

NOTICE INVITING PROPOSALS FOR

**Objective Development Standards for Multi-Family and Mixed-Use Housing**

**Proposals Due: June 19, 2020, 5:00pm**

**Deliver proposals to:**

sneuse@cityofsantacruz.com

**Project Description:**

The City of Santa Cruz is requesting proposals from planning and design consulting firms (consultant) to develop objective zoning standards to be incorporated into the municipal code to govern design of multi-family housing in the City of Santa Cruz via a robust and inclusive community engagement program.

**For More Information:**

The Request For Proposals document, dated May 2020, may be downloaded from the City's website or obtained from the Planning and Community Development Department, 809 Center St, Rm 101, Santa Cruz, California, 95060. For additional information or assistance, contact Sarah Neuse, Senior Planner, at (831)420-5290, email sneuse@cityofsantacruz.com.

The City reserves the right to reject any or all proposals and waive any informality or minor defects in proposals received.

## 1. GENERAL INFORMATION FOR VENDORS

### 1.1 Summary Scope of Work

The Planning and Community Development Department of the City of Santa Cruz is soliciting proposals from planning and urban design firms for **Objective Design Standards for Multi-Family Housing**. The City currently relies on a combination of objective and subjective design standards and guidelines, implemented through design review permits, to regulate the design of most buildings. The City is interested in creating a robust and thorough set of standards to govern the development of multi-family housing, both for exclusively residential development proposals and for mixed-use development proposals. The City is interested in pursuing a process that prioritizes geographic, socio-economic, generational, and racial equity in the public engagement approach and has identified a preliminary list of interests that may be affected by this project. The list is included as Attachment 3. The highest priority in regards to the standards is that they ensure that future multi-family residential development in Santa Cruz supports the City's vision, as stated in the 2030 General Plan, of creating a "compact, vibrant city that preserves the diversity and quality of its natural and built environments, creates a satisfying quality of life for its diverse population and workers, and attracts visitors from around the world."

### 1.2 Background

The Housing Accountability Act, as amended in 2019 by Senate Bill (SB) 330, specifies that subjective standards cannot be used by a jurisdiction between January 1, 2020 and December 31, 2024 to deny or reduce the density of projects unless specific findings of adverse public health and safety impacts are made. The City of Santa Cruz is interested in updating our zoning ordinance and review processes to ensure certainty in the development entitlement process for both applicants and the general public in terms of the design features that will be required in order for a housing project to be approved. The City is also committed to ensuring high-quality urban design and preserving the unique and diverse character of its neighborhoods and business districts. A significant portion of the City's existing commercial districts were identified for mixed-use development as part of the current General Plan, and there is beginning to be new investment and change in these areas. These areas are comprised of major intersections and primary transportation corridors through the city, and the sites will set the context for future development over the coming decades. Without objective development standards the City has limited ability to significantly influence urban design on these important sites, as well as in neighborhoods where multi-family housing development is planned.

### 1.3 Estimated Dollar Value

The City has applied for and received a grant from the SB 2 funds provided by the State of California to fund the development of objective development standards. The portion of this funding allocated to consultant services is expected to be up to approximately \$180,000.

### 1.4 Contact

If you have any questions concerning this solicitation, please call contact Sarah Neuse, Senior Planner, by phone at (831) 420-5290 or by email at [sneuse@cityofsantacruz.com](mailto:sneuse@cityofsantacruz.com).

To learn solicitation results, call Sarah Neuse after the due date.

**1.5 Proposal Deadline** Proposals are due no later than 5:00 pm on Friday, June 19, 2020. All proposals will be delivered, on or before the due date. **Late proposals may not be considered.**

Vendors will email or file share the proposal and any attachments to [sneuse@cityofsantacruz.com](mailto:sneuse@cityofsantacruz.com) on or before the due date.

### 1.6 Proposal Evaluation and Award

A contract for Objective Design Standards for Multi-Family Housing will be awarded based on the following factors. See Section 3.5 for specific review criteria and weighting:

1. Proposal is responsive when received on time and completed per instructions,
2. Proposal is compliant with specifications and industry standards,
3. Vendor is offering a competitive price,
4. Vendor is well-qualified. City may consider:
  - a. Experience of the Vendor and any subconsultants;
  - b. Past performance of the Vendor; and
  - c. Overall timeline of the process

A vendor's failure to promptly respond to City's inquires for proposal clarification may result in determination of non-responsibility.

The contract will be awarded on an all or nothing basis and is tentatively scheduled to begin **September 2020**.

Vendors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the vendor. If exceptions are not explained, the Vendor will comply with the specifications as stated in this solicitation.

The City reserves the right to reject any or all proposals and waive any informality or minor defects in proposals received.

### **1.7 Organization of this RFP Document**

The Request For Proposals (RFP) is organized in these sections:

**Section 1- General Information to Vendors:** Contains summary scope of work, contact information, proposal due date, and general background information.

**Section 2- Specifications:** Provides details regarding the contract requirements.

**Section 3- Process Instructions:** Contains the tentative RFP schedule, explains how the proposals will be evaluated, and presents administrative information on the conduct of the RFP process.

**Section 4- Terms and Conditions:** Details the City's contract terms and conditions.

**Section 5- Acknowledgement of Receipt Form:** Informs City of Vendor's intent to submit proposal.

**Section 6- Proposal Cover Page:** Provides basic Vendor contact information and an authorized signature accepting the City's terms and conditions as stated in this solicitation.

**Section 7- RFP Questionnaire:** Presents questions for Vendor response.

**Section 8- Fee Schedule:** Provides format for submitting pricing. Fee Schedules will include all costs incidental to performing **ITEM** according to this solicitation.

**Appendix 1 - Local Business Preference Certification**

**Appendix 2 – Potentially Affected Interests**

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## SECTION 2: SPECIFICATIONS

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#### 2.1 Project Overview

The City of Santa Cruz is a mid-sized city of nearly 70,000 people located between the north shore of the Monterey Bay and the Santa Cruz Mountains. Commuting distance from Silicon Valley jobs, University of California Santa Cruz growth, and the idyllic seaside environment have put pressure on the Santa Cruz housing market at an increasing rate over the past decade. The City adopted the 2030 General Plan in 2012 after an extensive public outreach and participation campaign. The adopted plan is focused around smart growth principles and includes a vision for supporting alternative modes of transportation by adjusting land use patterns to create demand for bikes, buses, and safe pedestrian connections. The adopted 2030 General Plan allows for additional residential density in specific locations along high-volume roadways, and in certain circumstances, the allowed densities differ from those that are currently permitted by the City's Zoning Ordinance. Specifically, the adopted 2030 General Plan created new land use designations for mixed-use sites, and these designations were applied to properties fronting onto the City's major roadways.

The City embarked on an effort to update the zoning ordinance to match the envisioned land uses and residential densities in the 2030 General Plan in 2014. This effort spanned over two years and had a wide variety of community meetings and input focused on creating new mixed use zone districts to apply to the sites identified in the General Plan for additional density. As the process progressed, community members expressed dissatisfaction and surprise at the development intensities envisioned by the 2030 General Plan. The effort to create these mixed-use zone districts was halted in mid-2017 in favor of a broader community conversation around housing, and it was then officially terminated in August of 2019.

The City is now beginning a new effort to create objective design standards for all of the existing zone districts and General Plan land use designations that allow multi-family and mixed-use development. Currently, mixed use development is permitted in all areas zoned for commercial use, and parcels that have the higher General Plan densities combined with a commercial zone district are utilizing the City's planned development or development agreement processes in order to proceed through permitting. In order to promote high quality housing and urban design, the City Council accepted the recommendation to apply for an SB 2 grant to create objective standards for housing development.

Given the history with the City's prior effort around zoning for housing, substantial community outreach is necessary, and an equitable, broad, and effective community engagement process will be key to successful proposals. Due to other projects that the City Council may direct staff to complete, the exact parcels which carry the relevant zone districts and land use designations may be in flux, but the potential effort of moving these designations is beyond the scope of this project. However, should the Council direct staff to launch a project that includes amending the high-density mixed use General Plan land use designations and redistributing the residential capacity to other areas of the City (as no net loss of residential capacity is allowed under SB 330), coordination between the two projects would be necessary. Additional direction from Council is expected in the coming months, and, if applicable, pertinent info will be provided in addenda to this RFP.

The project to create objective development standards for multi-family development will require the consultant to prepare and manage a thorough community engagement strategy focused on helping community members understand and contribute meaningfully to the design and development requirements for housing in the City. The final product will consist of language that could be incorporated into the City's Municipal Code to address the design of all the properties currently zoned with three multi-family zone districts, and the properties in the mixed use districts created by Mixed Use General Plan land use designations. Each set of zoning standards needs to address the density range permitted in each of these zone districts and by the General Plan, and should respond to the needs of the public realm and streetscape, particularly when projects are built fronting on major collector streets. The Mixed-

Use General Plan land use designations include development capacities, defined by both a dwelling unit density and a floor area ratio, which will need to be accommodated on the designated sites. Some amount of site-specific planning and analysis will be required in order to test proposed design standards to determine feasibility of housing construction over the entire range of allowed development intensities. In the eight years since the adoption of the 2030 General Plan, only one site designated for Mixed Use, High Density has sought and acquired an entitlement to redevelop, and the proposed project used only about one third of the allowable 2.75 FAR for the property. City staff is curious as to why more properties with this designation are not pursuing redevelopment, and is interested in addressing any challenges in the development standards that may be subduing housing production. The successful vendor will assist in developing an analysis identifying the factors hindering development.

The City is open to considering alternative methods for regulating design based on any relevant factors, as determined by the consultant via a robust community engagement effort. Such factors could be based on distinct neighborhoods, zone district designations, roadway type and capacity, or other relevant features. The City is looking for a consultant team that can guide the public and City leadership through a design process that will yield a set of clear, objective design standards that will ensure that all new multi-family housing built in Santa Cruz utilizes high-quality urban design and produces durable, high-quality housing for diverse populations. Standards are expected to address acceptable materials, architectural styles, landscaping and building disposition, parking, height, setbacks, stepbacks, floor area ratio, and other standards necessary to accomplish the stated goals of the project.

The primary goals for this project are:

- 1) To create an equitable community engagement program with participation by a diverse range of City stakeholders. (See attached list of Potentially Affected Interests.)
- 2) To develop implementable, understandable, objective design standards that will effectively dictate design requirements for multi-family housing throughout the City, maintaining and enhancing the unique character of Santa Cruz.
- 3) To ensure a high level of ownership of outcomes by community members regarding the standards for various locations – high likelihood that the recommended standards will be approved by City decision-makers.

## **2.2 Responsibilities of Vendor**

The successful firm will be responsible for providing the following professional services:

- 1) Developing the proposed scope of work necessary to achieve the City's stated goals.
- 2) Working with the City to determine the most appropriate and effective community engagement tools for the project, and considering the options and techniques that can be utilized in the next several months with the possibility of on-going social distancing. A list of potentially affected interests is included as Appendix 2 for reference.
- 3) Managing the planning and preparation for any and all community outreach meetings, events, or interviews.
- 4) Facilitating any and all community outreach meetings, events, or interviews, together with key City staff.
- 5) Producing materials necessary to facilitate any and all community engagement activities.
- 6) Conducting analysis to evaluate shade and solar access effects of proposed development standards.
- 7) Conducting analysis sufficient to analyze required parking ratios for multi-family housing and associated mixed-use projects.
- 8) Drafting text, and diagrams or illustrations for use in the Municipal Code, to objectively regulate the development of multi-family housing in all relevant zone districts or areas of the City. The drafted standards should conform sufficiently to the General Plan in order to be covered by the General Plan EIR.
- 9) Participating in and supporting presentations to the Planning Commission and City Council, as requested.
- 10) Collaborating with City staff to draft agenda reports in advance of hearings and informational meetings with the Planning Commission and City Council.

The selected consultant team will produce, at minimum, the following deliverables:

- 1) Community Engagement strategy memo, addressing the attached list of potentially affected interests.

- 2) All materials and presentations necessary to conduct planned community engagement activities or meetings.
- 3) Summaries of feedback from community engagement activities.
- 4) Analysis of site standards necessary to accommodate development capacities identified by the General Plan.
- 5) Administrative Draft Ordinance amendments for exclusively residential development covering all properties in the multi-family zone districts.
- 6) Administrative Draft Ordinance amendments for mixed-use residential combined with commercial or industrial (including live/work) development covering all properties in the relevant zone districts.
- 7) Public Draft Ordinances incorporating feedback and edits from City staff.
- 8) Final Draft Ordinances incorporating feedback from staff, public, and elected/appointed officials.
- 9) Graphic Illustrations of design standards for inclusion with the zoning ordinance.
- 10) All products shall include Microsoft Word and PDF files with high-resolution graphics, and PowerPoint slides as necessary.

### **2.2.1 Responsibilities of City**

City staff will be responsible for the following:

- 1) Approving the final scope of work necessary to achieve the City's stated goals.
- 2) Working with Vendor to determine the most appropriate and effective community engagement tools for the project.
- 3) Coordinating the logistics, scheduling, and materials needs for community outreach meetings, events, or interviews.
- 4) Attending and assisting with facilitation at any and all community outreach meetings, events, or interviews.
- 5) Reviewing and approving materials necessary to facilitate any and all community engagement activities.
- 6) Assisting Vendor in selecting an approach.
- 7) Reviewing and approving text and diagrams or illustrations for use in the Municipal Code to regulate the development of multi-family housing in all relevant zone districts or areas of the City.
- 8) Prepare for and present at hearings for the Planning Commission and City Council, supported by vendor.
- 9) Collaborate with vendor to prepare agenda reports in advance of hearings and informational meetings with the Planning Commission and City Council.

### **2.3 Basic Qualification of Vendor**

The selected vendor will have relevant expertise, a proven track record of successfully completed projects, a passion for community engagement, and a creative and innovative approach for achieving the City's goals.

The ideal consulting firm would include the following disciplines and attributes:

- 1) A focus on urban design, architecture, landscape architecture, city planning, and community facilitation.
- 2) A highly organized and responsive team who listens to, partners with, and is passionate about collaboration with city staff, decision makers, and all sectors of the community.
- 3) A strategic project manager with substantial experience and success in community engagement, urban design, and public relations.
- 4) Talented writers, illustrators, and graphic artists that can prepare user-friendly and graphically enriched presentations, maps, diagrams, and architectural illustrations; qualified traffic engineer to guide parking recommendations.
- 5) An economic, developer, and/or planning professional who has experience evaluating the viability of construction allowed by potential objective standards, particularly at the higher density/intensity levels considered in the General Plan.
- 6) It is desirable to have experience developing objective standards in other communities.

### **2.4 Damage**

The Vendor will be responsible for any damage to City property during the performance of this contract. In the event that there is damage to City property, the Vendor will immediately report the incident to the City in writing.

Any such damage will be repaired or replaced with same by the Vendor at his/her expense and to the satisfaction of the City.

**2.5 Vendor's Employee Conduct**

Vendor will agree to remove any employee whose conduct is improper, inappropriate, or offensive as determined by the City. A removed employee(s) is not to work on City premises without the written consent of the City. The Vendor will remove any employee from working in, or delivering to, City facilities who is convicted of a felony during his/her employment.

**SECTION 3: PROCESS INSTRUCTIONS**

**3.1 RFP Schedule**

The City will make every effort to adhere to the following schedule:

Action	DATE
1. Issue RFP	May 15, 2020
2. Deadline for submitting additional questions	May 29, 2020
5. City response to additional questions	June 5, 2020
6. <b>Proposal due date</b>	<b>June 19, 2020</b>
7. Oral presentations for finalists	July 8-10, 2020
8. Proposal evaluation completed	July 14, 2020
9. Notice of intent to award	July 17 2020

**3.2 Proposal Format**

Proposals are due no later than 5:00 pm on **Friday June 19, 2020**. All proposals will be emailed/files shared to Sarah Neuse on or before the due date. **Late proposals may not be considered.**

The City will not be liable for any expenses incurred by Vendors responding to this solicitation.

Proposals should be organized as follows:

1. **Cover Letter.** Please include a cover letter stating project interest which includes:
  - A statement describing why your firm is qualified to complete the project and perform the work required in a responsive manner.
  - A description of the anticipated interaction between consultant and City.
  - Identification of the project manager and main point of contact.
  
2. **Preliminary Scope of Work and Recommended Project Schedule.** Provide a preliminary scope of work and provide comments on the scope. Indicate resources that will be allocated to each major task to meet the proposed schedule, and discuss your firm’s flexibility and record in “catching up” if milestone dates are not met. Discuss your firm’s commitments to other projects in the time frame coinciding with the proposed schedule for this project.
  
3. **Qualifications and Capabilities.** Provide a detailed discussion of the qualifications and experience of the Project Manager that would be assigned to this project. Provide additional information regarding the qualifications and experience of all others that will be assigned to work on the project team. Please submit resumes of only those individuals that will actually be assigned to work on the project. Indicate how your firm’s resources will work together to complete this project. An organizational chart is recommended.
  
4. **Subconsultants.** Identify any subconsultants your firm will utilize to complete this project. Briefly describe your firm’s past experience, working relationship and involvement in joint projects with these subconsultants.
  
5. **Related Project Experience.** Describe your firm’s and your Project Manager’s past performance on similar projects, including coordinating the work of subconsultants. Provide locations, description of work, work samples or links to samples, completion dates, and value of contracts. Address your firm’s record of meeting schedules and controlling costs. Provide an explanation gauging how successful implementation of the referenced project experience has been in realizing the municipality’s goals.

7. **Sample Products.** Gaining an understanding of the products prepared by the consulting firm is important for the evaluation committee. Please provide internet links (either to websites or to a file sharing site) to up to three comparable documents prepared by the consulting team.
8. **Project Team Consistency.** Explain how you can guarantee that the project team members will be accessible and able to complete the project without change.
9. **References.** Include name, address and phone number for a minimum of three (3) references you prepared similar projects.
10. **Fee Estimate.** Submit a fee estimate for each task outlined in the preliminary Scope of Work. Provide a breakdown of the fee for each task showing the estimated hours of each project staff member assigned to the task and the associated fee for that project staff member or subconsultant. Also provide hourly rate schedules for all key project staff, including subconsultants.
11. **Insurance Coverage.** Identify carriers, A.M. Best ratings, types and limits of insurance carried by your firm. Provide a statement verifying that your firm meets the insurance requirements contained in the City’s standard Terms and Conditions.
12. **Additional Information.** Please provide a list of contracts/agreements terminated for convenience or default within the past three years, if any. List any litigation that now affects or may affect in the future the firm’s ability to perform.

Vendors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City’s terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the vendor. If exceptions are not explained, the Vendor will comply with the specifications as stated in this solicitation.

**3.3 Non-Response to RFP**

In the event your business decides **not** to submit a proposal, please return the Acknowledgement of Receipt Form, Section 5. It would be helpful if you indicated why your business did not wish to submit a proposal.

**3.4 RFP Addenda**

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Vendor’s responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested vendors, and
- Posted on the City’s website, [www.cityofsantacruz.com](http://www.cityofsantacruz.com), under Bidding Information, or
- Vendors may contact Sarah Neuse, Senior Planner at 831.420.5290 or by email to [sneuse@cityofsantacruz.com](mailto:sneuse@cityofsantacruz.com).

**3.5 Proposal Evaluation**

RFP responses will be evaluated and ranked according to the criteria below by an evaluation committee composed of City staff. The evaluation committee will open and review the proposals in confidence. Proposals will be available to the public after contract award.

<u>Criteria</u>	<u>Weight</u>
1. Overall cost including vendor and anticipated City expenses.	15%

2. Proposed timeline.	10%
3. Quality and creativity of proposed scope of work and responsiveness to the issues identified in the RFP. Ability to communicate clearly and concisely.	20%
4. Technical skills and expertise of the team and the prime consultant’s ability to manage a team to produce a complete and coordinated set of documents required by this project.	20%
5. Relevant experience managing effective public outreach in an inclusive and equitable fashion; quality of community engagement approach.	15%
6. Qualifications and experience of proposed subconsultants identified for this project.	10%
7. Familiarity with and proximity to the City of Santa Cruz.	10%

**3.5.1 Proposal Evaluation Criteria Definitions**

- Overall cost including vendor and anticipated City expenses. – 15%

The total cost of the contract will affect 15% of the overall evaluation. The lowest responsive offeror will be given the full points for this criterion and higher offers will be scored proportionally using the following formula:

((Lowest responsive offeror’s price, including discounts & preferences / This offeror’s price, including discounts & preferences) \* 100 = Pre-weighted score) \* 15%

Proposed fees will be presented as not-to-exceed costs for the contract term and will include all professional fees and expenses.
- Proposed timeline – 10%

The City of Santa Cruz considers this project to be a priority for the Planning and Community Development Department and would like this process to be successful and complete as soon as possible. The duration of the proposed timeline will affect 10% of the overall evaluation. Projects must show schedules that complete work no later than December of 2021.
- Quality of proposed scope of work and responsiveness to the issues identified in the RFP; ability to communicate clearly and concisely. – 20%

Proposals will be evaluated for professionalism, thoroughness, relevance, and quality of writing. City staff will be relying on the text and graphics in the RFP itself to evaluate the ability of each respondent to communicate effectively in writing. Samples of work showing graphic communication skills may also be included.
- Technical skills and expertise of the firm and their ability to manage a team of subconsultants to produce a complete and coordinated set of deliverables required by this project. – 20%

Evidence of relevant technical expertise including qualifications and lists of recently completed projects by each team member will contribute 20% to the overall evaluation. Proposals should include

qualifications for all primary team members (all teams should include economic or related consultant) and should demonstrate the ability to coordinate and collaborate with the public, consultant team, and municipal staff. Proposals will be evaluated for the Vendor's qualifications, experience and references. The criteria will also include an evaluation of the Vendor's longevity, projected financial stability, and performance on similar contracts.

5. Relevant experience managing effective public outreach in an inclusive and equitable fashion; quality of community engagement approach. – 15%

The City is deeply invested in ensuring an equitable and inclusive public engagement process. Prior experience reaching traditionally underrepresented communities and successful engagement across a range of social, age, and economic characteristics will contribute 15% to the overall evaluation. Proposals should explain how equity was achieved and identify metrics for measuring inclusivity in public engagement. The list of potentially affected interests included as Attachment 3 will be refined with the City during the kick-off phase of the project and should be used as a guide in proposing an effective and equitable community engagement process. Strategies for engagement that can accommodate the potential for ongoing social distancing should be included.

6. Qualifications and experience of proposed subconsultants identified for this project.– 10%

Each team is expected to include an economic, developer, and/or planning professional capable of evaluating the viability of development projects, as well as any design or other professionals that the vendor deems necessary to produce a successful project. The expertise and documented experience of the proposed subconsultants will contribute 10% to the overall evaluation. Proposals should describe the work that each team member will contribute to the process and identify the qualifications of all team members.

7. Familiarity with and proximity to the City of Santa Cruz. – 10%

Santa Cruz is a relatively small coastal community located between Silicon Valley and the Monterey Bay, and home to the University of California, Santa Cruz. Our demographic characteristics and political climate differ from communities in the Bay Area and elsewhere in the state. The City has a preference for teams that include at least one team member with previous experience in our community, this criterion will contribute 10% to the overall evaluation.

### 3.6 Evaluation of Semi-Finalists

After the initial proposal evaluation, the City may determine that additional information is needed to establish the final ranking of vendors. The semi-finalists will be contacted and may be asked to:

- Make an oral/video presentation by responding to pre-established questions,
- Conduct a scenario-based demonstration of the equipment or service,
- Revise the submitted proposal for the purpose of obtaining best and final offers, and/or
- Provide additional information to assist City in determining the best value vendor.

All semi-finalists will be given equal opportunity to provide the requested information to the City. Any oral presentations and/or demonstrations will be scheduled for a mutually agreed upon date, tentatively to be scheduled between July 8 and July 10, and will be at no cost to the City.

The Evaluation Committee will use all information collected to rank the semi-finalists in order of their ability to best meet the requirements of the City. The City will begin negotiating a firm contract with the highest ranked Vendor. If no agreement can be reached, negotiations will begin with the next ranked Vendor.

### 3.7 Contract Implementation

The contract resulting from this solicitation is tentatively scheduled to begin August of 2020. Upon award notification and prior to final contract approval, the successful proposer will be required to submit:

- a. Proof of insurance documentation as specified in section 4.1 of this solicitation;
- b. A completed W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City; and
- c. Proof of a current City of Santa Cruz business tax certificate if the Vendor is located in, or performs services within, the city limits for more than 6 days annually.

The finalized contract will include the RFP Section 2, the RFP Section 4, the Vendor's response to Section 6 (RFP Cover Page), the Vendor's response to Section 7 (RFP Questionnaire), the Fee Schedule as described in Section 8, the City's standard terms as Exhibit A, and any negotiated modifications agreed to by the parties.

### **3.8 Public Record**

Proposals received will become the property of the City. All proposals, evaluation documents, and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250 – 6270. All documents related to this solicitation will become public records once discussions and negotiations with proposers have been fully completed and an award has been announced.

Appropriately identified trade secrets will be kept confidential to the extent permitted by law. Any proposal section alleged to contain proprietary information will be identified by the proposer in boldface text at the top and bottom as "PROPRIETARY." Designating the entire proposal as proprietary is not acceptable and will not be honored. Submission of a proposal will constitute an agreement to this provision for public records. Pricing information is not considered proprietary information.

### **3.9 Award Protests**

Any Vendor who unsuccessfully bids on a city contract or any trade association representing workers who would have potentially been employed by such contract may formally protest a contract award. Protest letters regarding a formal contract award will be directed to:

City of Santa Cruz  
City Clerk Administrator  
809 Center Street, Room 9  
Santa Cruz, California 95060

Protests will be filed with the City Clerk's office no later than 5 business days after the written notice of intention to award has been distributed. Protest letters will include:

- The name, address, and telephone number of the protester;
- The solicitation title and due date;
- Name of City employee and Department designated as the contact in the original solicitation;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

The City Council will hear the protest prior to award of the contract. The protesting party may protest the City's or successful Vendor's failure to comply with the requirements of the Purchasing Ordinance or the solicitation documents. The protest must clearly set forth the basis for the protest; grounds not set forth in the written protest will not be considered by the City Council at the protest hearing. The City Council will sustain a protest if the protesting party demonstrates by clear and convincing evidence that, as specified above, the City would act improperly in awarding the contract. The decision of the City Council will be final.

## 4. TERMS AND CONDITIONS

### 4.1 City's Standard Terms and Conditions

The City of Santa Cruz standard terms and conditions shall govern this contract except with regard to insurance requirements. Review the standard terms and conditions [here](#); all terms will apply to the contract resulting from this solicitation. A current copy of these terms will be included in the resulting contract as an Exhibit. A hard copy of the terms and conditions are available by contacting the Purchasing Division at 831/420-5080.

#### 4.1.1 Insurance Requirements

Vendor will maintain and comply with the insurance requirements as set forth in Exhibit A. These requirements will be included in the resulting contract as an Exhibit.

### 4.2 Subject to SB2 Grant standard Agreement

The Terms and Conditions of the SB2 Grant Funds, as expressed in STD 213 are incorporated herein by reference, and shall be applicable to any contract between the City and the selected vendor.

### 4.3 Term of Contract

The term of the contract will commence upon notification of award and continue for a period of **ONE YEAR** plus any renewals agreed to by the parties.

### 4.4 Contract Renewal

At the option of the City, this contract may be renewed annually under the same contractual terms and conditions and at the same price or price basis.

### 4.5 Vendor Travel Reimbursement Policy

When it is mutually agreed between the City and the vendor, the vendor's employees will be reimbursed for travel expenses according to this policy. It is expected that all travel expenses incurred by vendors while conducting activities on behalf of the City will be at reasonable rates and that vendors will exercise prudence in incurring these expenses.

#### Meals

Meals are reimbursed at the current GSA Meals & Incidental per diem rate by county ([www.gsa.gov/travel](http://www.gsa.gov/travel)). The City does not reimburse for actual costs for meals. Reimbursement is based solely on per diem rates. Do not submit meal receipts.

- Travel before 8:00a qualifies for breakfast reimbursement.
- Travel between 8:00a – 1:30p qualifies for lunch reimbursement.
- Travel between 1:30p – 7:00p (or later) qualifies for dinner reimbursement.
- Days between hotel stays and days starting before 8a and ending after 7p, qualify for the full GSA Meals & Incidental per diem rate.

#### Ground Transportation

Ground transportation is reimbursable when it is for travel between the vendor's place of business, their employee's home, an airport, or Santa Cruz hotel to their City work location.

1. Reasonable fees for taxis, shuttles, busses, trains, light rail, ride hailing services (Uber, Lyft), bike shares| (Jump), and similar modes of transportation will be reimbursed. Receipts are required for reimbursement.
2. Personal vehicles include vehicles owned by the vendor or their employees.
  - Mileage will be reimbursed at the current IRS mileage rate.
  - Evidence of automobile liability insurance meeting the City's requirements must be provided.
  - Maps showing starting point, City work location, and total miles are required for reimbursement.
3. Car rentals are reimbursable when

- Travel is necessary from an airport to the City work location.
- The rental reservation is made as far in advance as is practical and the lowest possible price is obtained.
- Insurance coverage is included in the rental agreement and the car is returned with a full tank of gas.
- The smallest vehicle necessary is rented.
- Parking expenses are included in the GSA Meals & Incidental per diem rate. The City will not pay additionally for parking expenses.
- Receipts are required for reimbursement.

**Airfare**

Airfare is reimbursable when the vendor's place of business, or their employee's home, is more than 250 miles away from Santa Cruz.

- Airfare must be lowest available coach class fare. Flights may be non-stop.
- Airfare must be booked as far in advance as is practical.
- Fees for one piece of checked luggage (and any equipment necessary for the work being done) will be reimbursed.
- Extra charges for seat assignments, refundable tickets, travel insurance/protection, and similar fees are not reimbursable.
- If the City cancels the need for travel and the ticket cannot be changed or refunded, the ticket cost will be reimbursable.
- Receipts are required for reimbursement.

**Lodging**

Lodging is reimbursable when the vendor must work on site for two or more consecutive days and the vendor's place of business, or their employee's home, is more than 60 miles away from Santa Cruz.

- Lodging is reimbursed up to the current GSA rate by county ([www.gsa.gov/travel](http://www.gsa.gov/travel)).
- Costs for hotel rooms above this rate are the responsibility of the traveler.
- Receipts are required for reimbursement.

**General**

- Travel expenses not listed above will not be reimbursed.
- Travel reimbursements are paid after the completion of travel. There are no travel advances.
- Exceptions to any of the above requirements require advance written permission from the Department Head of the department contracting with the vendor.

**4.6 Equal Employment Opportunity/Non-Discrimination**

City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or and veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Consultant to be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations and Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html> and <http://www.cityofsantacruz.com/home/showdocument?id=59192>.

Copies are available upon request from the City's Purchasing Division.

**4.7 Indemnification**

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, and volunteers from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, and volunteers from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

SECTION 5: ACKNOWLEDGEMENT OF RECEIPT FORM

1. Acknowledgement of Receipt

This Acknowledgement of Receipt Form will be signed and delivered to Sarah Neuse, no later than 5 p.m. on May XX. Email form to sneuse@cityofsantacruz.com.

The purpose of this form is to notify the City of Vendors interested in submitting a proposal and confirming receipt of all necessary information. Vendors who elect to return this form with the indicated intention of submitting a proposal will receive copies of the City’s response to questions and RFP addenda, if any are issued. However, E-mail notifications sent to known potential vendors are a convenience only.

3.4 RFP Addenda

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Vendor’s responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested vendors, and
- Posted on the City’s website, [www.cityofsantacruz.com](http://www.cityofsantacruz.com), under Bidding Information, or
- Vendors may contact Sarah Neuse, Senior Planner at 831.420.5290 or by email to sneuse@cityofsantacruz.com.

In acknowledgement of receipt of this Request for Proposals the undersigned agrees that s/he has received a complete copy; beginning with page 1 and ending with page #.

This vendor  does  does not (check one) intend to submit a proposal.

If not, please provide reason (to assist City in planning future solicitations): \_\_\_\_\_  
\_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

SECTION 6: PROPOSAL COVER PAGE

1. Proposal Deadline

Proposals are due no later than 5:00 pm on Friday, June 19, 2020. All proposals will be delivered, on or before the due date. Late proposals may not be considered.

Vendors will email or file share the proposal and any attachments to sneuse@cityofsantacruz.com on or before the due date.

2. Proposal Response Sheet

The undersigned, upon acceptance, agrees to furnish the following in accordance with the specifications and terms and conditions per City of Santa Cruz "Request for Proposals for Objective Development Standards for Multi-Family and Mixed-Use Housing" dated May 2020, at the prices indicated herein.

The undersigned, under penalty of perjury, declares not to be a party with any other business to an agreement to bid a fixed or uniform price in connection with this proposal.

The unsigned declares under penalty of perjury that she/he is authorized to sign this document and bind the business or organization to the terms of this contract.

The undersigned recognizes the right of the City of Santa Cruz to reject any or all proposals received and to waive any informality or minor defects in proposals received.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

If vendor is awarded the contract, will vendor extend contract terms and pricing to other government agencies?

Yes  No

3. Addenda

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Vendor's responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested vendors, and
- Posted on the City's website, [www.cityofsantacruz.com](http://www.cityofsantacruz.com), under Bidding Information, or
- Vendors may contact Sarah Neuse, Senior Planner at 831.420.5290 or by email to [sneuse@cityofsantacruz.com](mailto:sneuse@cityofsantacruz.com).

How many addenda were issued for this solicitation? \_\_\_\_\_

**SECTION 7: QUESTIONNAIRE**

Answer all of the following questions. Any omission may be cause for rejection of proposal. Answers should be complete and in the order presented. A simple "yes" or "no" answer is not adequate.

Vendors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the vendor. If exceptions are not explained, the Vendor will comply with the specifications as stated in this solicitation.

**Vendor's qualifications experience and references**

- 1) Describe business background and qualifications, including year business was established.
- 2) Provide background of personnel that will be assigned to provide this service to the City, with emphasis on community engagement experience.
- 3) Describe experience doing similar work for other public agencies or community groups.
- 4) Describe the expertise provided by each proposed team member, and the value they add to the team.
- 5) Provide references and work samples from similar projects completed within the past 10 years.

**Vendor's proposed work plan**

- 6) Clearly define all work your business proposes to do for the City. Include a list of deliverables and a work schedule.
- 7) If you will subcontract portions of the work, list all subcontractors to be used. Include business name, address and phone number.
- 8) Outline the team's anticipated community engagement tools and approach, given the need for on-going social distancing over the course of the project.
- 9) What should the City expect regarding future technology advances? How can the City plan on managing the final documents moving forward?

**SECTION 8: FEE SCHEDULE**

- Detail all costs incidental to the purchase of Objective Development Standards for Multifamily and Mixed Use Housing. Include all costs in your proposal. Vendor will not be allowed to charge for costs not listed in the proposal.
- Describe under what circumstances that City would be charged for additional work.

**Local Business and Locally Owned Business Preference**

Local Businesses and Locally Owned Businesses must submit the attached Appendix 1: Local Business Preference Certification, with the proposal in order to receive the 2% and *additional* 4% preference. Any preference will be applied on the pricing criteria only.

Appendix 1:



Local Business Preference Certification

Business Name: \_\_\_\_\_

Local Businesses and Locally Owned Businesses must submit this certification with each bid or proposal in order to receive the 2% and additional 4% preference applied during the evaluation of any competitive process for goods, supplies, equipment, materials, services, or professional services.

Local Businesses

To qualify for the 2% local business preference, a business must meet the following criteria:

- 1) Does the business have an office with at least one employee located in the City of Santa Cruz?  
 Yes    No   Business Address: \_\_\_\_\_
- 2) Is the business current in the payment of all taxes, charges, assessments, or fees owed to the City of Santa Cruz?  
 Yes    No
- 3) Does the business hold a valid City of Santa Cruz business license?  
 Yes    No   DBA/license number: \_\_\_\_\_

Locally Owned Businesses

To qualify for an additional 4% locally owned business preference, a business must meet the above requirements for a local business and at least 50% of the business' owners must live in the *County* of Santa Cruz.

To qualify for the locally owned business preference, list all of the business' owners and their county of residence (attach additional sheets if necessary).

Owner Name: \_\_\_\_\_ County: \_\_\_\_\_

By submitting this form, I represent that I qualify as a (check all that apply):

- Local Business
- Locally Owned Business

I understand that by submitting false information or failing to disclose material information in order to qualify for the preference my business will be 1) required to pay the city any difference between the contract amount and what the city's cost would have been if the contract had been properly awarded, and 2) prohibited from bidding on any city contract or receiving any city contract for a period of three years of the discovery of facts supporting the same.

Authorized Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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

## Appendix 2: List of Potentially Affected Community Interests

ENVIRONMENTAL:

1. Camp. for Sensible Transportation
2. Center for Marine Conservation
3. Center for Natural Lands Management
4. Citizen's Climate Lobby
5. Coastal Commission
6. Coastal Science and Policy Program (UCSC)
7. Coastal Watershed Council
8. Coastwalk
9. Conservationists
10. Ecology Action
11. Education for Sustainable Living Program
12. Friends of Parks and Recreation
13. Friends of Santa Cruz State Parks
14. Friends of the Rail Trail
15. Friends of the River
16. Greenbelt Alliance
17. Grid Alternatives
18. Groundswell Coastal Ecology
19. Homeless Garden Project
20. Jimmy Panetta's Environmental Working Group
21. Land Trust of Santa Cruz County
22. Monterey Bay Air Resources District
23. Santa Cruz Community Climate Action Task Force
24. Santa Cruz County Greenway
25. SC Climate Action Network
26. Sierra Club-Santa Cruz Chapter
27. UCSC Student Environmental Center
28. Think Local First
29. Tree People
30. UCSC
31. USGS

BUSINESS COMMUNITY:

32. SCC Chamber
33. Business Community
34. Business Council
35. Santa Cruz Works
36. SC New Tech Meetup
37. Businesses

- 38. Major Employers
- 39. MidTown Business Assn
- 40. Neighborhood of Lower Ocean
- 41. UCSC
- 42. County of SC
- 43. Boardwalk
- 44. Costco
- 45. Employees of City businesses
- 46. Employees who live outside the City
- 47. Commuters
- 48. Shoppers

ENERGY:

- 49. Central Coast Energy Services
- 50. Monterey Bay Community Power

HOUSING:

- 51. Afford. Housing Advocates
- 52. Affordable Housing Developers
- 53. Developers
- 54. Affordable Housing Now
- 55. YIMBY
- 56. NIMBYs
- 57. East Side Residents
- 58. West Side Residents
- 59. Downtown and Beach Area Residents
- 60. Current Residents
- 61. Current Neighbors
- 62. Future Residents
- 63. Future Neighbors
- 64. Potentially Displaced Residents
- 65. Renters
- 66. Landlords
- 67. Home Owners
- 68. Santa Cruz County Realtors
- 69. Contractors
- 70. Santa Cruz Together
- 71. Movement for Housing Justice
- 72. Tenant Sanctuary
- 73. Save Santa Cruz
- 74. Neighborly Santa Cruz

OTHER:

- 75. Event Santa Cruz
- 76. Historic Precedent
- 77. Art Comission
- 78. Sensible Transportation
- 79. Childcare Providers
- 80. RTC Bike committee
- 81. PW Commission
- 82. Bike SC County
- 83. Community Traffic Safety Coalition
- 84. Ecology Action
- 85. MIssion Pedestrian
- 86. SC Neighbors
- 87. Branciforte Action Committee
- 88. Harvey West Business Assn
- 89. Ocean St Extension Nbhd Assn
- 90. SC County Cycling Club

COMMUNITY:

- 91. UCSC Students
- 92. Children
- 93. Youth
- 94. Tourists
- 95. Bicyclists
- 96. Walkers
- 97. Dog Owners
- 98. Runners/joggers
- 99. Hispanic community
- 100. Seniors
- 101. Elderly
- 102. Santa Cruz City Schools
- 103. Private Schools
- 104. Historic Preservation
- 105. Event Space Users
- 106. Individuals experiencing Homelessness
- 107. Homless advocates
- 108. Drivers/parkers
- 109. Cyclists
- 110. Low income residents
- 111. Moderate income residents
- 112. Above Moderate income residents

STATE AGENCIES:

- 113. Cal Trans
- 114. Cal Fish and Wildlife
- 115. Cal Fire

LOCAL AGENCIES:

- 116. City Attorney
- 117. Housing Engagement
- 118. Public Works Dept
- 119. Parks and Rec Dept
- 120. Planning Dept
- 121. Economic Development Dept
- 122. City Council
- 123. Finance Department
- 124. Police Department
- 125. Fire Department
- 126. Public Works Comission
- 127. Regional Transportation Comission
- 128. Arts Comission
- 129. Historic Preservation Commission
- 130. Parks and Recreation Commission
- 131. Planning Commission
- 132. Transportation and Public Works Commission
- 133. Water Commission
- 134. Building Division

TRANSPORTATION:

- 135. Santa Cruz County Regional Transportation Comission Bike Committee
- 136. Santa Cruz County Regional Transportation Comission
- 137. CALTRANS
- 138. Campaign for Sustainable Transportation
- 139. Desal Alternatives
- 140. Religious Groups
- 141. Communities Organized for Relational Power and Action (COPA)
- 142. Churches/Religious groups as land owners
- 143. Labor Groups
- 144. IBEW
- 145. SEIU
- 146. Mid-Mgmt
- 147. Supervisors
- 148. POA
- 149. Temp-SEIU

- 150. IAF
- 151. Police Mgmt
- 152. Fire Mgmt
- 153. Construction Unions

## EXHIBIT A: INSURANCE REQUIREMENTS

**A. CERTIFICATE REQUIREMENTS**

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

1. Certificate(s) will show current policy number(s) and effective dates,
2. Coverage and policy limits will meet, or exceed, requirements below,
3. The Certificate Holder will be City of Santa Cruz, Risk Management, 877 Cedar St., Suite 100, Santa Cruz, CA 95060,
4. Certificate will be signed by an authorized representative,
5. An endorsement will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds.

**B. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by Consultant. Coverage will be at least as broad as:

1. **COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 PER OCCURRENCE**
  - 1.1.1. Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be at least twice the required occurrence limit.
2. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$2,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.**
  - 2.1.1. Consultant will maintain insurance appropriate to Consultant's profession; with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. 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 or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
3. **AUTOMOBILE LIABILITY:**
  - 3.1.1. Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
4. **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease. Must include a waiver of subrogation.**

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Santa Cruz requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

**C. OTHER INSURANCE PROVISIONS**

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

- **ADDITIONAL INSURED STATUS**

The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).

- **PRIMARY COVERAGE**  
For any claims related to this agreement, Consultant's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers will be excess of Consultant's insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**  
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- **WAIVER OF SUBROGATION**  
Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.
- **DEDUCTIBLES AND SELF-INSURED RETENTIONS**  
Any deductibles or self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- **ACCEPTABILITY OF INSURERS**  
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- **CLAIMS MADE POLICIES**  
If any of the required policies provide coverage on a claims-made basis:
  1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  3. 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.
- **VERIFICATION OF COVERAGE**  
Consultant will furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**D. SUBCONTRACTORS**

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

**E. SPECIAL RISKS/CIRCUMSTANCES**

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