community workshop/outreach meeting (maximum of 3) to discuss housing and community development needs.
- Conduct community survey for public input.
- Attend up to two City Council meetings at which the Council will consider approval of the draft Five-Year Consolidated Plan.
- Suggested Additional Tasks not included in Current Scope of Work: Include and define a list of any significant tasks not included in the current scope of work but recommended for inclusion in the Agreement and subordinate of the broader tasks of (a) Annual Administration of CDBG; and (b) Preparation of the Five Year consolidated Plan.



S. Other services as needed.

#### **IV. INSURANCE REQUIREMENTS FOR CONSULTANTS**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

##### *Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

##### *Maintenance of Coverage*

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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### *Proof of Insurance*

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### *Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

#### *Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### *Enforcement of Contract Provisions (non estoppel)*

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

#### *Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section 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 as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

#### *Notice of Cancellation*

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with

thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

*Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

*Timely Notice of Claims*

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

## V. PROPOSAL EVALUATION

### Evaluation Process

All Proposals will be evaluated by a City Selection Committee (Committee). The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the Proposers. The evaluation of the Proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City Purchasing-Central Supply Division only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each Proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any Proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City requirements as set forth in this RFP.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each Proposal. A Proposal with a high weighted total will be deemed of higher quality than a Proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

| Rating Scale |                |   |
|--------------|----------------|---|
| 0            | Not Acceptable | Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of Proposal.     |
| 1            | Poor           | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP. |

|   |                       |  |
|---|-----------------------|--|
| 2 | Fair                  | Has a reasonable probability of success, however, some objectives may not have been met.   |
| 3 | Average               | Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of Proposal by Evaluation Committee members. |
| 4 | Above Average/Good    | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.  |
| 5 | Excellent/Exceptional | Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.              |

The Evaluation Criteria Summary and their respective weights are as follows:

| No.              | Written Evaluation Criteria                 | Weight     |
|------------------|---|------------|
| 1                | Completeness of Response                    | Pass/Fail  |
| 2                | Qualifications & Experience of Firm         | 25         |
| 3                | Qualification & Experience of Key Personnel | 25         |
| 4                | Method and Approach/Project Mgmt/Schedule   | 40         |
| 5                | Fee Schedule                                | 10         |
| <b>Subtotal:</b> |   | <b>100</b> |

**1. Completeness of Response (Pass/Fail)**

- A. Responses to this RFP must be complete. Responses that do not include the Proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

**2. Qualifications & Experience of Firm (25 points)**

- A. Describe the qualifications and experience of the organization or entity performing services/projects within the past ten years that are similar in size and scope to demonstrate competence to perform these services.

**3. Qualifications & Experience of Key Personnel (25 points)**

- A. It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

**4. Method & Approach/Project Management/Schedule (40 points)**

- A. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- B. Roles and Organization of Proposed Team
- C. Project and Management Approach
- D. Roles of Key Individuals on the Team
- E. Working Relationship with the City
- F. Schedule

**5. Fee Schedule (10 Points)**

- A. Provide a fee schedule/pricing information for the project as referenced in the attached in Attachment B, Fee Schedule. Proposals shall be valid for a minimum of 180 days following submission.

**VI. PROPOSAL REQUIREMENTS**

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their Proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

**1. Introductory Letter**

The introductory (or transmittal) letter shall be addressed to:

Jennifer Stickman, Procurement Services Manager  
City of Madera

Finance Department, Purchasing-Central Supply Division  
205 W. 4th Street  
Madera, CA 93637

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet signed in blue ink by the individual authorized to bind the Consultant to the Proposal.

**2. Background and Project Summary Section:**

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

**3. Qualifications & Experience of the Firm:**

Describe the qualifications and experience of the organization or entity performing services/projects within the past ten years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- A. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
- B. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
- C. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
- D. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List

business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

- E. How many years have you been in business under your present business name?
- F. Provide a list of current and previous contracts similar to the requirements for the City, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, date of contract, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
- G. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

**4. Key Personnel:**

It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

- A. Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
- B. Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

**5. Method of Approach:**

Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

- A. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- B. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.



- C. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- D. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- E. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

**6. Fee Schedule:**

Provide a clear and comprehensive fee schedule, including a detailed statement of hourly rates for all positions and classifications of individuals involved. Use the table in Attachment B, Fee Schedule to indicate which individual(s) would typically be assigned to each sample task/assignment. Proposals shall be valid for a minimum of 180 days following submission.

**ATTACHMENT A**

**VENDOR INFORMATION FORM  
FOR**

**RFP No. 202122-02 for CDBG Consultation and Program Management Support**

TYPE OF APPLICANT:             NEW             CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

- NON-PROFIT CORPORATION       FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION                       LIMITED LIABILITY PARTNERSHIP  
 INDIVIDUAL                          SOLE PROPRIETORSHIP  
 PARTNERSHIP                         UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Federal Tax Identification Number: \_\_\_\_\_

City of Madera Business License Number: \_\_\_\_\_

(If none, you must obtain a City of Madera Business License upon award of contract.)

City of Madera Business License Expiration Date: \_\_\_\_\_

## ATTACHMENT B

### FEE SCHEDULE

Please provide a clear and comprehensive fee schedule, including a detailed statement of hourly rates for all positions and classifications of individuals involved. Use the table below to indicate which individual(s) would typically be assigned to each sample task/assignment.

| Task | Description   | Staff | Hourly Rate |
|------|---|-------|-------------|
| 1    | Program Consultation & Program Management Support   |       |             |
| 2    | Review and respond to HUD-related correspondence  |       |             |
| 3    | Review, report and advise proposed legislation and/or regulations that impact the City's use of CDBG funds          |       |             |
| 4    | Respond to public inquiries regarding housing and CDBG-related activities   |       |             |
| 5    | Undertake annual on-site monitoring of subrecipients that receive CDBG funds to ensure program compliance           |       |             |
| 6    | Provide initial review of CDBG invoices   |       |             |
| 7    | Coordinate with City staff to ensure timely use/reimbursement of CDBG funds including reconciling financial records |       |             |
| 8    | Other tasks related to general CDBG program administration  |       |             |
| 9    | Assist City with Interface with IDIS system to complete all necessary funding                                       |       |             |
| 10   | Activities reporting requirements and set up voucher drawdowns for the City's Program Manager                       |       |             |
| 11   | Update CDBG Notice of Funding Availability application, with updated attachments                                    |       |             |
| 12   | Coordinate Action Plan development and produce planning document for HUD submittal                                  |       |             |

|    |  |  |  |
|----|--|--|--|
| 13 | Provide technical assistance to subrecipients to ensure that they are complying with HUD's requirements for subrecipients          |  |  |
| 14 | Resolve any open HUD issued findings to ensure that findings are closed  |  |  |
| 15 | Update policies and procedures as deemed necessary by HUD  |  |  |
| 16 | Assist City prepare for a HUD monitoring visit   |  |  |
| 17 | Preparation of items for the City's annual performance report (the Comprehensive Annual Performance and Evaluation Report (CAPER)) |  |  |
| 18 | Updates to the City's 2020-2024 Five-Year Consolidated Plan  |  |  |

## **ATTACHMENT C**

### **Sample Consultant Services Agreement**

## **SAMPLE CONSULTANT SERVICES AGREEMENT**

### **CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND**

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This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and NAME ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

#### **RECITALS**

A. City has sought, by a Request for Proposals, to select a consultant to provide On-call Community Development Block Grant (CDBG) Program Management Consulting Services.

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

#### **AGREEMENT**

1. **Scope of Services.** Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. [*or detail the services in this section rather than in exhibit*]. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein.

2. **Commencement of Services; Term of Agreement.** Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party in accordance with this Agreement, whichever is earlier. [*Or "The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_."*]

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. *[And if applicable add: "Both parties agree that Consultant's total compensation under this Agreement shall not exceed \$\_\_\_\_\_ .]*

(b) Each month Consultant shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.

(c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Payment to Consultant for work performed under this Agreement shall not be deemed to waive any defects in work performed by Consultant.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its



agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and a copy of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs (“Work Product”), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City’s request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City’s request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City’s name or insignia, photographs relating to the City projects for which Consultant’s services are rendered, or any publicity pertaining to the Consultant’s services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other

writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

19. Compliance with All Laws. Consultant shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

***[following text added for federal funded agreements: Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant Funds, Consultant certifies and agrees that Consultant will be in:***

- *Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees.)*
- *Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub grants or construction or repair).*
- *Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of*

*\$2000 awarded by grantees and sub grantees required by Federal grant program legislation.)*

- *Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)*
- *(e) Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.*
- *Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.*
- *Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.*
- *Compliance with access requirements imposed by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.*
- *Compliance with applicable requirements for the retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.*
- *Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations \$100,000.)*
- *Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 97-163, 89 Stat. 871.) [53 FR 8068.8067. Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]]*

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to

any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

21. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: (ADD NAME)  
City of Madera  
205 W. Fourth  
Madera, CA 93637  
Email:

To Consultant: NAME  
ADDRESS  
Email:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

22. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the City and Consultant have executed this Agreement on the date(s) set forth below.

**CONSULTANT NAME**

**CITY OF MADERA**

By: \_\_\_\_\_  
(ADD NAME & POSITION)

By: \_\_\_\_\_  
Santos Garcia, Mayor

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

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

SAMPLE



**EXHIBIT A**

**SCOPE OF SERVICES**

SAMPLE

**EXHIBIT B**  
**SCHEDULE OF COMPENSATION**

SAMPLE

## EXHIBIT C INSURANCE

### A. Insurance Requirements

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

#### *Maintenance of Coverage*

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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### *Proof of Insurance*

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of

subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

*Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

*Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

*Enforcement of Contract Provisions (non estoppel)*

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

*Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section 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 as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

*Notice of Cancellation*

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

*Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

*Timely Notice of Claims*

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.