



REQUEST FOR PROPOSALS

RFP # 3978

UPDATE OF THE COMMUNITY WILDFIRE PROTECTION PLAN

AND

PROGRAMMATIC ENVIRONMENTAL IMPACT REPORT

JULY 25, 2019

Submission Deadline

August 22, 2019

5:00 P.M.

SOLICITED BY:

City of Santa Barbara

Fire Department

Amber Anderson, Wildland Fire Specialist

925 Chapala Street, Santa Barbara, CA 93101

AAnderson@SantaBarbaraCA.gov

(805) 564-5702

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SECTION I – INTRODUCTION

The City of Santa Barbara (City) seeks proposals from qualified consultants to update an existing Community Wildfire Protection Plan (CWPP) and corresponding California Environmental Quality Act (CEQA) Programmatic Environmental Impact Report (PEIR). This update will be based on the current 2004 CWPP, adopted by City Council and known as the City of Santa Barbara Fire Department Wildland Fire Plan. The existing CWPP and PEIR can be located at:

https://www.santabarbaraca.gov/depts/fire/wildland/fire_plan/default.asp

The updated CWPP and PEIR will serve as a framework for a comprehensive long-term resiliency plan used to prioritize future wildfire hazard protection projects for the City of Santa Barbara and foster a collaborative approach with adjacent neighborhoods and jurisdictions. This update will enhance the current plan to identify and prioritize fuel reduction treatment and other wildfire hazard mitigation activities and provide a methodology for monitoring progress and accomplishments.

Both the CWPP and the PEIR will incorporate information and participation from City Staff as well as the consultant's analysis of ideas generated by statistical and data research, knowledge of existing conditions through site visits, and public outreach.

SECTION II - PROJECT LOCATION / BACKGROUND

The City of Santa Barbara is a Local Responsibility Area (LRA) located between the Pacific Ocean and the Santa Ynez Mountain Range in the southern portion of Santa Barbara County. It comprises an area of approximately 23 square miles with a year-round moderate climate and beautiful scenery. Santa Barbara is geographically situated facing primarily south, with a transverse mountain range, the Santa Ynez Mountains, rising to the north behind the City. A significant part of the range lies within the Los Padres National Forest or State Responsibility Areas (SRA) but all parcels in the City are Local Responsibility Areas (LRA). The City is primarily urban, densely populated, and is culturally and demographically diverse. Tourism is an integral component of the local economy. The population is just under 90,000 residents, but grows considerably during peak tourist seasons. The City is also located near three major colleges: The University of California Santa Barbara (UCSB), Santa Barbara City College, and Westmont College.

The City of Santa Barbara has a long history of wildfire, including the most recent 2017 Thomas Fire and resulting catastrophic debris flow on the City's eastern edge. Vegetation in the foothills and mountains to the north consists of scrub oak and native chaparral. Existing within the Wildland Urban Interface (WUI) are a large number of homes as well as businesses, hotels, schools, and City infrastructure. Climatic conditions include periodic low humidity and high winds, often generated in the valleys beyond the mountains and compressed as they blow through mountain passes. These combined conditions, known as "Sundowner" winds, create the potential for high velocity wind driven fires across the urban interface.

Due to these conditions, the 2004 Wildland Fire Plan describes WUI zones in specific High Fire Hazard Areas, encompassing approximately 4000 parcels. The 2004 Wildland Fire Plan identified four zones of varying threat levels: the Coastal Zone, Coastal Interior Zone, Foothill Zone, and Extreme Foothill Zone. There are State of California Very High Fire Hazard Severity Zones (VHFHSZ) located within the Foothill and Extreme Foothill Zones. Additionally, the two Foothill zones encompass the location of the Wildland Fire Suppression Assessment District (WFSAD), formed under California Government Code 50078 et seq. and Article XIID of the California Constitution. Assessments levied through the WFSAD support a portion of the wildfire mitigation programs

described in the CWPP and is renewed annually as required by law. Although located and affected by activities in two of the very high fire severity zones, the WFSAD is not a part of this project.

SECTION III GENERAL REQUIREMENTS

The Consultant is required to have experience in the preparation of CWPP's and demonstrates knowledge of the substantive and procedural requirements of CEQA. The most qualified bids will demonstrate expertise in analyzing environmental impacts resulting from the activities of a CWPP and extensive experience as the primary consultants responsible for preparing CEQA documents. The consulting contractor also agrees that any and all work product shall be deemed to be works-made-for-hire within the meaning of the copyright laws of the United States, and that the City shall own all rights, including, but not limited to, all copyright rights, in and to such work product.

1. The completion of the Scope of Work will require the formation of a consultant project team under the direction of a single project manager, who will work with City staff to complete the project.
2. The development of the CWPP and the PEIR will occur concurrently to the degree possible, comparing new data with the existing CWPP and PEIR.
3. The Consultant shall have no record of unsatisfactory performance.
4. The Consultant shall have the ability to maintain adequate records to satisfy statistical reporting requirements.
5. The Consultant shall have the administrative and fiscal capabilities to manage the contract and ensure an adequate audit trail.
6. The Consultant shall meet public presentation and stakeholder participation requirements outlined in this RFP.
7. The resulting CWPP shall conform to the Healthy Forests Restoration Act (HFRA) and all state and local guidelines.
8. The EIR shall meet all of the requirements set forth in CEQA (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code Regulations, Section 15000 et seq.).
9. Identified impacts shall be designated as significant or insignificant pursuant to the criteria of CEQA, the State CEQA Guidelines, and the City CEQA guidelines. Indirect or secondary impacts of the CWPP shall also be discussed and mitigation measures recommended.
10. The Consultant shall complete the required CWPP and environmental review by February 1, 2021, to meet the grant deadline for acceptance of March 15, 2021.

The Consultant shall consult with key staff before beginning work and at various times throughout the life of this project to assure that local knowledge, issues, and concerns are addressed in the final CWPP and PIER. The records of our consultations will become part of the final project record.

SECTION IV - SCOPE OF WORK

Task 1: REVIEW EXISTING INFORMATION

The Consultant shall review and evaluate relevant policy, planning, and management documents in order to set the foundation for developing an understanding of local fire history, current high fire hazard area risk reduction practices, environmental setting, and current policies in order to identify critical data gaps, if any, necessary to support the CWPP and PIER. City staff shall provide documents to the Consultant as needed.

1. **Review existing information.** This includes attachments to the request for proposals, along

with data from local, state, and federal sources. This review includes, but is not limited to:

- All items identified in this RFP;
- The 2004 Wildland Fire Plan and existing Programmatic EIR;
- The 2014 Santa Barbara Evacuation Procedures Analysis (Dudek Report);
- The 2015 California Department of Fish and Wildlife, Streambed Alteration Agreement for the City Assessment District Vegetation Treatment Project;
- The 2016 UCSB BREN School study: *Assessing the Effectiveness of Fire Management Strategies in the Wildland Urban Interface: A City of Santa Barbara Case Study*¹;
- The 2019 Wildland Fire Suppression Assessment District - Engineer's Report; The City of Santa Barbara, General Plan, Safety Element;
- The City of Santa Barbara Fire Department Multi-Hazard Mitigation Plan (MHMP);
- The City of Santa Barbara Hazard Identification and Risk Assessment Plan (Annex to the MHMP);
- Santa Barbara Fire Department Emergency Management Plan;
- California State Building and Fire Codes;
- The City of Santa Barbara Municipal Code, particularly Title 8, Chapter 8.04;
- The CAL FIRE 2018 Strategic Fire Plan for California;
- The 2019 American Planning Association Planning the Wildland-Urban Interface Report;
- Firefighting capabilities of the City Fire Department and surrounding agencies;
- Existing mutual aid agreements;
- City and local environmental documents;
- Neighboring community wildfire related documents;
- Current national standards, and past fire suppression and vegetation management policy and practices.

2. **Review the City digital map database.** The Consultant shall review the City's digital map database for relevant baseline information including, but not limited to, project boundary, landownership, open spaces, land uses/zoning, infrastructure, topography, aerial and Lidar imaging, historical/archaeological sites (if available), existing and/or proposed and mapped fuel treatments, City pre-fire planning maps, and natural resources. This data shall be provided to the Consultant by City of Santa Barbara Fire Department and/or Planning Department staff, as needed.

Task 2: CONDUCT HAZARD AND RISK ANALYSES

The Consultant shall conduct a hazard and risk analysis that will form the basis for the CWPP. The analysis shall include the following, at a minimum:

1. Coordination with the City Regarding Software and Analytical Tools

- a. The Consultant and City staff will work with a qualified Fire Behavior Analysts to develop an analytical approach that meets the long-term planning needs of the City and the CWPP.
- b. The Consultant will use fire behavior modeling programs to meet the requirements of the RFP. Analysis tools will be used to evaluate existing fire potential and to measure change in potential fire behavior from recommended fuel management treatments.

¹ MucCutcheon, Sarah; Matos, Juliana; Alegria, Nico. (2016) BREN School, University of California Santa Barbara

- c. Data obtained from sources, such as the Landscape Fire and Resource Management Planning Tools Project (LANDFIRE <https://www.landfire.gov>) and/or the Wildland Decision Support System program (WFDSS https://wfdss.usgs.gov/wfdss/wfdss_home.shtml), will be used to capture fuel and topography conditions within and adjacent to the community.
- d. Field verification of data will occur and, if necessary, corrections will be made to the data as appropriate.
- e. Historic weather data available from the Weather Information Management Systems (WIMS) for the City of Santa Barbara Remote Automated Weather Stations (RAWS) and/or other local RAWS will be used to evaluate critical fire weather thresholds for the community using Fire Family Plus (<https://www.firelab.org/project/firefamilyplus>). This weather data will be used as input into the fire modeling programs.
- f. The consultant will use the latest version of Environmental Systems Research Institute, Inc. (ESRI) ArcGIS to ensure that the end product is compatible with software used by the City and stakeholders.
- g. ESRI ArcGIS will be used to analyze all fire model outputs. The consultant will use the following to evaluate fire risk and fire potential within the agreed upon analysis area:
 - I. Model outputs
 - II. Wildfire ignition history illustrated by spatial data
 - III. Large fire history

2. Develop a Hazard Assessment and Defensibility Analysis

The Consultant will use a variety of the most current science-based modeling tools and data sources to complete a hazard assessment and defensibility analysis using factors such as vegetation, topography, and weather. Both FARSITE and FlamMap are examples of such modeling tools, but software with equivalent or greater capability is acceptable. The software must include a strong offshore or Sundowner wind scenario to complete the hazard assessment. Weather data from recent large wildfires adjacent to the City should be used to model fire potential under Sundowner conditions. Fire Behavior Analysts and City staff will validate all outputs from our models to ensure accuracy.

- a. Identify areas with high probabilities of wildfire ignition.
- b. Describe potential fire spread.
- c. Describe wildfire protection capabilities, access and fire support infrastructure, and the potential for conflagration including:
 - I. Evaluate the ability of the City to mobilize an appropriate wildfire response based on the existing capacities the Fire Department.
 - II. Evaluate fire cooperative agreements used to augment the capabilities of the City's fire suppression resources.
 - III. Evaluate existing roadways for access. Specifically access issues for fire apparatus. Access is an issue for fire equipment in many areas of the City's WUI and must be evaluated in the analysis using:
 - Available transportation data
 - Outputs from fire models

- Site visits
- Analysis of fire history
- Input from key City staff

- d. Determine fire's run damage potential expressed in the number of structures that need defensive action or structures potentially lost from wildfire in several key areas identified by the City. The analysis shall be based on GIS data for housing and infrastructure, temporal fire spread outputs from the modeling software, and weather scenarios agreed upon by the City and will identify:
- I. Potential fire size (acres)
 - II. Fire spread (feet per hour)
 - III. Fire intensity (BTU's per square foot or kw /M²)
 - IV. Flame lengths (expressed in feet).

Input from City staff and historic fire data will be used to validate the findings of this analysis.

- e. Evaluate the potential impacts of ember cast and exposure zones on the community using the "Spotting" function of the modeling software. Spotting outputs overlaid on maps will determine where ember cast has the greatest potential to ignite new fires that could threaten values at risk in the City.
- f. Validate existing fuel conditions and modeled fire potential using our Fire Behavior Analysts' input and input from key City staff. Where inconsistencies may exist and data does not reflect actual field conditions, edits to the data will be made to appropriately represent the existing wildfire environment in the City.
- g. Evaluate how climate change will impact fuel conditions, wildfire ignition, and fire spread in terms of frequency, severity, and threat to the community.

3. Conduct Community Risk Assessment

- a. The Consultant shall conduct a comprehensive science-based community risk assessment that identifies locations and values at risk (life, property, natural and economic resources) within the City that are most vulnerable to wildfire based on a number of variables including, but not limited to:
- Fire History
 - Population / Demographics
 - Property / Natural & Built Resources
 - Critical Facilities / Infrastructure
 - Roof Type
 - Building Materials
 - Proximity of Structures
 - Defensible Space
 - Water Supply
 - Fire Response Times

- Roads / Access (including driveways, and addressing)
- b. The assessment shall identify the following risks:
 - I. Risk of fire ignitions
 - II. Risks to people, animals, property and infrastructure
 - III. Risk to natural resources (biological, cultural/historic, and visual resources, creeks, air quality, drainage and flood control)
 - IV. Risk to economic resources
- c. The assessment shall identify and evaluate the need, feasibility, potential, and/or capability of:
 - I. Existing and planned vegetation management areas
 - II. Safety zones for firefighter safety
 - III. Helispot or Helibase sites
 - IV. Staging areas
 - V. Safe refuge areas
 - VI. Neighborhood survival areas
 - VII. Shelter in place locations
 - VIII. Local preparedness

4. Evaluate Current Mitigation Programs

The Consultant shall provide an evaluation of existing programs.

- a. *Hazard Abatement.* Evaluate the current programs for overall effectiveness in addressing wildfire hazard and risk in the community including:
 - I. Defensible space
 - II. Vegetation road clearance
 - III. Vegetation management
 - IV. Chipping services
 - V. Direct public assistance, including defensible space evaluations
 - VI. Code enforcement
- b. *Public Education.* Evaluate that existing public education program and public outreach messaging techniques include the Whole Community Principles of:
 - I. Understanding and meeting the actual needs of the whole community, including those with Disabilities, Access and Functional Needs, and non-English community
 - II. Engage and empower all parts of the community
 - III. Strengthen what works well in the communities on a daily basis.
- c. *Evacuation.* Evaluate wildfire preparedness and the readiness of the City's ability to implement and sustain evacuations in the event of wildfire.

- d. *Infrastructure and Hardening strategies.* Evaluate infrastructure (vital water supply facilities, pump houses/stations, electrical utility installations) and existing properties for vulnerabilities, particularly with the effectiveness of structure “hardening” practices (using current science-based techniques, materials, and new construction requirements of California Residential Code Chapter 7A and local amendments)
- e. *Code Adoption.* Evaluate City amendments to Chapter 49 of the California Fire Code (SB Municipal Code 8.04 et seq.), as code based mitigation strategies.
- f. *Development.* Evaluate the effectiveness of the City’s existing General Plan policies regarding development in WUI areas within the jurisdiction.

5. Establish a Series of Community Based Maps

The Consultant shall produce a series of maps compatible with City software to be included in the CWPP that clearly communicate the concepts and findings with the public and stakeholders. Working with staff, the consultant will assist the City to:

- a. Define the City’s Wildland Urban Interface (WUI).
- b. Define and display adjacent jurisdiction’s WUI areas.
- c. Define hazard severity categories as zones.
- d. Develop sensitive habitat and cultural/historic resource maps in conjunction with the PEIR.
- e. Based on the completion of the hazard and risk analysis, the Consultant shall produce maps, and associated layers, depicting the results, including, but not limited, to:
 - I. Base data (vegetation types, density, slopes, fire history, inhabited areas, infrastructure, etc.)
 - II. Fire spread modeling under multiple spatial and weather scenarios
 - III. Ember exposure zones
 - IV. Vegetation management project areas
 - V. Potential evacuation routes
 - VI. Community-specific recommendations

Task 3: DEVELOP & IMPLEMENT A PUBLIC INVOLVEMENT STRATEGY

The development of this CWPP and PEIR is a collaborative effort that will involve multiple City divisions from several Departments. Implementation of the plan will require a commitment from City leaders as well as the various departments affected. In addition, potential stakeholders include residents of the area, nearby public agencies, and organized groups.

1. *Project Team.* The City has identified a Working Group comprised mainly of City staff managers responsible for providing input and guidance at key deliverables of the project. The Consultant shall assist in further identifying members of, and officially establishing a Development Team comprised of City staff who will participate in all stages of the project including defining the community outreach process. The Consultant shall also work closely with the Working Group and Development Team through each stage of the project.
2. *Outreach.* The Consultant shall be responsible for the creation of a project-related

website/social-media site to keep stakeholders informed on the progress and status of the CWPP/PEIR planning process and to collect input.

Information on the project (including public meetings, workshops, draft documents, etc.) will be disseminated through multiple outlets (press releases, public notices, websites, social media) with the support, guidance, and approval of the Working Group.

3. *Workshops.* With the assistance of the City, the Consultant shall conduct a series of stakeholder workshops with the fire agencies/cooperators, government agencies, and community stakeholders listed further in this section. The Consultant will prepare summary notes from each workshop with the potential to be included as an appendix to the CWPP.
 - a. A minimum of one (1) workshop shall occur within one month after the initial wildfire hazard and risk analyses is completed in Task 2 (before the CWPP is prepared)

The intent of this workshop will be to provide a forum where interested parties can work together, build consensus, and create solutions to the existing wildfire problem while meeting the requirements of the Healthy Forest Restoration Act. The format of presentations will be informal and interactive providing attendees with information on our approach, the CWPP planning process, and the tools used in our analyses while offering them opportunity to validate the initial analyses and provide input into the development of risk and hazard mitigation strategies.
 - b. A minimum of one (1) stakeholder meeting/workshop shall be conducted prior to release of the public Draft CWPP and PEIR and one (1) following the release of the public Draft CWPP and PEIR.

The first portion of these meetings / workshops will be formal, and include a presentation designed to educate stakeholders on the development of the draft CWPP/PIER, outreach activities, results of final analyses, and introduction of the draft plans. The second portion of these workshops will be more interactive, where stakeholders can ask questions, voice concerns, and provide input for the final CWPP.

For the purposes of the proposal, assume up to two (2) workshops prior to preparing for the plan (Task 3.a.) and four (4) after the release of the Draft CWPP (Task 3.b.) with the potential for more or less dependent on community needs.

Potential stakeholders who should be notified of public meetings about this plan include, but are not limited to:

1. Fire agencies / Cooperators

- Los Padres National Forest, Santa Barbara Ranger District
- Cal Fire
- Santa Barbara County Fire
- Santa Barbara City Fire
- City and County Office of Emergency Services
- Montecito Fire Protection District
- Santa Barbara County Fire Safe Council

2. Government Agencies and Staff

- Mayor and City Council
- Santa Barbara City Planning Commission

- Police and Fire Commission
- The California Coastal Commission
- City Administration
 - Finance, General Services
- City Community Development Department
 - Long Range Planning, Development Review, Land Development Team, Building Division, Zoning
- City Parks and Recreation
- City Public Works
 - Transportation, Engineering, Water Resources, Streets, Environmental Services
- Law Enforcement
 - City Police Department
 - Santa Barbara County Sherriff
 - California Highway Patrol

3. Community Stakeholders

- Homeowner Groups and unaffiliated residents of affected areas
- Southern California Edison
- Southern California Gas
- Santa Barbara School District
- Independent Living Resources Center
- Chumash Tribes
- Santa Barbara Mission
- Museum of Natural History
- Botanical Gardens
- Environmental Defense Center
- Urban Creeks Council
- Forest Watch
- Wildlife Rescue
- Equine Rescue
- Audubon Society
- Santa Barbara Contractors Association
- Santa Barbara American Institute of Architects (AIA Santa Barbara)
- Landscape Architects and Contractors
- University of California – Santa Barbara BREN School of Environmental Science
- Community Environmental Council
- Riviera Park and tenants
- Belmond El Encanto Hotel

Task 4. PREPARE THE CWPP

The Consultant shall develop a CWPP based on information acquired and the results of analyses performed in Tasks 1-3 above and be responsive to the concurrent PEIR. The plan shall:

1. Provide Risk/Hazard Assessment

- a. Define the Area Affected
 - I. Including demographics, location, topography, climate
- b. Define the Problem
 - I. Including current fire protection, fire history, description of wildland urban interface
- c. Define the Values to be protected
 - I. Identify, assess and prioritize significant community values (economic, infrastructure, ecological, social) that would be severely impacted by wildfire
- d. Assessment of Hazard and Defensibility (Task 2.2)
- e. Assessment of Community Risk (Task 2.3)
- f. Assessment of Preparedness, Capability and Mitigation (Task 2.4)

2. Prepare an Action Plan

The CWPP's action plan components will include community preparedness, wildfire response preparedness, and the identification and prioritization of fuel treatment locations and prescriptions. These components will balance the need for the protection of homes with the impacts on natural and historic/cultural resource concerns. Specifically:

- a. Provide a fuels mitigation strategy. Identify and prioritize critical locations within and immediately adjacent to the City of Santa Barbara for hazardous fuel reduction treatments including a demonstration how the implementation of fuel treatment can reduce fire intensity by modeling fire behavior pre and post treatment that are in line with community and environmental values.
- b. Propose strategies to improve or augment the City's community education efforts in wildfire preparedness and evacuation, based on the evaluation above.
 - I. Such strategies may include developing effective public outreach and education materials for use in public meetings, community events, and on the City's website. These educational materials will provide the City with tools to effectively communicate to City of Santa Barbara's residences their responsibility and the importance of their engagement in wildfire preparedness.
- c. Using structural hardening, home ignition zone principles (e.g. Firewise), and current data on structural ignition in wildfires, propose options for enhanced protection and reduced structural ignitability of new and existing homes as possible local amendments to California Building, Fire and Residential Codes.
- d. Post-Fire Resiliency. Develop strategies for future resiliency for residents, structures, and infrastructure in the event of wildfire.
 - I. Post fire recovery
 - II. Long term resiliency of the community

Task 5: Prepare Programmatic EIR

As a part of and concurrent with the CWPP, this RFP seeks qualified consulting firms to prepare an Initial Study and Program Environmental Impact Report (PEIR) in compliance with the California Environmental Quality Act (“CEQA”) and CEQA Guidelines to analyze the potential environmental impacts related to wildland fire mitigation in the project area. The consultant will initiate environmental review by evaluating use of the existing PEIR as the initial draft document of the new PEIR under California Code of Regulations. The PEIR will be the overarching environmental document for achieving the goals of the CWPP while complying with CEQA. As such, the PEIR and the CWPP share many of the goals and deadlines of this RFP. The timelines for the PEIR will therefore be overlapping with the CWPP except as necessary for additional stakeholder outreach and other potential conflicts.

It is incumbent upon the Consultant to propose a process and timelines to ensure the CWPP and PEIR are completed by February 1, 2021. Proposals should address the following provisions.

1. General Scope

Based on strategies developed in the CWPP and on the environmental analysis in the existing PEIR, associated technical documents, and Initial Study Environmental Checklist Form, the Consultant will evaluate the CWPP under development for potential environmental impacts related to environmental resources or issue areas.

Consultant assistance under this portion of the RFP includes the following. The scope of work will assume a new EIR.

- a. Evaluate how the PEIR prepared for the 2004 CWPP may meet the requirements to apply to the updated CWPP CEQA Guidelines tiering provisions (e.g., with EIR supplement or addendum), or by incorporation by reference in a new document, and identify CEQA determination options for City consideration.
- b. Review existing (list) available studies and documentation, and prepare the draft Initial Study for City approval and City determination of the type of CEQA document to be prepared
- c. Identify refined CEQA document scope of analysis and alternatives to be evaluated in consultation with City staff; prepare Notice of Preparation/Notice of Scoping Hearing and participate in the public scoping hearing at Planning Commission, and consideration with staff of any scope of work adjustments in response to comments received
- d. Prepare all or portions of the administrative draft PEIR;
- e. Prepare the public review draft PEIR, and participate in the public comment hearing at Planning Commission during the public review period.
- f. Prepare the administrative Final PEIR and Response to Comments received on the public review draft PEIR,
- g. Prepare the Final EIR,
- h. Prepare CEQA findings, Notice of Determination (NOD), and Mitigation Monitoring and

Reporting Program.

Other activities, as necessary, may include, but are not limited to, the following: organizing, attending and/or speaking at public meetings; preparing or assisting with the preparation of a mitigation monitoring and reporting plan; assisting with finalizing the PEIR document; and other associated tasks as necessary.

2. Qualifications

Persons or firms proposing to bid on this RFP must be qualified, experienced, and competent in providing a range of environmental analysis services within established time frames and budgets. The Consultants are required to have, and be able to demonstrate, knowledge of the substantive and procedural requirements of CEQA, extensive experience as the primary consultants responsible for preparing CEQA documents; and be fully qualified for technical impact analysis. The most qualified bids will demonstrate expertise in analyzing environmental impacts resulting from a variety of different types of wildland fire and vegetation management programs in environmentally sensitive areas.

3. Experience

Specifically, the Consultant team should be experienced and familiar with the following:

- a. The existing PEIR adopted under the 2004 Wildland Fire Plan CWPP.
- b. CEQA-related statutes in the Public Resources Code (§21000, et seq.), especially amendments to the Public Resources Code that have occurred within the last three years.
- c. The 2019 CEQA California Environmental Quality Act Statutes Guidelines; California Code of Regulations (CCR's), §15000, et seq.), especially sections related to preparing EIRs (§§15120 – 15132); preparation of a PEIR (§15168); and amendments to the CEQA Guidelines that have occurred within the last three years
- d. Latest CEQA case law
- e. Federal and California laws and regulations pertaining to environmental regulation of wildland vegetation management and defensible space
- f. Impacts to applicable environmental topics on the CEQA environmental checklist found in Appendix G of the CEQA Guidelines, including, but not limited to the following:
 - Aesthetics
 - Agriculture and forestry resources
 - Air quality associated with vegetation management and other project related work
 - Biological resources
 - Cultural resources
 - Energy Conservation
 - Geology and soils, including geological hazards such as seismic, landslides,

- debris flows, and subsidence
- Greenhouse gas emissions, including use of equipment, balanced against the reduced potential for black carbon emissions from burning wildfire
- Hazards and hazardous materials (health hazards and toxic material)
- Hydrology and water quality
- Land use planning and any potential conflicts with the City's General Plan
- Noise
- Population and housing
- Public services including potential impacts on the availability of fire, police, school, or park services
- Recreation
- Transportation
- Tribal cultural resources
- Utility and service systems
- Wildfire

4. Program EIR Scope of Analysis

- a. Program EIR Objectives. The Program EIR should be user-friendly, understandable to the lay reader; legally defensible per CEQA provisions and case law; and useful for tiering subsequent CEQA documents. The impact analysis must be supported by technical analysis by qualified individuals.
- b. Program EIR Content: The EIR will include Table of Contents; Introduction (purpose; process; standards for adequacy); Project Description (summary of CWPP) and Project Objectives (important for consideration of alternatives to the CWPP); Setting (overview of physical environment and jurisdictional setting); Other Plans and Policies Discussion; Impact Analysis (for each impact topic: impact significance guidelines; concise summaries of analyses for long-term impacts, short-term impacts, and cumulative impacts; mitigation measures such as refinements to policies, additional programs, or standard conditions for implementation activities, and including as discussion of feasibility as applicable; residual impact); Alternatives Analysis (No Project Alternative, and other alternate policy, program, and location options that could reduce one or more significant impacts, with comparative evaluation of impacts as similar, less, or more than for the project); and other required EIR components (growth-inducing impacts; irreversible changes; summary of impacts determined not significant; organizations and persons consulted; document preparers; technical appendices); and for Final EIR, public comments received, responses to significant environmental points; and revisions to the Draft EIR.
- c. Impact Topics. It is anticipated that the CEQA document will focus on environmental impacts associated with air quality and climate change; erosion/sedimentation; biological resources; visual resources; archaeological and tribal cultural resources; public safety related to fire hazard; transportation; and solid waste. Other topics

identified in CEQA Appendix G would be covered in the Initial Study. This list will be refined as needed based on the CWPP, Initial Study, and Scoping process.

Section V – DELIVERABLES

The deadline for completion of the CWPP and environmental review is February 1, 2021 for submission to Cal Fire before March 15, 2021.

Total funding for this RFP will be a maximum of \$310,000 from the start of the contract through February 1, 2021. The contract will be valid for that time period with no option to extend. The intent of this RFP is to contract with knowledgeable and experienced Wildland and CEQA Consultant(s) for assistance preparing the CWPP and PEIR. The actual contract amount for the Consultant selected will be based on the cost proposal included as part of the Consultant's proposal. Consultants will be reimbursed on a Time and Materials (T&M) basis for work performed against the contract or specified tasks.

1) Consultant:

- a. The selected Consultant is to begin work immediately upon agreement with the City and finalize a schedule of dates for completion of the following, subject to staff review:
 - i. Initial and subsequent meetings with City staff
 - ii. Establishment of the final Consultant team for the project
 - iii. Establishment of the project website/social media site
 - iv. Notification of preparation of the CWPP and PEIR
 - v. All stakeholder meetings, site visits, and releases of public drafts
 - vi. Initial drafts of the CWPP and PEIR
 - vii. Final drafts of the CWPP and PEIR
 - viii. Completion date
- b. The Consultant, adhering to the timelines for compliance with CEQA and the creation of the CWPP, will:
 - i. Keep City staff informed of the progress of the CWPP and PEIR
 - ii. Provide accurate invoices for work performed
 - iii. Participate in the required stakeholder meetings
 - iv. Maintain the project website/social media sites
 - v. With City staff, participate in City Council and other necessary governmental meetings and be available for question & answers. It is anticipated that at least one Planning Commission and one City Council meeting will be required.
 - vi. Deliver completed drafts of both the CWPP and PEIR on or before February 1, 2021.

2) City:

- a. City staff will facilitate and review the consultant's work in a timely manner and will:
 - i. Provide information, reference documents, and guidance relating to the history of the City WUI
 - ii. Facilitate and participate in stakeholder meetings
 - iii. Accompany the consultant on site visits to the selected areas involved in the CWPP

- iv. Process the consultant's invoices through the City purchasing process
- v. Review and provide comments on administrative and final drafts of the CWPP and PEIR
- vi. Conduct Planning Commission and City Council hearings to adopt the CWPP and certify environmental review (after the contract completion date)

SECTION VI - PROPOSAL FORMAT AND EVALUATION PROCESS

1. Proposal Format

The Consultant's proposal package shall be submitted in the format outlined below:

- a. Introduction
 - i. Applicant or Company Name, year established, type of organization, size, professional registration and affiliations, website/social media if applicable.
 - ii. Names and qualifications of personnel to be assigned to this project, including an organization chart showing the relationships between all key personnel and the support staff assigned to the Project, the proposed responsibilities of each person assigned to the project, and brief résumés that highlight special qualifications relevant to the required tasks.
 - iii. Qualifications of consultants, and subcontractors (to be approved by the City), if appropriate.
 - iv. A description of the firm's capabilities and work experience from recent similar projects.
 - v. Provide at least three (3) professional references from above referenced projects, including name, address, and phone number of individual to contact for referral; high level outline and scope of these projects and whether projects were completed on-time and within budget.
- b. Understanding of and Approach to the Project
 - i. Summary of approach to be taken including the methodology to be used to meet the objectives of the scope of work.
 - ii. Identify any supplemental tasks and/or changes to the scope of work deemed necessary and/or alternatives which may reduce costs or expedite delivery.
 - iii. Description of any outside organizations, municipalities, and/or individuals that would be part of the project collaboration, alignment, and input
 - iv. Description of the individual/organization and staffing to be used for the project, including name, title, and contact information for person to whom correspondence should be directed.
 - v. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
- c. Work Schedule
 - i. Based on the Deliverables described above, propose a schedule for work or timeline for completion of the Scope of Work, including the project's major milestones, with the goal of completing the project by February 1, 2021.
- d. Cost Proposal

- i. Consultant Firm's Rate Schedule for the duration of the contract
- ii. Consultant Firm's total cost to perform the work in its entirety including a breakdown of the costs for each individual work task.
- iii. Listing of any other costs charged by the firm in providing consultant services, including travel costs, mailing costs, and any other direct or indirect costs associated with performing the required services, and the costs associated with any proposed sub-consultants.
- iv. Costs should include hours and staff assignments for each task. The estimate should include the costs for all administrative and materials costs. Please describe all assumptions and appropriate contingencies.

2. Evaluation Process

Proposals must fully address the requirements of this Request for Proposals, including sufficient information to verify that proposers possess the qualifications and experience necessary to provide responsive and professional services on behalf of the City.

Proposals will be evaluated in accordance with the following criteria:

- a. Quality of Proposal;
- b. Quality of organization and experience of individuals to be assigned to perform the required services;
- c. Demonstrated success in providing services of a similar nature in a similar context/setting;
- d. Cost.

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. Additionally, the City may seek clarification or additional information from proposers. This RFP does not commit the City to award an agreement or to pay any costs incurred in the preparation of a response to the RFP.

After consideration of the criteria set forth above, if it is determined that a proposal submitted under this request is the best service delivery model, award will be made to the proposer. The City will not be obligated to accept the lowest priced proposal but will make an award in the best interests of the City after all proposals have been evaluated.

SECTION VII – SUBMITTAL INFORMATION

1. Proposal Submittal Information

All proposals must be in conformance with City of Santa Barbara purchasing guidelines and received no later than 5:00 PM, August 22, 2019.

Late proposals will not be considered under any circumstances.

5 bound copies and one (1) electronic copy should be submitted. Envelopes should be clearly marked **RFP No. 3978-CWPP/PIER**, sealed and delivered to:

City of Santa Barbara
Fire Prevention Bureau
c/o Amber Anderson, Wildland Fire Specialist
925 Chapala Street

Santa Barbara, CA 93101
AAnderson@SantaBarbaraCA.gov

2. Anticipated Schedule of Events

The following information is provided as a general timeline which may be amended under mutual agreement by the Consultant and City prior to bid acceptance and updated by approval of the City as necessary.

RFP Released	July 25, 2019
Questions and Answers Due	August 8, 2019
Q&A Conference Call	August 13, 2019 at 10:00 am PST
Proposal Due Date	August 22, 2019 at 5:00 pm PST
Evaluation of Proposals	August 26-29, 2019
Oral Interviews/Presentations to the Selection Panel	TBD
Contract Review & Negotiation with Finalist	Week of September 9, 2019
Award of Contract	September 22, 2019
Contract Start Date	Immediately thereafter
Contract Completion Date	February 1, 2021

3. Questions

All questions must be submitted in writing by email only to:

Amber Anderson, Wildland Fire Specialist
City of Santa Barbara Fire Department
AAnderson@SantaBarbaraCA.gov

Proposers shall not contact any other City staff members.

All questions submitted in writing to Amber Anderson before August 8th, 2019 will be answered in an addendum if they result in a change to the scope, clarification or budget.

There will be a follow-up Question & Answer WebEx to address Questions and & Answers submitted on August 13, 2019 at 10:00 am PST. For participation in the WebEx, contact Amber Anderson at (805) 564-5720 or email AAnderson@SantaBarbaraCA.gov. Supplemental information not resulting in addenda from such questions will be posted as a question and answer document for all Proposers to review.

Appendix I. Sample City Contract

SANTA BARBARA CITY AGREEMENT NO. _____

With

CONSULTANTS FIRM for **Community Wildfire Protection Plan & Programmatic Environmental Impact Report**

This Contract is entered into on _____ by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the “City,”

and,

_____ **CONSULTANTS FIRM**, a California Corporation, referred to herein as the “Contractor,”

WITNESS:

WHEREAS, this contract includes the following attached exhibits:

- Exhibit A -- scope of services; personnel; rates and schedule of payments; time and schedule of performance;
- Exhibit B -- Contractor’s Nondiscriminatory Employment Certificate;
- Exhibit C -- Contractor’s Living Wage Certificate;
- Exhibit D -- Insurance Requirements;

WHEREAS, Contractor has the special background, training and experience required by City, and in consideration of the mutual covenants, conditions, promises and agreements, herein, the City and Contractor AGREE:

1. SCOPE OF CONTRACTOR SERVICES

a. Contractor agrees to prepare a **Community Wildfire Protection Plan and Programmatic Environmental Impact Report** as described in scope of services included in the attached Exhibit A.

b. Contractor’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor’s profession currently practicing under similar conditions. Contractor shall comply with all applicable federal, state, and local laws relating to this scope of work. Whenever the scope of work requires or permits approval by the City, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance by the City of any professional or other responsibility for the work. Such approval does not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors. By delivery of completed work, Contractor affirms that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

c. The City has been advised and enters into this Contract understanding that _____, has been designated the project manager for **CONSULTANTS FIRM**, and that the Project Manager will have direct responsibility for interacting with City staff and delivering Contractor's services to the City under this Contract. Contractor shall not substitute nor otherwise allow any other person to serve in place of the Project Manager without the written consent of the Department Head, who shall have sole discretion as to whether the proposed substitution is acceptable. Should Contractor substitute or allow any unauthorized person to serve as project manager, Contractor shall have no right to any monies for services provided by that unauthorized person and City shall also have the right to immediately terminate this Contract.

2. COMPENSATION

a. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of \$XXXX without the express written approval of City Council of the City of Santa Barbara. The basic contract is for \$XXXX and the total that may be claimed for Extra Services under Section 3 of this Contract shall not exceed. This Contract provides the exclusive means of payment and reimbursement \$XXXX for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by the Department Head, **Eric Nickel**.

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

g. If this agreement exceeds \$10,000, the performance and payments under it, and the parties to it may be subject to examination and audit by the California State Auditor pursuant to California Government Code § 8546.7 for three years following final payment under the Agreement.

3. EXTRA SERVICES OF CONTRACTOR

Prior to performing any services other than those described in Exhibit A ("Extra Services"), Contractor shall submit a written request for Extra Services and obtain the written approval of the Department Head or his/her designee. The request for Extra Services shall at minimum include a description of the services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the proposed Extra Services, and a not-to-exceed amount for performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately.

4. TIME OF BEGINNING AND COMPLETION

Services shall begin upon full execution of this Contract by the City, and delivery of a fully executed copy of the Contract to the Contractor. Contractor shall adhere to schedules and deadlines agreed to by City and Contractor shown in Exhibit A. Contractor's failure to complete the above services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this Contract. Contractor shall review the remaining work and schedule of performance at least monthly and shall confirm that completion may be expected within the schedule approved, or in the alternative, give immediate notice when it shall first appear that the approved schedule will not be sufficient, together with an explanation for any projected delays in the schedule. No extension of time to complete any portion of the services called for in the Contract shall be allowed except upon the express, written approval of the Department Head. Contractor shall request, in writing, a time extension for approval by City, promptly upon the occurrence of any action causing delay in Contractor's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for a time extension.

5. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Contractor pursuant to this Contract shall become the property of City upon full and complete compensation to Contractor for services performed herein. Contractor will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Contractor may retain copies of said documents for Contractor's file. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

6. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet or transfer any right, privilege or interest in this Contract, or any part thereof, without prior written consent of City. Contractor shall not substitute personnel designated in the proposal of Contractor without the written consent of City.

7. OFFICIAL NOTICES

Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this Contract. A party may change mailing address for all purposes under this Contract, by written notice.

8. DEFENSE, INDEMNITY AND HOLD HARMLESS

a. To the fullest extent permitted by law, the Contractor will (1) immediately defend, and (2) indemnify the City, and its council, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

b. The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor is obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its council, officers, and employees, immediately upon tender to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend the City or its council, officers, and employees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel approved by the City if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability was caused by the sole negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance, or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations.

d. This Section 8 survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

9. INSURANCE REQUIREMENTS

a. Contractor will provide insurance as specified in Exhibit D.

b. Contractor will immediately report (as soon as feasible, but not more than 24 hours) to the City's Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Contract. If required by the City's Risk Manager, the report will be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

10. TERMINATION

a. The City may terminate or abandon any portion or all of the work by giving ten days written notice to Contractor. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City will pay Contractor for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City and Contractor for the portion of work completed in conformance with this contract before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City will not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

b. Contractor, if Contractor is not in default or breach, may terminate Contractor's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City, which default has not been cured within thirty days following the written notice to the City of the default.

11. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this Contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Contract.

12. CONFLICT OF INTERESTS

a. Contractor warrants by execution of this Contract that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Contract. Contractor further agrees that during the term of this Contract, Contractor will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Contract.

b. Contractor will not make or participate in making or in any way attempt to use Contractor's position to influence a governmental decision in which Contractor knows or has reason to know Contractor has a direct or indirect financial interest other than the compensation promised by this contract. Contractor will not have such interest during the term of this contract. Contractor will immediately advise the City if Contractor learns of such a financial interest of Contractor's during the term of this contract. If Contractor's participation in another City project would create an actual or potential conflict of interest, in the opinion of the City, the City may disqualify Contractor from participation in such other project.

13. ADMINISTRATION OF EMPLOYMENT

Contractor shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

14. BUSINESS TAX CERTIFICATE

Prior to the execution of the Contract, Contractor shall obtain a business tax certificate from the City at Contractor's expense. Contractor shall maintain a business tax certificate as required by the City Finance Director during the term of this Contract.

15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

16. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Contract and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

17. NON-DISCRIMINATION ORDINANCE

Contractor shall perform all work pursuant to this Contract in compliance with Section 9.126.020 of the Santa Barbara Municipal Code (a copy of which is attached as Exhibit B), prohibiting unlawful discrimination in employment practices, and shall be bound by the terms of such ordinance.

18. CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE

a. Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to the City. In the performance of this Agreement, Contractor and any subcontractor, agent, or assignee of Contractor under this Agreement shall comply with the provisions of Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

b. Current Living Wage Certificates on forms supplied by the City shall be completed by Contractor, submitted to City prior to execution of this Contract by City, and attached as Exhibit C. Contractor shall require any and all subcontractors and all tiers of such subcontractors to provide Living Wage Certificates as required by Santa Barbara Municipal Code Chapter 9.128.

19. WORKPLACE CONDUCT

Contractor and Contractor's officers, employees, agents and subcontractors, while on City property or interacting with City officers, employees, contractors, or agents, will comply with the City's policies, rules, and regulations governing work place safety, conduct, and behavior, including without limitation policies prohibiting discrimination or sexual harassment. City will provide Contractor a copy of the applicable policies.

20. PROTECTION OF CITY INFORMATION

Contractor will treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this contract as confidential. Contractor will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of work. Contractor will not disclose any information prepared for the City, or obtained from the City, or obtained as a consequence of the performance of work, to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City. Contractor will immediately advise the City of any request for disclosure of information or of any actual or potential unauthorized disclosure of confidential or personal information. Contractor will identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment. Contractor will promptly comply with any written instructions by the City to provide any public records of the City required to be disclosed by the City pursuant to a request made pursuant to the California Public Records Act. Contractor's obligations under this paragraph shall survive the termination of this contract.

21. NONAPPROPRIATIONS OF FUNDS

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by the City, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then City will notify Contractor of such occurrence and City may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, City shall have no obligation to make payments with regard to the remainder of the term.

{Signatures on next page}

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.
CITY OF SANTA BARBARA CONSULTANT
A Municipal Corporation

Name of Department Head
Title

Signature

ATTEST:

Type or Print Name

Sarah Gorman, City Clerk Services
Manager

Title

APPROVED AS TO CONTENT:

Address

City State Zip

Manager's Name
Title

Telephone Number

APPROVED AS TO FORM:
Ariel Pierre Calonne
City Attorney

By _____

Business Tax Compliance:
Certificate No. _____

By _____

Approved as to Insurance:

Mark Howard
Risk Manager

EXHIBIT A

Scope of Services

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EXHIBIT B

Contractor's Nondiscriminatory Employment Certificate

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE
Santa Barbara Municipal Code § 9.126.020

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act Government Code Section 12900 12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act Government Code Section 12900 12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act Government Code Section 12900 12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:

a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

EXHIBIT C

Contractor's Living Wage Certificate

CITY OF SANTA BARBARA

Living Wage Compliance Declaration

July 1, 2019 through June 30, 2020

TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE CITY
OF SANTA BARBARA

Official notification to:

Name of Company

Contract No.

Mailing Address

City, State & Zip

The contemplated work is subject to the City of Santa Barbara Living Wage Ordinance, SBMC Chapter 9.128 (hereinafter referred to as “the Ordinance”).

Living wage rates are adjusted annually, effective the 1st of every July to reflect the increase during the preceding year in the Consumer Price Index for all urban wage earners and clerical workers for Los Angeles-Riverside-Orange County California as published by the U.S. Department of Labor, Bureau of Labor Statistics. The new rates would apply to all contract renewal options exercised in subsequent fiscal years.

The Living Wage Ordinance applies to individuals and companies which enter into one or more purchase orders/contracts with an aggregate value of \$20,074 or more in a fiscal year and requires you to notify your employees that the City of Santa Barbara Living Wage Ordinance applies to them. Living Wage requirements also apply to subcontractors. You are required to notify affected employees that:

Effective from July 1, 2019, through June 30, 2020, the current rate for minimum compensation to employees are:

1. \$18.74 per hour if no qualifying benefits are provided.
2. \$16.06 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.
3. \$14.72 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits.

The ordinance as well as additional information can be found on the City’s website under Purchasing’s page. If you have any questions on the Living Wage Ordinance, contact the Purchasing Office at 805-564-5349.

Audits: The City may request payrolls records, time cards, and other associated documentation to demonstrate compliance. Any such request will be made to your firm in writing and the records must be provided within fourteen (14) calendar days unless an extension is granted in writing by the City.

The City may also conduct on-site audits to verify compliance. These audits may include, but are not limited to, employee interviews, and records examinations.

A Living Wage Benefit Statement, see attached, shall be provide to the Purchasing Office within forty-five (45) days from completion or termination of work.

INSTRUCTIONS: COMPLETE SECTIONS I-EXEMPT OR II-NOT EXEMPT AND SECTION III

SECTION I – EXEMPT

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE

Below are the exemptions to the Ordinance. Please check the qualifying exemption(s).

- Exemption for Handicapped Individuals and Apprentices. For the purposes of this form, an employee shall not include a “handicapped employee” employed pursuant to a special license issued under Sections 1191 and 1191.5 of the state Labor Code or an “apprentice” or “learner” employed pursuant to a special license issued under Section 1192 of the state Labor Code.
- Exemption for Student Interns. For the purposes of this form, an employee shall also not include a student intern which shall be defined as a person receiving educational or school credit at a duly licensed and accredited school or educational institution as part of or in connection with his or her employment or service with the City Service Contractor.
- Public Entity.
- Non-profit exemption.
- Workers are part of a bona fide collective bargaining agreement.
- Persons employed are defined as executive or professional as used in the federal Fair Labors Standards Act of 1938 (29 USC Section 201 et. seq.).
- Including this agreement, the amount awarded by the City to your firm through one or more agreements is less than nineteen thousand & five hundred (\$20,074) when calculated on a City fiscal year basis (July to June).
- Services are incidental. Explain: _____

SECTION II – NOT EXEMPT

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE

Below are the wage tiers. Please check the wage tier that applies.

- A. Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$18.74 per hour without benefits.

To qualify for Tier B or C, your insurance must qualify, see below.

- B. Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$16.06 per hour with benefits the below benefits.
- i. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
 - ii. Basic Medical Insurance Coverage for the Employee at no cost.
- C. Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage City of Santa Barbara Living Wage requirement of \$14.72 per hour with all of the following benefits:
- i. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
 - ii. Basic Medical Insurance Coverage for the Employee at no cost.
 - iii. Basic Medical Insurance Coverage for the Employee’s spouse, domestic partner or family.
 - iv. One additional Supplemental Benefit as defined in the Ordinance.
 - Pension or deferred compensation retirement plan.
 - Childcare or dependent care.
 - Equivalent of ten (10) eight hour days of compensated leave over and above the compensated leave in item i.
 - Other: _____

QUALIFYING INSURANCE REQUIREMENTS

To qualify for a lower wage tier, you must offer insurance at no cost to your employees and match one of the following plans in terms of co-pays/out-of-pocket expenses. Please check the plan that is comparable to your insurance plan.

- Blue Shield HMO: No deductible, \$150 co-pay for emergency room visits, no charge for preventative care, \$25 co-pay for office visits to Primary Care Physicians/\$35 co-pay to Specialists; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 co-pay for non-formulary
- Kaiser HMO: No deductible, \$50 co-pay for emergency room visits, no charge for preventative care, \$15 co-pay for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & non-formulary is not covered
- Blue Shield PPO: Deductibles: \$500/individual \$1,000/family, \$100 co-pay + 20% coinsurance** for emergency room visits, no charge for preventative care, \$25 co-pay for office visits; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 co-pay for non-formulary
- Blue Shield Health Reimbursement PPO: Deductibles: \$2,000/individual \$4,000/family, 20% coinsurance** for emergency room visits, no charge for preventative care, 20% coinsurance** for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & \$35 co-pay for non-formulary

- Blue Shield Health Savings Account PPO: Deductibles: \$2,500/employee only coverage, \$5,000/family, 20% coinsurance** for emergency room visits, no charge for preventative care, 20% coinsurance** for office visits; Prescriptions: \$15 co-pay for generics; \$25 co-pay for brand, & \$40 co-pay for non-formulary after combined medical/RX plan deductible.

** After deductible is satisfied

SECTION III

DECLARATION

In order to be considered for award, you must declare under the penalty of perjury under the laws of the State of California certify that your company and subcontractors will comply with the City of Santa Barbara's Living Wage Ordinance, if applicable, AND the forgoing information is true and correct.

Signature: _____

Print Name & Title: _____

Company Name: _____

Date: _____

Contract No.: _____

CITY OF SANTA BARBARA Living Wage Benefits Statement

July 1, 2019 through June 30, 2020

TO BE COMPLETED & RETURNED WITHIN 45-DAYS AFTER COMPLETING SERVICES TO THE
CITY OF SANTA BARBARA UNDER A PURCHASE ORDER OR CONTRACT

Official notification to:

Name of Company

Mailing Address

City, State & Zip

Contract Number:

RATE PAID:

- \$18.74 per hour if no qualifying benefits are provided.
- \$16.06 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.
- \$14.72 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits are provided such as family medical care, dental, etc.
- Exempt

1. Did the Living Wage requirements cause you to bid higher prices? Yes No

2. If yes, how much? \$ _____

3. How many employees worked under this PO? _____

4. How many were Full Time: _____ Part Time: _____

5. How many employees benefited from the Living Wage requirements: _____

6. What was the aggregate (total) amount the employees benefited: \$ _____

7. Comments: _____

Send completed form by one of the following methods

- 1) Fax to: completed form to: Attn: Purchasing-LW at 805-897-1977
 - 2) Mail to: Attn: Purchasing-LW, P.O. Box 1990, Santa Barbara CA 93102
 - 3) Email to: GCorral@SantaBarbaraCA.gov
-

EXHIBIT D

Insurance Requirements

INSURANCE REQUIREMENTS

As part of the consideration of this Agreement, Consultant agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage 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:

- A. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- B. 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 Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- C. Workers' Compensation:** In accordance with the provisions of the California Labor Code, Consultant is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Consultant's staff while performing any work incidental to the performance or this agreement.
- D. Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to the Consultant’s profession, with limit no less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all services rendered by the Consultant pursuant to this Agreement.

If the Consultant maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage 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.

OTHER INSURANCE PROVISIONS

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

1. Additional Insured Status

The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. Additional Insured coverage shall be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

2. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

3. Notice of Cancellation

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

4. Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5. Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. 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 has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

ACCEPTABILITY OF INSURERS

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

CLAIMS MADE POLICIES

If the required Professional Liability (Errors and Omissions) policy provides 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.

COVERAGE LIMITS SPECIFICATIONS

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

SELF-INSURED RETENTIONS

Any self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

EVIDENCE OF COVERAGE

Consultant must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Consultant's insurer or its agent and submitted to the City prior to execution of this Agreement by the City.

Consultant shall 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 shall 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.