

City of Ukiah

REQUEST FOR PROPOSAL

**PROFESSIONAL SERVICES RELATED TO
Branding, Graphic Design, and Website Development
for
Visit Ukiah**

**PROPOSALS DUE BY
5 P.M. JUNE 12, 2012**

**City of Ukiah
300 Seminary Avenue
Ukiah, California 95482
www.cityofukiah.com**

INTRODUCTION AND BACKGROUND

The City of Ukiah is requesting proposals from a qualified individual or organization to assist in the branding, graphic design, and website development for the "Visit Ukiah" project.

In 2007, Ukiah voters passed Measure X, allowing for a percentage of the Transient Occupancy Tax (TOT) collected from hotel stays in the city limits to be used for the promotion of the Ukiah area. Initially, the Ukiah Chamber of Commerce was charged with administering the program with the assistance of an advisory committee. That group, after brainstorming and working with consultants, created the "Uniquely Ukiah" brand, along with a brochure and website.

Chamber administration went through major changes in 2010, leading to the Chamber's decision to no longer administer the TOT Program in March 2011. At this time, the City of Ukiah assumed responsibility for the program. In the months following this, City of Ukiah staff and a newly formed Task Force worked on the transition of the program, placed advertisements in travel magazines and guides, created a new logo and brand name (Visit Ukiah), and has worked to establish working partnerships with various tourism-related organizations throughout Mendocino County.

SCOPE OF WORK

The scope of services shall include tasks described below, as well as other elements or modifications, which may be suggested by consultants presenting proposals to better meet the needs of the City. All services shall be provided in accordance with the City's draft professional services agreement, a sample of which is attached as Attachment "A".

The City of Ukiah is seeking a qualified individual or organization to work with the group to create a branding strategy, tagline, brochure design, a comprehensive website, and graphics standards (style guide) for Visit Ukiah.

Specifically, the work should provide the following deliverables:

1. A project plan and timeline for all deliverables.
2. Brand strategies for Visit Ukiah, including a tagline for "Visit Ukiah" and imagery concepts.
3. Written guide of graphics standards/style guide.
4. Comprehensive visitor-oriented website

Website must be:

- Easy to navigate and intuitive
- Visually pleasing
- Informative
- Safe and secure
- Quick to load and operate

Additionally, the website designed by the successful responder must:

- Create, provide or recommend a content management system that will permit Visit Ukiah staff to instantly update website content on specific pages
- Incorporate a comprehensive event calendar
- Provide search capabilities using key words or phrasing that will identify content from throughout the site

- Gather e-mail, areas of interest and demographic information from visitors in a format that permits Visit Ukiah to maintain a single database of users according to their area of interest and profile
 - Be compatible with the latest versions of Internet Explorer, Firefox, and Google Chrome
 - Not require plug-ins as a default
 - Have the capability of linking to social networks
 - Display across different devices: monitors, hand-held, text
 - Use no flash animation
 - Utilize best practices search engine optimization
 - Utilize Google Analytics
5. Develop a 6-12 panel printed brochure for the Ukiah area to be used for visitor attraction.

Throughout the process and message development, the selected consultant will work with a committee representing the Visit Ukiah staff and Task Force. All final work approved by the Task Force must be submitted in a format that allows the designs to be used for further concept development, operational considerations, and marketing and planning activities. All reports, and supporting documents should be delivered in electronics format and two hard copies. All work will be fully owned by the City of Ukiah.

ADDITIONAL INFORMATION

- "Visit Ukiah" has a fairly limited budget of approximately \$70,000 per year, with \$25,000 of available budget for this specific procurement.
- Some marketing research is available for the consultant's use, including the 2008 Randall Study and 2011 Market Research from Sunset Magazine. This material will be provided to the consultant upon retention of his/her services.
- Visit Ukiah owns photography that may be used for these projects. Any additional photographs required will be taken by the Visit Ukiah photographer.
- "Visit Ukiah" has developed a list of Ukiah-area assets and attractions, as well as possible partners.
- All work produced should be consistent/compatible with regional marketing efforts/organizations in order to promote cooperation and synergy between groups and consistency of message.

ESTIMATED PROJECT SCHEDULE

The branding strategy, tag line and style guide must be completed by July 12, 2012.
Website design must be completed by August 30, 2012.
Brochure design must be completed by September 27, 2012.

CONSULTANT'S PROPOSAL

Proposals shall be labeled: "VISIT UKIAH BRANDING, GRAPHIC DESIGN and WEBSITE DEVELOPMENT". Proposals shall be submitted to:

Mary Horger, Purchasing Supervisor
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482-5400

Proposals must be received by 5:00 PM June 12, 2012. Proposals received after this date and time will be rejected. Proposals will be accepted in hard copy only. Three (3) hard copies are to be submitted. Fee proposal portion shall be marked and separately sealed from the rest of the proposal.

Proposals shall include as a minimum the following:

Cover letter

The cover letter should contain the name, address, and brief history of the firm(s) on the team. The cover letter must be signed by an official authorized to bind the successful firm contractually and shall contain a statement to the effect that the proposal is a firm offer for a minimum period of sixty (60) days after the submittal date. The letter shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the consultant to the terms of the contract.

Project Understanding and Proposed Approach

Describe your firm's understanding of the project, stating the project's objectives, and how your firm intends to structure the project approach. Describe your design philosophy and methodology as it pertains to this project. Elaborate on what type or types of design methods are recommended and why. Consideration should be given for cost and time when making any recommendations.

Project team

Identify the key personnel to be assigned to this project, including the qualifications and experience as related to the project. Resumes for each of the key personnel are to be provided. Identify any subcontractors that will be used, including their qualifications and experience, as well as the work they will accomplish.

Experience and References

Provide a portfolio of related project experience for at least three similar projects on which the firm has performed work over the past three years. Include logo design, naming, messaging, brand strategy, and the development of graphics standards. Client references and client contact information must be included, as well as the date that each project was completed.

Fee proposal

Provide a separately sealed and labeled fee proposal based on an hourly rate schedule with a "not to exceed" maximum cost for all work identified in the Scope of Services. Provide a tabulation of the project staff and number of work hours for each task. Indicate if travel time, mileage, and per diem will be charged. Include any sub-consultant cost. Additionally, please identify miscellaneous costs associated with this proposal. Submit a copy of your firm's current itemized hourly rate fee schedule.

Proposed Project Schedule

Provide a proposed schedule of completion for each task and list of task deliverables.

Exceptions

Identify any exceptions you are proposing with respect to the Scope of Services. Additionally, if there are any exceptions to the City's insurance requirements and/or the City's draft professional services agreement as shown in the attachments, the Consultant should list the exceptions in the proposal.

INSURANCE REQUIREMENTS

The insurance requirements are set forth in Attachment "B".

EVALUATION OF CONSULTANT'S PROPOSAL

The following evaluation criteria will be used in evaluating and selecting candidates:

1. Clarity of Submittal and Responsiveness to RFP.
2. Qualifications, reputation, competence, technical ability, and relevant experience of specific personnel identified by the consultant.
3. Quality of Consultant's related work experience.
4. Current workload and demonstrated ability to meet schedules or deadlines.
5. Cost.

Following evaluation of the proposals received, the City may choose to select a Consultant based on their proposal, or conduct interviews with the firms having the best proposals. The City reserves the right to negotiate with the selected firm regarding any item in the proposal including the fee estimate.

SUPPLEMENTAL REFERENCE INFORMATION

The following documents are provided for your reference:

- o A draft professional services agreement, Attachment "A".
- o Insurance Requirements, Attachment "B"

RIGHT OF REFUSAL

The City reserves the right to reject any and all proposals without qualifications. Proposals will be considered only in their entirety. The City reserves the right to negotiate the specific requirements and costs for the work as stated in this RFP.

QUESTIONS

Questions shall be directed in writing only. The City's contact is Ms. Mary Horger, Purchasing Supervisor, City of Ukiah, 300 Seminary Avenue, Ukiah, CA 95482-5400, voice phone: (707) 463-6233, fax phone: (707) 463-6234, email: mhorger@cityofukiah.com

ATTACHMENT "A"
AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
[Design Professional]

This Agreement, made and entered into this ____ day of _____, 2012 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to _____.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within _____ from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$-----. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses

of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, after notice to Consultant that City has paid the premium, the cost of insurance may be deducted from the compensation otherwise due the contractor under the terms of this Contract.

G. Subcontractors

Consultant shall include all sub-contractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Documents and Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents

produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.

- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.
- 7.9 Duplicate Originals. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. When so signed, each such document shall be admissible in administrative or judicial proceedings as proof of the terms of the Agreement between the parties.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH _____
DEPT. OF _____
300 SEMINARY AVENUE _____
UKIAH, CALIFORNIA 95482-5400

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: _____

Date

PRINT NAME: _____

IRS IDN Number

CITY OF UKIAH

BY: _____

Date

CITY MANAGER

ATTEST

CITY CLERK

Date



INSURANCE REQUIREMENTS FOR CONSULTANTS

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

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office **Commercial General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including **operations, products and completed operations**, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Workman's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to contain, the following provisions:

- A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.
- B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

- C. For any claims related to this project, the Consultant's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance

or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

V. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

If you have questions regarding our insurance requirements contact:

Risk Manager

(707) 463-6287 or FAX (707) 463-6204

Revised: 11/20/08