

City of Sebastopol

REQUEST FOR STATEMENT OF QUALIFICATIONS / REQUEST FOR PROPOSALS
FOR ON-CALL INSPECTION SERVICES FOR FEDERAL-AID CAPITAL PROJECTS

PRE-QUALIFIED CONSULTANTS LIST

Proposals Due Date: May 22, 2023



Approved for Release:

Larry McLaughlin, City Manager

Date 5-2-2023

ENGINEERING DIVISION
714 JOHNSON STREET
SEBASTOPOL, CA 95472
Phone: 707-823-2151

I) BACKGROUND

The City of Sebastopol is soliciting proposals from qualified local engineering firms included in the City's Pre-Qualified Consultants (PQC) List for inspection of federal-aid capital improvement projects for the City. The PQC List was first formed in 2010 and is a list of pre-qualified consulting firms available to perform a variety of consulting services for City capital improvement projects. The City seeks consultants with demonstrated expertise and experience performing construction management and inspection of capital improvement projects funded with federal-aid transportation funds under the administrative oversight of Caltrans District 4 Office of Local Assistance.

This RFP is for construction management and inspection services for up to two (2) capital improvement projects as described in Paragraph II below. The City may select one consultant for each project, or one consultant for the two projects.

II) DESCRIPTION OF PROJECTS (2)

Plans and Specifications are available via City website link: bit.ly/SebEng23

A) Parquet Street Water and Sewer Replacement and Slurry Seal (CIP Project #0615-21.01)

- Construction contract awarded to Piazza Construction for \$734,000.00.
- Work generally consists of verifying existing utility locations, installing new water mains, abandonment and partial removal of existing asbestos cement water mains, replacing water services, water main connections, gate valves, new and relocate fire hydrants, removing existing sanitary sewer mains, installing new sanitary sewer mains, new and replaced sanitary sewer manholes, replacing sanitary sewer laterals and cleanouts, permanent trench restoration, slurry seal of Parquet Street and a portion of Calder Avenue.
- Work generally consists of installing new ADA-compliant pedestrian ramps on SR 116 at: SR 116 & Hurlbut Ave, SR 116 & Cleveland Ave, SR 116 & N. Main St and SR 116 & Wallace St. Install RRFB, signage & safety striping at Bodega Ave & Robinson Rd and Bodega Ave & Florence Ave.

B) Americorps Trail and Zimpher Creek Bridge Crossing (CIP Project #411-73.00)

- Construction bids scheduled to open on May 16, 2023
- Engineer's Estimate: \$300,000.00
- Work generally consists of clearing, grading and constructing ± 3,000-foot-long walking trail extending from Morris Street near the Sebastopol Community Center to Sebastopol Drive (State Route 12). Improvements include a 42 foot long (min.), 6-foot (clear) width, modular type pedestrian crossing of Zimpher Creek and a ± 154 foot long, 6 foot wide, puncheon trail.

C) Ives Park Path Improvements (CIP Project # 0416-95.00)

- Apparent Low Bid from Piazza Construction: \$92,000.00
- Work generally consists of removing existing paved pathway, constructing new hot mix asphalt path, re-grading disturbed park grounds, adjusting a utility

manhole, salvaging and re-installing existing park features and other associated work not listed herein

- Construction contract scheduled for Award on May 16, 2023

III) SCOPE OF WORK

The selected Consultant must provide and identify an experienced Construction Manager who has successfully delivered services on similar projects. At least 10 years of utility work is required. The Construction Manager will perform the following services:

Construction management

- Schedule and Conduct a pre-construction meeting to be held at City offices
- Deliver services and files in accordance with the City Standards and industry standard of care.
- Provide and identify the Labor Compliance Officer
- Conduct weekly/bi-weekly construction meetings with the contractor, City and other involved parties. Prepare and distribute meeting agendas and minutes
- Provide Contractor with a list of all required submittals and due dates
- Coordinate with City Staff, multiple contractors, agencies and project stakeholders
- Prepare weekly Status reports and Statements of Working Days in City format
- Coordinate design changes
- Participate in field meetings and document; issues, findings, direction, changes, etc. and develop solutions
- Participate in public outreach activities including providing a phone number and answering all calls from the public
- Respond in writing to all written complaints received from the public
- After receiving the Contractor's schedule prepare a Project Schedule including all items of work
- Monitor construction schedule including regular monthly updates to be submitted to the City's Project Manager
- Take pre-construction photos of the project site including adjacent properties
- Prepare Contract Change Orders (CCOs) in City format
- Maintain an accounting of construction costs, including approved CCOs
- Review Progress Payment Requests, make payment recommendations, and prepare Progress Payment Summaries in City format
- Review and coordinate approval of shop drawings with the Design Consultant
- Review and approve materials submittals
- Log, track and process all Requests for Information (RFIs), Requests for Changes (RFCs), Contract Change Orders (CCOs), field directives (FDs), Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed Traffic Control Plan(s)
- Add information to a field set of Record Drawings on a weekly basis and whenever changes occur
- Attempt to prevent claims from being filed and resolve conflicts during construction in order to keep additional costs down and to minimize City Staff involvement
- Monitor materials documentation and testing results, as well as enforce corrections

- Conduct labor compliance per City requirements and/or industry standard of care
- Review and approve Contractor’s safety program per contract requirements
- Review and respond to all requests for clarification or information
- Review and make recommendation to the City on all Contractor supplied Traffic Control Plans
- Process all project documentation per City requirements and standard format
- Maintain Project files
- Perform a final review of the work
- Compile a “punch list” for the Contractor and monitor the completion of the items listed
- Review and propose quantities and payments to the City Project Manager
- Other project contract and construction management responsibilities as required or assigned

Inspection/Construction Observation

The selected Consultant must provide experienced Construction Inspectors who have successfully provided services utility projects including underground sewer and water projects. At least 10 years of experience in construction inspection is required. The Construction Inspector will perform the following services:

- Coordinate with City Staff, Sebastopol Unified School District, Sebastopol Police Department, Sonoma County Transit, Sebastopol Fire Department, ambulance providers, and other project stakeholders
- Coordinate with PG&E, Comcast, AT&T, Sonic, SMART and other potential utilities
- Send notification of the pre-construction meeting to all affected companies
- Review scope of work with each affected utility company at the construction conference and review possible conflicts. Work with each utility to ensure that specific project needs are understood
- Observe, coordinate, and monitor utility relocations
- Public outreach
- Monitor construction activities
- Complete daily measurements of quantities of work with the Contractor and include them in the Daily Inspection Reports
- Provide Daily Inspection Reports to City Staff on a weekly basis
- Attend all pre-construction, utility coordination, field, and progress meetings
- Provide complete and documented measurements and calculations to administer progress payments, change orders, extra work, etc.
- Prepare in-progress punch lists at the completion of each phase of the project
- Ensure project construction in accordance with approved contract documents, utility standards, and City Standards
- Ensure compliance with the NPDES Program
- Inspect materials and equipment upon delivery for compliance with construction contract documentation
- Each working day, meet with the Contractor to review proposed work plans, including specific details that might affect progress. Inform City Project Manager of any work which may result in a noteworthy impact to the City
- Closely monitor compaction, material and other necessary testing results and

- require the Contractor to provide corrective measures to achieve compliance
- Maintain copies of all permits needed to construct the project and enforce special requirements of each
- Provide digital photos and a photo log of all construction activities

Materials Testing

The Consultant shall provide the following materials testing services for this project by qualified and experienced staff or sub-contractors:

- Materials testing shall conform to project specifications and to the City's QAP
- Review AC mix designs and provide assistance as requested with respect to qualifying equipment and process for asphalt concrete production for the Contractor prior to construction
- Review PCC mix designs and provide consultation with the City for approval of mix for the project
- Provide requested miscellaneous consultation during the project, including discussions with the Contractor to emphasize proper treatment of asphalt concrete materials
- Ensure the materials testing lab provides all compaction tests per plan, specification and regulations per City requirements

Project Closeout

- Coordinate a final walk-through with all affected stakeholders, prepare punch list, certify completion of the project, identify the date work was completed, and recommend acceptance
- Review and transfer his and the Contractor's Record Drawings to the Design Consultant who will prepare the Record Drawing
- Review and sign the Record Drawing as Consultant Construction Manager
- Within 30 days of completion of the contract provide the City a signed letter stating that the Consultant has provided construction management, inspection and materials testing and that, to the best of his knowledge, all work has been completed in accordance with the Contract Documents
- Finalize contract bid items, claims, Contract Change Orders, and punch list items
- Prepare all final reports including report of completion for acceptance of the project
- Finalize and provide complete electronic project files plus a paper copy to the City Project Engineer
- Address any unresolved issues including, but not limited to, Contract Change Orders, claims etc.

IV) PRE-QUALIFICATION

Your firm is invited to submit a Proposal because your firm is included in the Pre-Qualified Consultants List and is demonstrated to be qualified to perform Construction Management and Inspection services. Individual project contracts will be awarded by contract amendment

concurrent with the term of the master contract. Only those consultants with fully-executed Master Agreements will be eligible to submit a Proposal.

If your existing Master Agreement term has expired, please call the front desk assistant at the Public Works/Engineering office at (707) 823-5331, or email: engineering@cityofsebastopol.org by **May 9, 2023, 5:00 P.M.** to update your Master Agreement. Please add the words “Master Agreement Extension Request” on the subject line of your email request. If your Master Agreement has expired and you do not submit a request to extend your agreement, your firm will be removed from the Pre-Qualified Consultants List, and you will be deemed non-responsive to this RFP. You may also email your Master Agreement Extension Request and choose to decline this invitation to submit a Proposal but wish to remain on the City’s Pre-Qualification List for future opportunities. It is the responsibility of the consultant to confirm that the email request has been received by asking for confirmation that the email has been received. You may also call the front desk assistant at the number listed in the paragraph above to confirm that your extension request has been received.

The City will award contract amendments for projects based upon a scope of services, work schedule, and fee proposal submitted to the City on request and subject to approval by the City.

V) SCHEDULE

The Request for Proposals (RFP) was released effective on the date shown on the cover of this RFP. It is the City’s intent that this solicitation will be due on the date shown on the cover of this RFP.

Evaluation of proposals by the City will commence within thirty (30) days of receipt. The City reserves the right to conduct follow-up interviews with Proposer(s).

VI) CITY’S RESPONSIBILITIES

City will make available standard plans and details, standard contract documents, and general contract provisions for public works contracts for the consultant’s use, upon selection. City will also furnish PDF copies of existing City plans, base maps, and other background materials for consultant’s use as needed. If only hard-copy versions of the documents are available, a print copy will be provided, at Consultant’s costs.

VII) GUIDELINES FOR PROPOSALS

- A)** Proposals should not exceed 15 pages in length, excluding appendices.
- B)** Proposals must be signed by the individual who is authorized to execute the Master Agreement, should your firm be selected for the Pre-Qualified Consultants List.
- C)** Proposals shall include documentation demonstrating that the firm has contracted directly with public agencies located in Northern California within the last five (5) years and successfully completed a minimum of four (4) projects where consultant performed construction management and inspection services. Construction management and inspection services experiences for federal aid projects administered by Caltrans District 4 is highly desirable.
- D)** Documentation for each referenced project included in your proposal shall include

information in the format shown below:

- 1) Client Name
 - 2) Project Name and Description, including if construction project was funded with federal aid grant funds
 - 3) Project Start and End Dates
 - 4) Client Project Manager Name, Phone Number, and email address
 - 5) Key Consultant team members including assigned construction manager, Lead inspector, and other staff/backup inspectors
- E) Proposals shall include a summary section describing your understanding of the proposed project assignment identified in this RFP.
- F) Proposals shall include your firm’s general billing information as follows:
- 1) Schedule of hourly rates, including any special rates offered to public agencies.
 - 2) Travel-time charge-out policy (please see item #5 below).
 - 3) Vehicle or equipment charge-out policy.
 - 4) Percentage markup for reimbursable expenses.
 - 5) Lodging expenses, meals, air fare, and other travel expenses (excluding vehicle mileage reimbursement) to and from Consultant’s Office to the job site are not allowed.

VIII) PROCESS FOR SUBMITTING PROPOSALS

- A) Proposals should focus on information requested above; brochures and promotional materials should not be submitted with your proposal.
- B) Submit three (3) paper copies of proposal, one of which is unbound, plus a USB “thumb drive” containing a PDF version of the complete proposal, all in a sealed envelope addressed to:

Attn: Reyna Ramirez
Sebastopol Public Works Office
714 Johnson St.
Sebastopol, CA 95472
RE: RFP for Federal Aid Capital Improvements Projects

Proposals shall be submitted in person or by mail or delivery service by the due date stated in the front cover of this RFP. Faxed or emailed proposals will not be accepted. Office hours for receipt of Proposals are:

Monday – Thursday, 7:30 a.m. – 5:00 p.m.
Offices are closed on state and federal holidays

A Cost Proposal/Fee Estimate will be negotiated with the selected consultant.

IX) QUESTIONS

Questions regarding this RFP or its requirements, may be submitted in writing only, and preferably by email, to: engineering@cityofsebastopol.org. Due to staffing constraints, the City

will attempt to respond within three (3) business days of receipt. Questions will not be accepted within five (5) business days from the Proposal Due Date shown on the cover of this RFP. For example, if proposals are due May 22, 2023, the last day to submit questions via email is May 11, 2023. Your email question should include in the Subject Line: “Questions re. RFP for On Call Inspection of Non-Federal Aid Capital Projects.”

Responses to individual’s questions will be via email. Questions and answers will be compiled and posted from time to time on the Engineering Division’s *Contractors and Consultants* web page at available via City website link: bit.ly/SebEng23

Prior to submitting proposals, consultants should not contact any other City personnel, elected or appointed officials. The City reserves the right to reject any proposal for violation of this provision.

X) EVALUATION CRITERIA

The City’s consultant evaluation and selection process is based upon “Qualifications Based Selection” (QBS) for professional services. The following criteria will be used in evaluating the proposals:

- A)** Responsiveness to solicitation and understanding of project.
- B)** Proposal documentation of demonstrated relevant experience, particularly with construction projects receiving federal-aid transportation grants.
- C)** General qualifications and experience of the firm, construction manager, Lead Inspector, and other key individuals assigned to projects.
- D)** Clarity of proposal.
- E)** Information obtained from reference checks.

The City may also contact responding firms to clarify information in proposals or to seek and review additional information deemed pertinent to the evaluation process. The evaluation committee shall determine the final Pre-Qualified Consultants “Short-List” in consideration of the best interests of the City. The evaluation committee consists of up to 3 City staff from one or more of the following departments: Public Works, Community Development, City Administration, Building. The final recommendation to Council will be made by the City Manager.

After written proposals have been reviewed, online or in-person interviews with prospective firms may be conducted by the City. If scheduled, oral interviews will be in an informal question/answer format for the purpose of clarifying the proposal. The individuals who represent your firm in any scheduled interview must include the person who would be directly responsible for carrying out the contract.

A Notification of Intent to Award will be sent to the consultant(s) selected. Award is contingent upon the successful negotiation of final contract terms contained in the Master Agreement and subject to approval by the City.

Negotiations shall be confidential and not subject to disclosure to competing consulting firms unless an agreement is reached.

XI) STANDARD TERMS AND CONDITIONS

- A) This RFP does not commit the City to award a contract or to pay any costs incurred for any services.
- B) The City, at its sole discretion, reserves the sole right to determine which consultants are ultimately included in the Pre-Qualified Consultants List.
- C) All proposals will become the property of the City of Sebastopol. Any proprietary information contained in the proposal should be clearly identified as such.
- D) The City reserves the right to amend this RFQ/RFP from time to time. The current version will be posted on the City website link: bit.ly/SebEng23
- E) The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City.
- F) Prior to award, the apparent successful firm(s) may be required to enter into discussions with the City to resolve any contractual differences. If no resolution is reached, the proposal may be rejected.
- G) Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- H) Insurance Requirements: Successful proposers, who are invited to be included on the Shortlisted Pre-Qualified Consultants List, must furnish the City with the Certificates of Insurance proving coverage as specified in **Appendix B, Insurance Requirements for Consultants**, prior to City approval of the Master Agreement and/or its extension. No exceptions will be made to this requirement.

It is the proposer's responsibility to review these requirements carefully prior to submitting a proposal in response to this solicitation. Your response must indicate your familiarity with the insurance requirements and your willingness to comply with them as they are written. If you take any exceptions to the terms of the contract, these must be included in your proposal in writing. The City will consider this in determining responsiveness to the Request for Proposals.

APPENDIX A
CITY OF SEBASTOPOL
CONTRACT NO. 2022-01-XX
MASTER AGREEMENT FOR ENGINEERING CONSULTING SERVICES
[Consultant Name]

THIS AGREEMENT made and entered into this _____ day of _____, 2020 by and between the City of Sebastopol, a municipal corporation located in the County of Sonoma, State of California, hereinafter referred collectively to as "CITY" and **[Consultant Name]**, a California Corporation with principal offices at **[1234 Fifth Street, City State, ZIP]**, hereinafter referred to as "CONSULTANT",

WITNESSETH

WHEREAS, CITY has the need for On-Call Engineering services; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY, pursuant to the authority set forth at Government Code Section 36505, does hereby appoint CONSULTANT, in a contractual capacity, to perform the following services on an "on call, as needed" basis, in accordance with the terms and conditions hereinafter set forth;

The type of Engineering or other services to be provided include:

Fill in from Proposal

- 1) **CAPITAL PROJECTS** - As assigned, pursuant to approval of scope of work and fee proposal by the City Council, perform services which may include but are not necessarily limited to the following:
 - a) Preliminary Engineering: Prepare alternatives analyses, preliminary layouts, surveying, geotechnical services, and estimates of probable cost.
 - b) Permits: Assist the City in obtaining approvals and permits from various agencies, including CALTRANS, Regional Water Quality Control Board, US Army Corps of Engineers, CA Department of Fish and Game, etc.
 - c) Construction Documents: Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.

- d) **Bidding Assistance:** Assist the City with technical support during bidding phase for public contracts, attend pre-bid conferences and job walks, perform construct-ability review of other firms or own plans and specifications, prepare addenda, analyze bids, and recommend award.
 - e) **Construction Support/Construction Management:** Attend pre-construction conferences; monitor construction schedule, visit construction site as required for progress and quality of work evaluation. Assist City with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.
- 2) **OTHER MISCELLANEOUS SERVICES** - CITY may from time-to-time have the need for other services not specifically listed in this agreement for which CONSULTANT has the necessary experience and capabilities to provide. CITY may authorize CONSULTANT to perform such selected services on an as-needed basis.
- 3) **PROJECT ASSIGNMENTS**
- a) the City may from time to time during the term of this agreement, solicit proposals from CONSULTANT for various City projects. Individual project assignments will be awarded by amendments to this agreement, concurrent with the term of the master contract.
 - b) The City will award contract amendments for each project based upon a scope of services, work schedule, and fee proposal submitted to the City on request, and subject to approval by the City Council. For any given project, the City may elect to contract with more than one consultant based upon their field of expertise.
 - c) Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.
- 4) **RECORDS** All records produced by CONSULTANT during the course of your work under this agreement are and at all times shall remain the property of the CITY. CONSULTANT shall assemble these records in an orderly fashion and store same, for at least three years, in a mutually agreed upon location so that they may be reasonably available to the public or to the officials of CITY as required. Copies of records shall be provided to the City from time to time, as requested.
- 5) **TERMINATION** - This Master Agreement may be terminated at will by either party with or without cause upon 30 days written notice.
- 6) **GENERAL CONDITIONS**
- a) CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by CONSULTANT performing services hereunder for CITY.
 - b) All documents, including but not limited to plans and specifications, prepared by CONSULTANT are instruments of services, only. They are not intended nor represented to be suitable for reuse on extensions of this project or any other project. Any reuse without specific permission by CONSULTANT shall be at the user's sole risk. CITY hereto agrees to save, keep and hold harmless CONSULTANT from all damages, costs or

expenses in law and equity including costs of suit and attorney's fees resulting from such reuse.

- c) CONSULTANT agrees to save, keep, hold harmless and indemnify CITY and its officers, and employees from all damages, in law and equity caused by any negligent act or omission to act on the part of CONSULTANT or any of its officers, employees or subcontractors. CITY shall save, keep, hold harmless indemnify CONSULTANT from all damages suffered in the performance of the authorized by this Agreement that are not the result of wrongful acts of the CONSULTANT, its officers, employees or subcontractors.
 - d) CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees. Refer to Exhibit "A", INSURANCE REQUIREMENTS FOR CONSULTANTS, attached hereto and thereby made a part of this contract.
- 7) **NOTICES** - For purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

Engineering Manager
City of Sebastopol
714 Johnson St.
Sebastopol, CA 95472

For the purposes hereto, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the CONSULTANT'S behalf is:

Name of Principal (who signs agreement)
Business Name
Address
City, State, ZIP

- 8) **ARBITRATION** - All claims, disputes, and other matters in question between the parties to this AGREEMENT, or breach thereof, may be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.
- 9) **MISCELLANEOUS**
- a) The titles used in this agreement are for general reference only and are not a part of the Agreement.
 - b) This Agreement shall be interpreted as though prepared by both parties.
 - c) Any provision of this agreement held to violate any law shall not invalidate the remainder of this Agreement.
 - d) This Agreement shall be interpreted under the laws of the State of California.

10) TERM OF AGREEMENT – This Agreement shall remain in effect for an initial term of 3 (three) years. Extensions of the agreement may be made upon mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF SEBASTOPOL

CONSULTANT

BUSINESS NAME

Larry McLaughlin, City Manager

Principal



EXHIBIT B City of Sebastopol Insurance Requirements for Consultants

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.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance, as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.
If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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