



Town of Apple Valley

**REQUEST FOR PROPOSAL
FOR
APPRAISAL SERVICES**

NOTICE IS HERBY GIVEN that the Town of Apple Valley, hereinafter referred to as the “Town”, will receive up to, but not later than **5:00 p.m. on the 15th of September, 2014**, proposals for award of a contract to provide appraisal services for the Town.

All proposals shall be made in the format specified by the Town. Proposals shall be delivered to the:

Finance Department
14955 Dale Evans Parkway
Apple Valley, CA 92307
Attn: Marc Puckett, Assistant Town Manager

Information may be obtained by contacting Marc Puckett, Assistant Town Manager, at 760-240-7000.

TOWN OF APPLE VALLEY

Request for Proposal Appraisal Services

This is a Request for Proposal to establish a list of qualified, professional appraisers for the Town of Apple Valley.

To be considered responsive, contractors must bid in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein.

This Request for Proposal is set out in the following format:

- Section I: Introduction and Instructions
- Section II: Proposal Response Requirements
- Section III: Scope of Work
- Section IV: Sample Consulting Services Agreement

CLOSING TIME AND DATE:

PROPOSALS ARE DUE THURSDAY, SEPTEMBER 15, 2014, BY 5:00 PM

Proposals received after 5pm, Monday, September 15, 2014, will **NOT** be considered.

SECTION I INRODUCTION AND INSTRUCTIONS

Introduction

This is a Request for Proposal to establish a list of qualified, professional appraisers interested in contracting with the Town of Apple Valley to provide professional consulting and appraisal services as more particularly set forth herein in Section III.

Proposed Time Schedule

Proposals Due:	September 15, 2014 by 5:00 pm
Interview (if necessary):	September 15-19, 2014
Final Selection:	October 7, 2014

Instructions and Procedures for Submittal

1. Two originals (marked original) of the proposal must be submitted to the following address:

Finance Department
14955 Dale Evans Parkway
Apple Valley, CA 92307
Attn: Marc Puckett, Assistant Town Manager

2. All proposals must be submitted on standard 8.5" by 11" paper, printed, and bound.
3. Proposal must be accompanied by a cover letter with an affixed signature of an individual authorized to bind the proposing entity.
4. Response to this RFP must follow the format specified in Section II. Response should be in printed form (except where noted), concise, straightforward, and must fully address each requirement and question.
5. Proposal must be valid for a period of 90 days from the due date.
6. The Town reserves the right to negotiate with any contractor as necessary to serve the best interests of the Town and negotiate the final contract with the most responsive, responsible contractor. Town reserves the right to waive, at its discretion, any irregularity or informality which the Town deems correctable or otherwise not warranting rejection of the RFP. Town reserves the right to reject any and all proposals and to accept any proposal or portion thereof. No obligation, either expressed or implied, exists on the part of the Town, to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation of submission of proposals covered by this RFP are solely the responsibility of the contractors.
7. All proposals shall become the property of the Town; proposals must not be marked as confidential or proprietary. The Town may refuse to consider a proposal so marked.

Information in proposals will become public information and subject to disclosure laws. The Town reserves its right to make use of any information or ideas in the proposal.

8. There will be no public opening of proposals. Prices and other proposal information will not be made public until the proposal is awarded. At that time, the executed contract will become public information.
9. After the proposal due date, evaluation will commence.
10. The Town may require contractors found most responsive and responsible to make demonstrations or provide site visits during the proposal evaluation process. If presentations are required, contractors shall provide representatives capable of explaining, in detail, the proposed services and addressing all questions.
11. If the contract is awarded, it will be to the responsible contractor whose proposal is deemed to be in the best interests of the Town, and whose proposal best meets the requirements of the RFP documents and any addenda thereto, except for irregularities waived by the Town. Written notification will be made to unsuccessful contractors.
12. All contractors must submit information that indicates specific qualifications to complete the work to be done as defined herein. Each contractor shall submit with the proposal, a list of clients for whom similar work has been performed in the past five (5) years. The reference list shall include the names and addresses of the client, the name, title and telephone number of each client's manager, and the dates the work was performed. During the evaluation and selection process, the Town may contact each of the referenced clients. Contractors are hereby advised that the Town maintains the sole and exclusive right to determine whether or not the contractor can perform the work to be done.

SECTION II PROPOSAL RESPONSE REQUIREMENTS

Each contractor shall complete this portion of the RFP by discussing each item in the order presented. Responses to this Section will be analyzed by the Town to determine the recommendation of the successful contractor. Responses must be legible, clear, accurate, complete, and must be signed by an authorized representative.

A. Cover Letter

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter includes an introduction of the firm and statement of professional qualifications.

B. Profile of Firm

Please provide the following information:

- Name, address, and phone number of the firm.
- A brief description of the firm's experience in appraising property. In particular, experience with the Southern California real estate market.
- A summary of the firm's demonstrated capability, including length of time the firm has provided the services being requested.
- Professional qualifications; include copies of California state appraiser licenses and certificates.
- Description of experience with public agencies, if any.

C. Qualifications of Personnel and Resumes:

The contractor shall furnish a personnel staffing plan with sufficient information for evaluating the quality and competence of the personnel dedicated to the account. The Town, in its assessment of the proposal, will place considerable emphasis on the commitment by the contractor to provide qualified personnel for the execution of the contract. The contractor shall provide resumes in outline form for the Project Manager and/or key personnel committed to the account. Contractor shall also include the number and type of additional support personnel who will be assigned to the project.

D. References

Provide at least five (5) references which your firm has provided appraisal services for in the past five (5) years. Indicate the scope of the work performed for each of the referenced clients; the name of the client; address and telephone number; and the name of each client's contact person.

E. Compensation Schedule

Contractor shall provide detailed cost information of services on a monthly and annual, or per file basis, and include all costs associated for the scope of work provided.

F. Validity of Proposal

Contractor shall state the length of time for which the proposal shall remain valid. The Town requires a period of at least ninety (90) days.

G. Certificates of Insurance

Contractor shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the *Sample Consulting Services Agreement (Section IV)* within 10 days of award of contract.

H. Evaluation Criteria

The Town will evaluate each contractor's proposal to determine the responsiveness of each proposal to the specified requirements. The evaluation process will address the suitability of the contractor's proposal with respect to the elements of the proposal, as well as other elements determined to be in the best interests of the Town.

The most qualified firm to provide the requested services will be selected based on, but not limited to the following criteria:

1. Experience of the firm, particularly of staff assigned to supervise and administer the contract.
2. Demonstrated knowledge of public agencies, particularly municipalities.
3. Location of firm and availability of staff assigned to the Town.
4. Quality of references.
5. Proposed costs.
6. Content and form of written proposal.
7. Interview (if any).

These criteria are in random sequence and are not considered in any rank order of importance. Based on an evaluation of the proposals using the above criteria, the most qualified firms may be scheduled for interview with Town staff.

I. Consulting Services Agreement

The selected contractor will be required to enter into an agreement with the Town similar to the *Sample Consulting Services Agreement (Section IV)*, to provide the services as proposed. The term of the agreement will be for one year.

SECTION III SCOPE OF WORK

The selected contractor will provide appraisal services as described below and additionally, on an as-needed basis for the Town.

The contractor will:

- Provide appraisals of real property based on current fair market value as requested.
- Prepare Apple Valley Ranchos (AVR) Water Collection and Distribution System Valuation -
 - Prepare inventory of existing system from existing water system maps and master plans.
 - Using photographs, field visits and results of interviews with people familiar with existing equipment, summarize condition of existing system.
 - Seek access to all facilities as is necessary to determine valuations as well as all recent tank underwater inspection reports.
 - Utilizing available reports, property profiles and property appraiser reports (by others if applicable), inventory of existing system, reports on water rights, and current financial statement (as available), summarize AVR assets and liabilities.
 - Determine current value of the AVR. The value will be broken down into several categories such as properties, facilities, water rights, equipment, etc.
 - Prepare letter report containing assumptions, sources of information, work product and summarize current value of the AVR. Twelve (12) hard bound copies of the report are to be provided as well as electronic files.
- Adhere to appraisal practices as required to conform to the Uniform Standards of Professional Appraisal Practice (USPAP).
- Review completed appraisals with assigned Town staff.
- Provide appraisal-related consulting services on an as-needed basis.
- Maintain timely communication with the assigned Town staff.
- Attend staff and/or Town Council meetings when requested.

SECTION IV
SAMPLE CONSULTING SERVICES AGREEMENT

Agreement No. _____

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is made and entered into in the County of San Bernardino, State of California, this _____ day of _____, 2014, by and between the Town of Apple Valley, a municipal corporation (“Town”), and (“Consultant”).

WHEREAS, Town desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, Town and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish Town with professional consulting services as more particularly set forth and attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the Town.

5. Coordination of Services

All services are to be coordinated with (insert position title), subject to the direction of the Town Manager or Assistant Town Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by Town, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. Town agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of Town and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates _____ as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a Town business license.

11. Town's Responsibility

Town shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on _____, and expire on _____.

13. Termination

a. This Agreement may be terminated by Town if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. Town agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on Town's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. Town agrees to pay Consultant in an amount not to exceed \$_____ for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of Town from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by Town shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by Town for any defect

or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to Town by Consultant, Consultant shall pay the sales tax. Town shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. Town agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, Town shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by Town for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of Town. In the event Town does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which Town appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of Town and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At Town's request, Town shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by Town staff or any use of the completed documents and materials for other Town projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at Town's sole risk and without liability or legal exposure to Consultant. Town agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that Town or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that Town is receiving all services to which Town is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by Town. Consultant agrees to maintain all such records in Town or to promptly reimburse Town for all reasonable costs incurred in conducting the audit at a location other than in Town, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend Town, its Town Council, and each member thereof, and every officer, employee, representative or agent of Town, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit _____, attached hereto and incorporated

herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit _____. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit _____.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. Town and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of Town. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save Town harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from Town any of the benefits or rights afforded employees of Town, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of Town in any capacity, as agents or otherwise, or to bind Town to any obligation.

25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with Town's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized

personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and Town agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and Town.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and Town.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide Town staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and Town agree that neither Town nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and Town agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and Town agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

Town and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of Town and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all Town, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

Town and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

Town and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or Town shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Town or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

Town and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and Town agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and Town agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the Town Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. Town acknowledges that the person executing this Agreement has been duly authorized by the Town Council to do so on behalf of Town.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. 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 the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. Town reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

Town of Apple Valley
Risk Manager
Reference No. _____
14955 Dale Evans Parkway
Apple Valley, California 92307

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name Town, its Town Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Town, its Town Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to Town shall be primary and not contributing to or in excess of any existing Town insurance or self-insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its Town Council, officers, employees and volunteers. The 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.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Town, its Town Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the Town's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. Town preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG . \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER Town of Apple Valley Attn: Nikki Salas, Risk Manager Reference Bid: _____ 14955 Dale Evans Parkway Apple Valley, CA 92307	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE TOWN OF APPLE VALLEY (the "Town")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
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PRODUCER

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

Telephone:

Deductible Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. Per Occurrence Per Claim (which)

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the Town unless checked here in which case only the following specific agreements and permits with the Town are covered

TOWN AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
 COMMERCIAL GENERAL LIABILITY Claims Made
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
 OWNERS & CONTRACTORS PROTECTIVE Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$	
EACH OCCURRENCE	AGGREGATE

GENERAL
 PRODUCTS/COMPLETED OPERATIONS
 PERSONAL & ADVERTISING INJURY
 FIRE DAMAGE

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
 Address: _____
 Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The Town, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the Town; or (b) products sold by the named insured to the Town; or (c) premises leased by the named insured from the Town, the insurance afforded by this policy shall be primary insurance as respects the Town, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Town, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the Town, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Town.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Town, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

TOWN OF APPLE VALLEY
Attn: Nikki Salas, Risk Manager
Reference Bid:
14955 Dale Evans Parkway
Apple Valley, CA 92307

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____
 I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
 (original signature required)

Telephone: () _____ Date Signed: _____

