

**CITY OF LODI (CITY)
REQUEST FOR PROPOSALS (RFP)
FLEET ELECTRIFICATION PLAN**



PROPOSALS DUE:

April 22, 2022, 5 PM PST

SUBMIT PROPOSALS TO:

**CITY OF LODI
1331 S. HAM LANE
LODI, CA 95242
ATTN: MELISSA PRICE**

CITY OF LODI
REQUEST FOR PROPOSAL (RFP)
March 25, 2022
FLEET ELECTRIFICATION PLAN

PURPOSE

The City of Lodi (City) is soliciting proposals from interested consultants to develop a comprehensive system wide assessment of electric vehicle needs for the City and to recommend a strategy for a multi-tiered vehicle purchase and replacement process, inclusive of the support facilities required. This assessment should also address an integrated strategy for complying with the California Air Resources Board Advanced Clean Fleets (ACF) Regulation. However, this study shall exclude any requirements identified under the Innovative Clean Transit Regulation.

BACKGROUND

The City of Lodi, incorporated in 1906, is located in California’s San Joaquin Valley, adjacent to State Highway Route 99, between Stockton, 10 miles to the south, and Sacramento, 35 miles to the north. The City population is estimated at approximately 68,800 and is contained in an area of 14 square miles.

The City, with 412 full time equivalent employees, provides a wide range of services including police, fire, electric, water, wastewater, public works, transit services, parks and recreation, library, community development, and general government.

The City of Lodi owns, operates and maintains its own municipal electric utility – Lodi Electric Utility (LEU). LEU provides electric utility services to Lodi residents and businesses across 14 square miles, serving 27,000+ electric customer accounts.

The City of Lodi has approximately 254 vehicles across 6 Departments including a combination of sedans, pick-up trucks, heavy duty vehicles, Transit buses, and emergency response vehicles. Of these vehicles, 8 are electric or hybrid vehicles. LEU owns and operates multiple Level II EV charging stations available for public use at various locations, as well as a handful of pool vehicle charging stations reserved for use by LEU for its existing EV Fleet.

A detailed summary of the City of Lodi Fleet by Department, including Year, Make, Model, and Vehicle Class (Light, Medium or Heavy Duty) will be provided to the selected consultant upon negotiation and approval of an Agreement for Professional Services.

SCOPE OF WORK

1. Available Alternative Electric Vehicle Review

The consultant will review currently available and soon to be available electric vehicles to replace the vehicle types used by the City of Lodi. This task will highlight vehicle classes for which electric alternatives are available, the cost of said alternatives, as well as those for which electric alternatives are not available. More specifically, this review shall include:

- Upfront and lifecycle vehicle cost differential among the commercially available fuel options, including \$/kWh cost;
- Cost/benefit analysis of the conversion to electric vehicles for different vehicle classes and types;
- Identification of the vehicle types that are least viable for conversion to electric due to insufficient alternatives, operational challenges, unreliable technology, safety, excessive costs, or other identified reasons.

2. Capacity Review

Calculate each Department's (or Facility's) capacity to support additional electrical load from charging operations, identify potential grid impacts, and note any backup generator needs or other energy storage methods needed for emergency response or to minimize the impact of additional load to the grid during peak system usage. Coordinate with LEU Engineering staff as needed.

3. Needs Assessment and Gap Analysis

The consultant will identify the projected number and location profile of electric vehicle charging stations needed citywide to provide fueling for public fleets. Consultant will also identify the gap between the existing infrastructure and forecasted future needs as well as the costs to bridge said gap. Cost estimates should include, but not be limited to: purchasing and installing charging stations, purchasing and installing any distributed generation such as solar/storage for supporting increased electrical load, upgrading electrical infrastructure to ensure sufficient capacity, and addressing backup generator needs. The consultant should also estimate the GHG emission reductions by vehicle category for the alternative fuel vehicles outlined in the Phased Master Plan.

4. Projected Costs and Other Barriers to Fleet Conversion

The consultant will develop estimates for the projected cost of conversion to electric fleets for vehicles with a GVWR of 8,500 lbs or greater by 2024 (50%) and by 2027 (100%) in accordance with the ACF Regulation. For all other vehicles, the consultant will develop estimates for the projected cost of ownership to electric vehicles by 2025, 2030

and 2035. Estimates must include vehicle acquisition costs, procurement lead times, charging and refueling infrastructure costs, and other associated costs. To budget the ongoing operation costs, the estimated energy usage (MWh) and demand (MW) by vehicle category should be provided as well. For this task, the consultant will also describe other barriers to transition to an electric vehicle fleet, including but not limited to commercial availability, procurement lead time, operational challenges, emergency response, Fleet staff expertise/training, and take-home vehicle charging. Consultant shall include the yearly and total cost of ownership for the vehicle and charging infrastructure.

5. Financing Mechanisms and Strategies

The consultant will identify and analyze financing mechanisms and strategies that could accelerate the transition of publicly owned vehicles to electric vehicles.

6. Phased Master Plan

Develop up to two alternative phasing and implementation strategies for City staff to review. Prepare a recommended implementation plan and charging strategy, utilizing input given from City staff. Compile existing conditions, needs assessment, gap analysis, cost estimates and financing strategy into draft Master Plan Document for City staff and present final Plan to City Council at (1) Shirtsleeve Meeting for information/discussion and (1) Council Meeting for final adoption.

PROPOSAL

Companies submitting their proposal should arrange and present their proposal contents using the following sequence or format to help facilitate proposal evaluation. Proposals shall be comprehensive but brief and concise and shall not contain marketing materials unless in direct response to the RFP requirements. Please submit three (3) copies, one (1) unbound original and (1) one electronic copy (.pdf format) of your proposal. Postmarked or facsimile materials will not be accepted. Modifications to a proposal after the proposal submittal deadline will not be accepted by the City of Lodi.

Cover Letter

A one page summary describing the company's background and experience along with an understanding of the services to be provided, including the name of the person who will be authorized to represent the company, their title, telephone number and e-mail address. The cover letter shall include the proposed not-to-exceed amount and expected completion date for the proposed scope of work based on the schedule provided herein. An official of the firm who has authority to enter into a contract with the City should sign the cover letter.

Qualifications and Experience

Describe company longevity, structure, financial stability, industry presence. List past experience in performing similar analyses/reports for public agencies, specifically in California. Consultants who are unable to demonstrate similar experience working with a public agency within the last five (5) years will be rejected by the City without further consideration. Provide references from public entities for which consultant has completed similar assessments. Describe staffing expertise and capacity to complete scope of work. List any subcontractors, along with their qualifications, client references and any required licensing, certifications, as outlined in this RFP.

Work Plan

This section should give an overview of the approach and document the work plan by breaking down tasks into specific elements clearly associated with the scope of work and include the method or means to be used in completing the identified task(s). Include an estimate of the hours or work days to be expended in relation to each specific portion of the scope of work that will be performed.

Scope Exclusions

In reviewing the RFP, consultant may include other scope of work items which, in the opinion of the company, may have been inadvertently omitted by City of Lodi but deemed necessary for consideration in order to complete the scope of work identified herein.

Project Schedule

Schedule of Events	Date
Request for Proposals (RFP) Notice	March 25, 2022
Questions Due	April 1, 2022 by 5:00 pm PST
Proposals Due	April 22, 2022 by 5:00 pm PST
Proposal Review	Complete by May 13, 2022
Vendor Selection/Notification	Week of May 16, 2022
Contract Negotiations Conclude	May 27, 2022
Contract Award by City Council	July 6, 2022

Please note that the above schedule is subject to change once proposals are received by City.

Fee Proposal / Not to Exceed Amount

Company shall provide in a table format, the itemized cost for the proposed scope of work and a total not-to-exceed cost for this project, including all travel, incidentals, mark-ups, etc.

Agreement and Insurance Requirements

It is anticipated that the agreement resulting from this solicitation, if awarded, will be as provided in Attachment A, "Agreement for Professional Services," including Insurance Requirements in Attachment B. If a proponent desires to take exception to the Agreement, proponent shall provide the following information as part of their submittal:

- Identification of each proposed change, including all relevant attachments
- Reasons for, as well as specific recommendations, for alternative language

The above factors will be taken into account in the evaluation of proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

Acceptance or Rejection of Proposals

City of Lodi reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponents whose proposals is/are most responsive to the needs of the City. Further, City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in City's best interest. City reserves the right to reject any and all proposals, or portions thereof, received in response to the RFP or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, City may, for any reason, decide not to award an agreement(s) as a result of this RFP. Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this RFP.

Proposal Development Costs

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to City.

Selection Process

City will evaluate all proposals received. Proposals will be evaluated on, but not limited to, the following criteria:

- Technical competence and comparable experience of project team members
- Experience of the firm on similar projects
- Approach to scope of work and understanding of the scope of work

- Adequacy and availability of staffing and in-house or sub-consultant resources
- Satisfactory record of performance on similar projects
- Ability to meet the identified schedule
- Conformance with the proposal guidelines and format outlined in this RFP
- Cost of services to be provided

City, at its sole discretion, may elect to interview proponents or make a selection based on submitted proposals.

Contact Information

Questions regarding this RFP shall be directed to:

Melissa Price, Rates & Resources Manager
City of Lodi Electric Utility
1331 S. Ham Lane
Lodi, CA 95242
(209) 333-6811
E-Mail: mprice@lodi.gov

Any and all questions regarding this RFP must be submitted via e-mail to the contact person identified above no later than April 1, 2022. Questions will not be addressed over the phone. Any addenda (including answers to questions) will be provided by April 11, 2022.

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on _____, 20____ and terminates upon the completion of the Scope of Services or on _____, 20____, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn:

To CONTRACTOR:

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as “Confidential” or “Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

PAMELA M. FARRIS
Assistant City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: _____

By: _____
Name:
Title:

- Attachments:**
- Exhibit A – Scope of Services**
 - Exhibit B – Fee Proposal**
 - Exhibit C – Insurance Requirements**
 - Exhibit D – Federal Transit Funding Conditions (if applicable)**

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA:Rev.02.2022.LT



Attachment B

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than **\$1,000,000** per occurrence or claim.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
 - (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer
- NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
 - (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
 - (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration

of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), 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. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

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

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

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

(l) Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(m) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.