



City of Davis  
Request for Proposals  
**Daytime Respite Homeless Navigation Center**  
Date Released: Friday, October 10, 2025  
**DUE DATE EXTENDED:**  
**Friday, October 31, 2025 - 4:00p.m.**

Dana Bailey  
Director, Social Services and Housing  
23 Russell Boulevard  
Davis, CA 95616  
[dbailey@cityofdavis.org](mailto:dbailey@cityofdavis.org)

# **REQUEST FOR PROPOSALS**

## **DAYTIME RESPITE HOMELESS NAVIGATION CENTER**

### **INTRODUCTION**

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#### **Overview**

The City of Davis (“the City”) is soliciting detailed project proposals, including methodology, deliverables, and pricing, from potential operators interested in delivering support and site management services to the City of Davis Daytime Respite Homeless Navigation Center.

On December 19, 2019 the Davis City Council authorized the Daytime Respite Homeless Navigation Center (The Respite Center) project located at 530 L Street, Davis CA. The Respite Center serves as a regional access point for the Yolo County Coordinated Entry System (CES) and aims to improve the quality of life for adults experiencing homelessness in Davis. The site is a low-barrier, safe, temperature-controlled and welcoming space where individuals can access:

- Individualized case management, housing and employment navigation assistance;
- Linkages and referrals to public benefits and other supports including health/mental health, veterans’ services, TAY supports, domestic violence providers, etc.;
- Shower facilities
- Laundry facilities
- Clothes closet
- Resting/lounging areas
- Restrooms
- Portable food and snacks
- Mail access

The Respite Center currently operates from 7:30am to 4:00pm, Monday – Friday. On average, the Center sees 150 unduplicated clients and receives approximately 465 visits monthly. The site serves as one of two CES intake and assessment points in Davis, submitting on average 10-15 unduplicated engaged participants monthly. The site will serve as a liaison between the community and the homeless population and assist with responses to neighborhood issues such as loitering, vandalism, littering or public intoxication.

The City will consult the selected operator prior to contracting to establish quantifiable goals and units of service for inclusion in the approved scope of work.

#### **Purpose**

The selected operator will outline their specific approach to deliver services aimed at reducing unsheltered homelessness in Davis. The purpose of this solicitation is to secure an experienced on-site operator to oversee the provision of all programmatic aspects of the Respite Center during hours of operation in mutual agreement including, but not limited to:

- Adopting a Housing First approach to service delivery;
- Implementing trauma-informed practices in participant interactions;

- Providing staff experienced in case management approaches and community outreach;
- Certified Enhanced Care Management (ECM) provider designation desirable.
- Ability to begin planning upon award and through execution of the City's Professional Services Agreement and optimally assuming oversight by mid-November, 2025.

### **Term of Agreement**

Successful proposers will enter into a two-year agreement, with the possibility of extension, subject to funding availability.

## **SCOPE OF SERVICES AND DESIRED PROPOSALS**

An eligible applicant is a qualified non-profit service provider that has verifiable experience serving the homeless population as it relates to the qualifications outlined in this RFP. Each applicant shall be financially solvent, and shall be competent to perform the services required under this RFP.

Proposals will only be considered from applicants which meet the following prerequisites:

- Have a minimum of three (3) consecutive years of successfully managing and operating homeless navigation center / emergency shelter programs and delivering relevant services of a similar type and scope as described in the Scope of Work.
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Have the current organizational experience and staff capacity to undertake a Homeless Navigation Center.
- Have experience soliciting and managing multiple funding sources simultaneously, including but not limited to, public and private resources.

Applicants must submit a bid addressing the entire scope of services listed below;

1. Provide low-barrier access to and management of site amenities including showers, laundry, resting/lounge area, restrooms, office space within the Center, outdoor space;
2. Conduct intake and assessment reviews of individuals to create Individual Service Plans (ISP) that "meet people where they are" and address housing, financial, employment and self-sufficiency among other needs. A Release of Information (ROI) shall be completed by all participants.
3. Provide case management services with the aim of connecting participants to essential community supports;
4. Provide housing navigation and housing search support to aid in connecting participants to housing;
5. Provide employment navigation and employment search support to aid in connecting participants to employment;
6. Work with City/County staff to coordinate provision of rotational specialized services (Mobile Medicine, mental health, veterans' services, public benefits, etc.) onsite;
7. Demonstrate sufficient experience and capacity to manage requirements of federal and state funding;
8. Participate in the regional Continuum of Care (HPAC) Homeless Management Information System (HMIS) Database and Coordinated Entry System;
9. Assume site management responsibilities during hours of operation, including, but not limited to:
  - Mitigating and resolving participant issues that do not require public safety personnel;
  - Cleaning up minor spills/messes that are not hazardous and do not require public safety personnel or professional janitorial assistance;

- Assuming basic first aid responsibilities and Basic Life Support certification;
- Notifying the proper City employee should assistance be needed.

## **Deliverables/ Reports**

It is understood the selected applicant acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of California and for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City of Davis. It is also understood that all reports, information, and/or data prepared or assembled by the Respondent for this RFP, or under a contract awarded pursuant to this RFP may be made available to any individual or organization under the California Public Records Act (CPRA), subject to limitations and exemptions in the CPRA.

The selected operator will be required to report:

- Monthly Quality Performance Measures as outlined in **Attachment 2**;
- Service tracking outcomes in HMIS.

## **PROPOSAL REQUIREMENTS**

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Applicants should submit the following documents in no smaller than 12-point type, on 8.5 by 11-inch paper, with a minimum of one-inch margins.

### **Cover Letter of Interest**

Please submit a Cover Letter of Interest signed by a duly authorized officer or representative of your agency not to exceed one (1) page in length. The Cover Letter of Interest must include the following:

- Contact person's name, title, telephone number, and email address;
- Address of principal place of business;
- Description of organization (i.e., corporation, nonprofit agency, limited liability company, or joint venture);
- Acceptance of using the City's Standard Professional Services Agreement (see **Attachment 3**);
- Disclosure of any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to your agency, employees of your agency or other persons relative to the services pursuant to this Request for Proposals. If your agency has no conflicts of interest, a statement to that effect shall be included in the cover letter.

### **Proposal Content**

**1) Statement of Proposals.** In a maximum of two (2) pages, please include a description of your agency and its proposals for performing the scope of services outlined above. In the statement, please identify the area(s) of expertise in delivering homelessness and housing services your agency possesses. Include any experience utilizing State or Federal grant funding.

**2) Budget.** The total proposed budget delineated by term November 1, 2025 – June 30, 2026: and for July 1, 2026 – June 30 2027. of operation based on **Attachment 4**.

**3) Key Personnel.** In a maximum of three (3) pages, provide an organizational chart, and a bio/brief job description for each employee/position assigned to assist the City.

**4) References.** In a maximum of one (1) page, please include the names, emails, and telephone numbers of at least three (3) of your firm’s previous clients whom City staff may contact for references regarding the past performance of your agency, project managers, team members, and/or sub-applicants.

## **SUBMITTAL REQUIREMENTS**

**DUE DATE EXTENSION:** Please email a PDF copy of your proposal at your earliest convenience, but no later than **Friday, October 31, 2025** by 4 p.m. to: [dbailey@cityofdavis.org](mailto:dbailey@cityofdavis.org).

Please note the City will not accept incomplete proposals or proposals received after 4 p.m. on **October 31, 2025**.

## **BUSINESS LICENSE & INSURANCE REQUIREMENTS**

The applicant must have and maintain a current City of Davis Business License. The applicant must submit confirmation of legal nonprofit incorporation in the State of California. The applicant shall also provide a summary of the agency’s current insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker’s compensation insurance. Indicate the limits of coverage on each policy. City required endorsement and minimum coverage limits must be provided at time agreement execution (see **Attachment 2**).

## **SELECTION PROCESS AND ESTIMATED SCHEDULE**

The City will review proposals to determine if the applicant selected meets the desired qualifications necessary to complete the listed Scope of Services. Based on this review, the City will select an operator.

| ANTICIPATED DATES | STEPS                                       |
|-------------------|---------------------------------------------|
| 10/10/2025        | RFP Released                                |
| 10/31/2025        | <b>EXTENSION: Applications Due</b>          |
| 11/3 – 11/5/2025  | Application Review                          |
| 11/7/2025         | Recommended Operator Selected               |
| 11/10-14/2025     | Contracting Documents Prepared              |
| 11/18/2025        | Council Review and Approval                 |
| 12/2025           | <b>Transition of Operations to Operator</b> |

The City may invite one or more finalists to make a presentation. In its sole discretion, the City may negotiate with one or more businesses who have submitted qualifications to submit more detailed proposals on specific projects as they arise.

## **RFQ QUESTIONS**

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Questions about this Request for Proposals should be made in writing and emailed to [dbailey@cityofdavis.org](mailto:dbailey@cityofdavis.org). All requests for information or questions must be submitted by 4 p.m. on **Wednesday, October 29, 2025**. Questions submitted after the due date or via phone will not be accepted.

Responses to questions will be published online at [cityofdavis.org](http://cityofdavis.org) and distributed to applicants.

## **NO OBLIGATION**

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The City reserves the right to modify this Request for Proposals package at any time prior to the proposal due date, or to extend the proposal due date, or to cancel this Request for Proposals package at any time. The City further reserves the right to reject any and all proposals for any reason or to accept any proposal received which the City, in its sole unrestricted discretion deemed most advantageous to itself. The lowest cost proposal may not necessarily be accepted. The applicant acknowledges the City's rights and this clause and absolutely waives any right of action against the City for the City's failure to accept its proposal whether such right of action arises in contract, negligence, bad faith or any other cause of action. The acceptance of any proposal is subject to funds being legally available to complete this transaction and/or approval by the City Council or the officer or employee of the City having authority to accept the proposal.

The City of Davis is not responsible for any loss, damage or expense incurred by an applicant as a result of any inaccuracy or incompleteness in the Request for Proposals, or as a result of any misunderstanding or misinterpretation of the terms of this Request for Proposals on the part of the Applicant. Further, the City of Davis is not liable for any costs incurred in the preparation of the proposal submittals.

## EXHIBIT B

### PERFORMANCE MEASUREMENTS AND SCHEDULE

*Enter each of the funded program activities listed in the Scope of Work in the first column. For each program activity include a goal indicator, outcome and completion date. Be sure the goal indicators include a unit of measure so you are able to gauge progress. All activities must be completed within the grant performance period, June 30, 2025.*

| ACTIVITY OBJECTIVE<br>(Program Description.<br>What the program does<br>to fulfill its mission) | GOAL INDICATOR<br>(The direct products of program activities.<br>Include Quantity and Unit of Measure) | OUTCOME<br>(Benefit that result from the<br>program activity)                                                                        | COMPLETION DATE<br>(When will activity be<br>completed. Include<br>quarterly milestones and<br>grant performance period<br>milestone. |
|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <i>EXAMPLE:<br/>Provide emergency<br/>shelter to adult<br/>individuals</i>                      | <i>EXAMPLE:<br/>Homeless Person Overnight Shelter -<br/>12 Persons Assisted</i>                        | <i>EXAMPLE:<br/>Availability/accessibility –<br/>Homeless individuals are<br/>provided safe and stable<br/>overnight environment</i> | <i>EXAMPLE:<br/>3 persons assisted each<br/>quarter<br/><br/>12 persons assisted by<br/>June 30, 2025</i>                             |
|                                                                                                 |                                                                                                        |                                                                                                                                      |                                                                                                                                       |
|                                                                                                 |                                                                                                        |                                                                                                                                      |                                                                                                                                       |
|                                                                                                 |                                                                                                        |                                                                                                                                      |                                                                                                                                       |

## **SERVICES AGREEMENT**

THIS AGREEMENT is made as of DATE, by and between the CITY of Davis, a municipal corporation (the "CITY") and NAME, a California 501c3 nonprofit organization ("CONTRACTOR"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONTRACTOR. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT**. CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT**. CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **RECYCLED PAPER STANDARDS**. CONTRACTOR shall comply with the CITY'S standards for the use of recycled paper, attached hereto as Exhibit "E."

7) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

8) **TERM**. This agreement shall be in effect through December 31, 2024 or until the scope of work is completed.

9) **COMPLIANCE WITH LAW**. In performing this Agreement, CONTRACTOR shall comply with all applicable provisions of federal, state, and local law.

10) **ATTORNEYS' FEES**. If either party to this Agreement commences an action or proceeding against the other party, either legal, administrative or otherwise, to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to have and recover from the losing party all of its reasonable attorneys' fees and other reasonable costs incurred in connection therewith.

11) **GOVERNING LAW AND VENUE**. Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in a state or federal court situated in Yolo County, California.

12) **ENTIRE AGREEMENT**. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

13) **COUNTERPARTS**. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

14) **NOTICES**. This Agreement is managed and administered on the CITY's behalf by the individual named below. All invoices must be submitted and approved by this individual and all notices shall be given to the CITY using the following contact information:

CITY Contact: Dana Bailey, Director  
E-mail: dbailey@cityofdavis.org  
Address: 23 Russell Boulevard Davis CA 95616  
Telephone: 530-757-5654

Notices must be given to CONTRACTOR at the following:

CONTRACTOR Contact: AUTHORIZING OFFICIAL NAME  
E-mail:  
Address:  
Telephone:

14) CORPORATE AUTHORITY. The person executing this Agreement on behalf of CONTRACTOR warrants that he or she is duly authorized to execute this Agreement on behalf of said party and that by his or her execution, CONTRACTOR is formally bound to the provisions of this Agreement.

EXECUTED as of the day first above-stated.

CITY OF DAVIS, a municipal corporation

By: \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Zoe Mirabile, City Clerk

SIGNED AS TO FORM:

\_\_\_\_\_  
Inder Khalsa, City Attorney

CONTRACTOR

By: \_\_\_\_\_

Its \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

*(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)*

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## EXHIBIT "A"

### SCOPE OF SERVICE

CONTRACTOR shall provide services in accordance with the following provisions.

**I. Purpose**

*(AGENCY TO PROVIDE)*

**II. Target Population**

Unhoused adults and heads of household from the City of Davis.

**III. Requirements**

A. Monthly reports are due to the CITY 30-days post end of month and will contain detailed information listed below:

- The number of single adults served: **Goal = TBD**
  - Demographic data for all enrollees served:
- The units of site services provided : **Goal = TBD (by type)**
- The number of individuals provided referrals/linkages to mental health/health services: **Goal = TBD**
- The number of individuals linked to housing (permanent housing, permanent supportive housing, other) **Goal = TBD**
- The number of individuals linked to other support services – **Goal = TBD (by type)**

B. CONTRACTOR agrees to utilize the Homeless Management Information System (HMIS) to track individual projects, services and clients. CONTRACTOR will ensure that HMIS data are collected in accordance with applicable laws and in such ways as to identify individual projects, services and clients.

**IV. Services**

**TBD**

**V. Grant Administration**

A. The CITY will monitor the fidelity to all contractual obligations including reviewing performance, collecting quarterly reports, and evaluating reimbursement requests.

B. The CONTRACTOR will utilize HMIS to enter clients' data at assessment, intake, status update, and exit within **five (5)** business days. The CITY and CONTRACTOR will generate reports from HMIS to determine program outcomes.

C. The CONTRACTORS' Program Rules, Policies and Procedures will be made available upon request.

**EXHIBIT “B”**

**BUDGET**

DRAFT

## **EXHIBIT "C"**

### **GENERAL PROVISIONS**

1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONTRACTOR represents and warrants to CITY that CONTRACTOR has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice CONTRACTOR's profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice his profession.

3) CONTRACTOR NOT AN AGENT. Except as CITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

4) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

5) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONTRACTOR. CONTRACTOR is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONTRACTOR shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

6) PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) WORKERS' COMPENSATION. Labor Code Sections 1860 and 3700 provide that every CONTRACTOR will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, CONTRACTOR certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

## 8) PERS COMPLIANCE AND INDEMNIFICATION.

a) General Requirements. The Parties acknowledge that CITY is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. CONTRACTOR agrees that, in providing its employees and any other personnel to CITY to perform any work or other Services under this Agreement, CONTRACTOR shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, CONTRACTOR shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause CITY to be in violation of the applicable retirement laws and regulations.

b) Indemnification. To the maximum extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, and the other Indemnitees (as defined in Section 9 herein) from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to CONTRACTOR's violation of any provision of this Section 7.

## 9) INDEMNIFY AND HOLD HARMLESS.

a) To the fullest extent allowed by law, CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, employees, volunteers, and agents ("Indemnitees") from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONTRACTOR or any person directly or indirectly employed by or acting as agent for CONTRACTOR in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY Indemnitees.

Section 1.01 It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Section 1.02 Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

Section 1.03 CONTRACTOR'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

## 10) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS.

When the CITY executes an agreement for or makes payment to CONTRACTOR in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONTRACTOR shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONTRACTOR is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, non-profit corporation or

other form of organization.

b) If CONTRACTOR is doing business as a sole proprietorship, CONTRACTOR shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONTRACTOR is doing business as other than a sole proprietorship, CONTRACTOR shall provide CONTRACTOR'S federal tax identification number.

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## EXHIBIT "D"

### INSURANCE REQUIREMENTS

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 by the CONTRACTOR, its agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$2,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability 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.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

#### 3) INSURANCE PROVISIONS

a) 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 the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; and automobiles owned, leased, hired on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONTRACTOR'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.
- v) 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.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONTRACTOR'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

VERIFICATION OF COVERAGE. CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted to Dana Bailey. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONTRACTOR shall require all sub-contractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONTRACTOR to verify existence of sub-contractor's insurance shall not relieve CONTRACTOR from any claim arising from sub-contractor's work on behalf of CONTRACTOR.

## EXHIBIT “E”

### USE OF RECYCLED PAPER

All paper used for any reports that are required to be submitted under this Agreement shall be produced on recycled paper conforming to the minimum content standards as specified herein. All such reports shall have the front cover labeled in such a way as to clearly identify that the report was produced on recycled paper. Where practicable, the pages of all such reports shall be produced double-sided.

#### Definitions.

Postconsumer Material means only those paper products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid wastes for the purpose of collection, recycling, and disposition.

Recovered Paper Material means paper waste generated after the completion of a papermaking process, such as postconsumer materials, envelope cuttings, bindery trimmings, printing wastes, cutting and other converting wastes, butt rolls and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous wastes generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residues such as bark.

Minimum Content Standard. The following categories of paper must contain the minimum percentages of material listed under both “Recovered Material” and “Postconsumer Material” included within the total “Recovered Material” percentage. When utilizing a category of paper not listed below, the paper shall contain the highest percentage of recycled paper available.

| Article II.<br>Category                  | Paper     | Article III.<br>Minimum<br>Percentage of “Recovered<br>Material” | Article IV.<br>Minimum<br>Percentage of<br>“Postconsumer Material” |
|------------------------------------------|-----------|------------------------------------------------------------------|--------------------------------------------------------------------|
| Article V.<br>High-<br>speed Xerographic |           | Article VI. 50                                                   | Article VII. 10                                                    |
| Article VIII.<br>Bond<br>Paper           |           | Article IX. 50                                                   | Article X. 10                                                      |
| Article XI.<br>Cover<br>Stock            |           | Article XII. 50                                                  | Article XIII. 10                                                   |
| Article XIV.                             | Envelopes | Article XV. 50                                                   | Article XVI. 10                                                    |

