



**Request for Proposals (RFP)
Regional Coastal Adaptation Monitoring Program
(RCAMP)**

Release Date: October 3, 2022
Questions Due: October 7, 2022
Submittal Date: October 24, 2022

Submit all questions and proposals to:
Marc Beyeler, Executive Director
BEACON
Email: Beyeler@beacon.ca.gov

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PROJECT SUMMARY- About the RCAMP Program.

BEACON, a joint powers agency ("JPA"), consisting of the counties of Santa Barbara and Ventura and six coastal cities, responsible for addressing beach erosion and coastal access, is seeking a consultant or a team of consultant teams to assist BEACON with the development of the Regional Coastal Adaptation Monitoring Program (RCAMP).

Offerors shall provide program and project project-level planning, design, and cost estimation services which will provide BEACON, its partners, and interested stakeholders, with specific information necessary to proceed to develop a coastal adaptation monitoring program and design and initiate one or more pilot projects ("Project").

The City of Santa Barbara has accepted funds from the California Coastal Commission (CCC) to undertake the project in cooperation with BEACON, which is providing grant and project management assistance. BEACON and the City of Santa Barbara, working cooperatively, are initiating development of a RCAMP to develop and evaluate regional monitoring program metrics to be used in Local Coastal Plan (LCP) adaptation planning and decision-making. This project will involve a board range of interested stakeholders, agency representatives, technical reviewers, and members of the public.

BEACON will be managing the project process and will be managing the selected consultant. BEACON is seeking a consultant or consultant team to undertake certain tasks as outlined below to assist BEACON (and the City) in completing project tasks. BEACON will manage the

agency, stakeholder, and technical review of any project deliverables and/or reports.

SCOPE OF WORK & PROJECT DELIVERABLES

Task 1. Development of Regional Coastal Adaptation Monitoring Plan

Offeror will assist BEACON in managing the creation of a Regional Coastal Adaptation Monitoring Plan (“Plan”). The process for development of the Plan will include a Science Advisory Team and agency stakeholder group including representatives throughout Santa Barbara and Ventura Counties and CCC staff (referred to collectively as “team”). The process will commence with development of joint goals for the Plan and an assessment of stakeholders’ monitoring needs related to adaptation planning, implementation of adaptation projects, and assessment of adaptation project impacts and benefits. The team will evaluate various existing monitoring datasets and programs at the local, regional, state, and federal level. Offeror and the team will complete monitoring parameters for the program which will then be analyzed with respect to their effectiveness at implementing the goals of the project, costs, and ease of implementation. Parameters to be explored include physical attributes such as groundwater levels, sea levels, shoreline position, and bluff position, and social attributes such as the parcels and socioeconomic status of census tracts affected by flooding events. A Public Draft Plan will then be prepared that includes clear goals and outcomes of the monitoring program and identifies in detail chosen monitoring protocols and data sources, methods of monitoring, and frequency and timing of monitoring to be conducted. The Public Draft Plan will also outline the parameters for pilot monitoring to be conducted under Task 2 Pilot Monitoring.

The Public Draft Plan will be released for CCC staff review and then be released for public comment, and stakeholders and interested party outreach process will commence. Revisions to the plan will then be made based on CCC staff and public comments and a Final Draft Plan will be prepared.

Subtasks:

- 1.1 Finalize Plan development scope of work: identify resources needed for project, subcontractor needs, and assignment of work duties.
- 1.2 Assemble and organize technical review panel: Technical review panel will include the Science Advisory Team and possibly additional technical expertise from offeror.
- 1.3 Identify and compile agency stakeholder group.
- 1.4 Project work sessions: work sessions will include technical and stakeholder teams to scope out goals and parameters of the Plan.
- 1.5 Develop Administrative Draft Plan and 4-week CCC staff review
- 1.6 Public outreach and comment on Public Draft Plan
- 1.7 Prepare Final Draft Plan

Task 1 Deliverables: Administrative Draft, Public Draft, and Final Draft Plan

Task 2: Pilot Monitoring Project(s)

Following finalization of the Final Draft Plan, pilot monitoring will occur based on a subset of locations and parameters developed for the Plan. The pilot monitoring period is anticipated to

be 2 years. A draft monitoring results report will then be prepared that will serve as an example of regular monitoring results reports to be delivered in the future. Following CCC staff review, a final Pilot Monitoring Results Report will be prepared.

Subtasks:

- 2.1 Identify and evaluate pilot project site locations
- 2.2 Implement pilot monitoring
- 2.3 Prepare Draft Pilot Monitoring Results Report and 4-week CCC staff review
- 2.4 Prepare Final Pilot Monitoring Results Report

Deliverables: Draft and Final Pilot Monitoring Results Report

Task 3: Revised Protocols

Following pilot monitoring, the Science Advisory Team and stakeholder group will be reconvened to examine the lessons learned from the pilot monitoring and to recommend refinements to the monitoring protocols in the Final Plan and identify any further needs for the program. Based on this analysis, a revised Final Plan will be prepared.

Subtasks:

- 3.1 Reassess Final Plan from task 1.7 based on monitoring results.
- 3.2 Prepare Revised Final Plan which includes a 4-week CCC staff review before it is finalized.

Deliverable: Final Plan

BEACON DESIGNATED REPRESENTATIVE

Marc Beyeler
Executive Director
BEACON
Email: Beyeler@beacon.ca.gov
510-316-6095

RFP TIMETABLE

Task	Completion Date
Release RFP	10-03-2022
Questions Due	10-07-2022
Post Responses to Questions	10-10-2022
Submittal Date	10-24-2022
Potential Consultant Interviews	10-27-2022
Contract Selection Complete	11-04-2022
BEACON Board Approval of Contract	11-18-2022

PROPOSAL SUBMITTAL

Offeror must submit an electronic copy of the proposal to the BEACON Executive Director, Mr. Marc Beyeler at the following email address:

Beyeler@beacon.ca.gov

Proposal submittal must be delivered no later than 5:00 p.m. PT on the **Submittal Date**.

Proposals shall be no longer than 12 pages, not including resumes and attachments.

Proposals shall be held in confidence and shall not be available for public review until the conclusion of the selection process. Thereafter, all proposals shall become public record.

BEACON reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. Proposals will not be returned. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between BEACON and the Offeror selected.

SUBMITTAL QUESTIONS, ADDENDUM(S), CLARIFICATIONS, AND REVISIONS

All questions regarding the RFP should be received no later than the Questions Due date by email to BEACON's Designated Representative. All questions received by the Designated Representative will be responded to in writing and posted on the BEACON website no later than the Post Responses to Questions date.

If an addendum is issued to the RFP, it will be posted on the BEACON website on or before the Addendum date. BEACON has the discretion to extend the proposal submittal deadline if an addendum to the RFP is issued. It is the responsibility of Offerors to determine if addenda have been issued. Any addenda to the RFP will become part of the RFP.

BEACON reserves the right to accept or reject any or all submittals received as a result of this request, or to modify or cancel in part, or in its entirety, the RFP if BEACON determines it is in the best interest of the BEACON to do so.

Offerors may withdraw a Proposal, in writing, at any time up to the closing deadline. A written withdrawal notice must be received by BEACON. The notice must be signed by an authorized representative. If a previously submitted Proposal is withdrawn before the closing deadline, the Offeror may submit another proposal at any time up to the closing deadline.

PROPOSAL CONTENT

This section describes the required Qualifications and the Proposal format and content of any response. The Proposal must contain the requested information organized by the prescribed sections. Each Offeror shall submit a complete Proposal, providing all information requested with a complete description of the project plan. Failure to follow the prescribed format may result in rejection of the Proposal.

A Proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A Proposal may be rejected if any such defect or irregularity constitutes a material deviation from the submittal requirements.

BEACON will be managing the project process and will be managing the selected consultant. BEACON is seeking a consultant or consultant team to undertake certain tasks as outlined below to assist BEACON (and the City) in completing project tasks. An important component of the project will be the involvement of agency representatives, interested stakeholders, and members of the public. Another important component of the project will be external agency, technical, and science review. BEACON will manage the agency, stakeholder, and technical review of any project deliverables and/or reports.

Proposals to the RFP should include the following sections:

A. Executive Summary (5%)

Offeror shall provide a brief summary of the qualifications of its firm and proposed personnel. Included in the Executive Summary shall be an overview of the Offeror's technical and management approach that will be employed to deliver the Project. The Offeror shall also describe its understanding of the Project.

B. Project Understanding and Design Approach (25%)

Offeror shall demonstrate an understanding of the project and identify key design issues likely to be encountered and discuss methods to ensure the scope of services are successfully delivered on schedule and within budget. Offeror shall provide an assessment of the Scope of Work shown in this RFP and make recommendations for any changes based on the Offeror's experience in delivering similar projects.

C. Qualifications and Management Approach (30%)

Offeror shall demonstrate the following qualifications:

1. Experience with California state government grants and contracts management;
2. Knowledge of California Coastal Act and experience working on coastal permitting and planning projects with the California Coastal Commission or local jurisdictions (coastal development permits, LCP Amendments, technical reports, condition monitoring, special projects);
3. Experience with regional level coastal planning in California, including regional sediment management (RSM);
4. Experience with sea-level rise adaptation planning and projects;
5. Knowledge and experience with physical, environmental, and socio-economic monitoring associated with coastal processes and flood hazards;
6. Experience managing technical and scientific input to project and program goals, objectives, and pilot project design and operation;
7. Experience with identifying and developing decision-support tools and simple and effective applications of scientific and technical information;
8. Experience with stakeholder outreach processes;
9. Experience in developing and managing coastal projects (pilot-scale demonstration projects, monitoring projects, or other); and
10. Ability to effectively communicate technical information to nontechnical decision makers and stakeholders. Ability to prepare reports that are concise, well written, and contain effective graphics.

The Offeror shall also identify the proposed project personnel. Provide brief resume summaries of qualifications for all key personnel. Key personnel include the Project Principal, as well as any project specialists that the proposer may recommend be included in their proposal. Resume summaries should focus on experience and qualifications relevant to the Project. Show the use of any subcontractor(s) on the team.

D. Similar Project Experience of Offeror and Past Performance (25%)

Provide a brief description of relevant similar experience of the proposed project personnel. Experience shall be within the last five) years. The following information should be included:

1. Provide a brief description of Offeror's involvement in similar project efforts.
2. Include technical analysis experience on those projects as well as the following information for reference purposes:
 - a. Proposed project personnel (by name);
 - b. Project description and services provided;
 - c. Total project cost;
 - d. Total cost of services provided;
 - e. Project start date and completion dates;

- f. Budget and schedule performance;
 - g. Subcontractors involved; and
 - h. Name, telephone number, and address of the client's project representative.
3. List all contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring agency, contract number, name of contracting entity, and reason for termination.

4. PERSONNEL RESOURCES, COST PROPOSAL, & SCHEDULE (15%)

Offerors shall provide a spreadsheet that lists the name, classification, and cost of proposed staff and approximate person hours required to complete each task and subtask described in the Scope of Work. Summarize the total number of person hours, by name, labor classification, and costs. Subconsultant hours should also be included in the table.

Offerors shall provide a project schedule by task.

Describe current commitments of Offeror and its personnel to other projects in sufficient detail to confirm Offeror's ability to commit to the proposed Project.

SELECTION PROCESS

The proposal selection process is based on best value. Accordingly, BEACON may not necessarily make an award to the Offeror with the highest technical ranking nor award to the offeror with the lowest price that is technically acceptable if doing so would not be in the overall best interest of the BEACON.

BEACON will review all submitted proposals. Some Offerors may be invited for in-person or phone interviews to explain their project approach and methodology. BEACON staff will review all proposals and make a recommendation to the BEACON Executive Director following evaluation of 1) written proposals; and 2) performance at the oral interview, if applicable. If the Executive Director selects a different Offeror than the one recommended, then BEACON's Executive Director, will prepare a memo explaining the selection.

TERMS & CONDITIONS

A. Preclusion. Notwithstanding any other provision of this RFP, it is the practice of BEACON to preclude specified Offeror from providing professional services to BEACON on certain projects. These Offerors are identified as follows:

Any firm, individual, partnership, corporation, association, or other legal entity currently retained for professional services by an owner or developer or any other representative of a real property interest adjacent to, or coincident with, the proposed project. For purposes of this discussion, "currently retained" shall mean any professional services Agreement in force on the due date of a technical proposal for the services as described in this project proposal solicitation, or during the term of the project.

B. Limitations. This RFP does not commit BEACON to award an Agreement, to pay any pre-contractual expenses, or to procure or contract for services or supplies. BEACON expressly reserves the right to reject any and all submittals or to waive any irregularity or informality in any submittal or in the RFP procedure and to be the sole judge of the responsibility of any Offeror and of the suitability of the materials and/or services to be rendered. BEACON reserves the right to withdraw this RFP at any time without prior notice.

C. Award. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. BEACON also reserves the right to award the Agreement without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

D. Verbal Agreement or Conversation. No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of BEACON shall affect or modify any terms or obligations of the RFP, or any Agreement resulting from this RFP.

E. Pre-contractual Expenses. Pre-contractual expenses include any expenses incurred by Respondents and selected Offeror in:

- Preparing submittals in response to this RFP
- Submitting responses to BEACON
- Negotiations with BEACON on any matter related to submittals.
- Other expenses incurred by an Offeror prior to the date of award of any agreement.

BEACON shall not be liable for any pre-contractual expenses incurred by any Respondent or selected Offeror. Respondents shall not include any such expenses as part of the price proposed in response to this RFP. BEACON shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature. The proposal will also provide the following information: name, title, address, and telephone number of the individual with authority to bind the Offeror and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Offeror and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the Agreement is expected no later than the date shown in the RFP Timeline above.

G. Conflict of Interest Statement. Offerors submitting proposals in response to this RFP must disclose to BEACON any actual, apparent, or potential conflicts of interest that may exist

relative to the services to be provided under Agreement for Offeror services to be awarded pursuant to this RFP. If the Offeror has no conflict of interest, a statement to that effect shall be included in the proposal. The selected Offeror shall refrain from and disclose subsequent potential conflicts during the term of the Agreement.

H. Agreement Arrangements. The successful Offeror is expected to enter into an agreement based on the BEACON Standard Professional Services Agreement. A copy of BEACON's standard form Agreement for professional and technical services is included as Attachment A.

BEACON reserves the right to negotiate the terms of the Agreement, including the award amount, with the selected Offeror prior to entering into a Agreement. If Agreement negotiations cannot be concluded successfully with the highest-ranking Offeror, the agency may choose to negotiate an Agreement with the next highest ranking Offeror, etc.

J. Title VI of the Civil Rights Act of 1964. The Offeror agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d), as amended.

K. Equal Employment Opportunity. In connection with the performance of any awarded Agreement, the Offeror shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

L. Americans with Disabilities Act (ADA) Provisions. To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of BEACON to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the BEACON representative listed in this RFP. In order to ensure the proposal is in compliance with federal ADA guidelines, Offerors should review the federal ADA guidelines.

M. False or Misleading Statements. Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Offeror, shall be subject to rejection.

BEACON PROTEST PROCEDURES

A. Purpose and Applicability. The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by BEACON concerning its procurement activities.

The following protest procedures shall be employed for procurements conducted by BEACON. Such protests shall be applicable only to procurements wherein BEACON requests bids, proposals or offers for goods or services financed in whole or in part by public funds.

B. Definitions. The following definitions apply to terms used in this section:

1. **Days:** Unless otherwise specified, refers to BEACON working days.
2. **File or Submit:** Refers to the date of receipt by BEACON.
3. **Interest Party:** All bidders or Offeror's involved in a BEACON procurement. This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFP, or in the interpretation of such provision.
4. **Bid:** Refers to and includes: i) the terms "offer" and "proposal" as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

C. Basis for Protest. If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist, or; b) BEACON solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

1. Violation of federal, state or local law or regulation;
2. Sole source procurements;
3. Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published;
4. Changes to evaluation criteria made during the evaluation process;
5. Solicitation advertising violating applicable laws or regulations;
6. Provision of inadequate time to prepare a proposal.

Protests of BEACON procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to Agreement award, and; 2) protests occurring after Agreement award has been made.

D. Pre-Award Protests. The following procedures shall be followed for all protests filed prior to award of Agreement:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by BEACON.
2. Protests must be submitted in writing to the attention of the BEACON Designated Representative. The written protests shall include:
 - (a) The name, address, and telephone number of the protestor;
 - (b) The BEACON solicitation number and project description;

- (c) A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation;
 - (d) The resolution sought from BEACON by the protestor.
3. The BEACON Designated Representative shall receive the protest and issue written notification to the protestor within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.
4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
- (a) The goods or services being procured are urgently required;
 - (b) Delivery or performance will be unduly delayed by failure to make an award promptly;
 - (c) Failure to make prompt award will result in termination of a critical BEACON function or activity or otherwise cause undue harm to BEACON, or;
 - (d) The Executive Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process.

The Executive Director shall be responsible for making a written determination that circumstances require BEACON to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the BEACON Designated Representative.

5. All protests received within the specified period shall be examined by BEACON staff, who shall evaluate the matter and, within seven (7) calendar days, forward a recommendation concerning its disposition to the Executive Director.

No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by BEACON.

6. The Executive Director may attempt to resolve the protest with the affected party. If after receipt of the recommendation, the Executive Director elects not to attempt such resolution, or if resolution is attempted but not achieved, the protesting parties may appeal to the BEACON Board of Directors (hereinafter "Board") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Board shall be a waiver of any other rights under the BEACON Protest Procedures.

For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.

7. The Board shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Board, or at the next regularly scheduled Board meeting if exceeding the 45-day period. The Board may elect to appoint a sub-committee to review the protest and make a recommendation to the Board at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Board. Such parties shall be afforded an opportunity to present their case at the Board meeting.
8. The Board shall then make a formal decision on such protests at a public meeting. The decision of the Board, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The BEACON Designated Representative shall notify protesting parties in writing of any protest decision made by the Board.

Except under conditions described in item 4 above, such decision by the Board shall be made prior to award of any Agreement related to the subject procurement.

9. Should the Board deny the protest, BEACON may proceed with the procurement process. In the case of FTA-funded procurements, no Agreement shall be awarded within five (5) days following the Board's decision unless such award is necessary due to circumstances described in item 4 above. If the decision of the Board is to uphold the protest, then BEACON shall proceed pursuant to Board direction.
10. No court shall maintain subject matter jurisdiction prior to completion of the administrative process described herein.

E. Post-Award Protests. Protests received after award of Agreement shall be considered only if received within five (5) days following the date on which the Executive Director's award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by BEACON.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the Executive Director determines in writing that suspension of such award is necessary pending protest resolution. In that event, the awardee shall be so notified in writing, and the BEACON Board may effect an agreement with the Contractor for suspension of activity.

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Attachment A

SAMPLE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter, "Agreement") is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and **[INSERT CONTRACTOR NAME]**, having its principal place of business at and **[INSERT CONTRACTOR ADDRESS]** (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by BEACON and BEACON desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVES.** Marc Beyeler, BEACON consulting staff at phone number **805-[insert BEACON Phone]** is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. **[insert Contractor Rep.]** at phone number **[insert Contractor Phone]** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To BEACON: BEACON
 Address
 City, CA #####
 Attention:

To CONTRACTOR: _____

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This

Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to BEACON in accordance with Exhibit A, attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on {ENTER DATE} and end performance upon completion, but no later than {ENTER DATE} unless otherwise directed by BEACON or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by BEACON and which is delivered to the address given in Section 2, **NOTICES.** above, following completion of the increments identified in Exhibit B. Unless otherwise specified in Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that CONTRACTOR, (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to BEACON and not as an officer, agent, servant, employee, joint venture, partner, or associate of BEACON. Furthermore, BEACON shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, BEACON shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a BEACON employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save BEACON harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the BEACON or to this Agreement.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which

CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to BEACON pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at BEACON's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to BEACON that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES.** CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. BEACON shall not be responsible for paying any taxes on CONTRACTOR's behalf and, should BEACON be required to do so by State, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse BEACON for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. CONTRACTOR shall provide its social security number or tax identification number to BEACON, which BEACON shall keep on file at its offices.

10. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to BEACON, in writing, any potential conflict of interest. BEACON retains the right to waive a conflict of interest disclosed by CONTRACTOR if BEACON determines it to be immaterial, and such waiver is only effective if provided by BEACON to CONTRACTOR in writing.

11. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** BEACON shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to

completion. CONTRACTOR shall not release any of such items to other parties, except after prior written approval of BEACON.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to BEACON all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to herein as "Copyrightable Works and Inventions").

BEACON shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions reports, data, documents or other materials prepared under this Agreement. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless BEACON against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon any intellectual property or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by BEACON in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

12. **NO PUBLICITY OR ENDORSEMENT**. CONTRACTOR shall not use BEACON's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials, unless otherwise required. CONTRACTOR shall not use BEACON's name or logo in any manner that would give the appearance that the BEACON is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of BEACON's. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the BEACON or its projects without obtaining the prior written approval of BEACON.

13. **BEACON PROPERTY AND INFORMATION**. All of BEACON's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain BEACON's property, and CONTRACTOR shall return any such items whenever requested by BEACON and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any BEACON property, documents, or information without BEACON prior written consent.

14. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BEACON, the City of Santa Barbara, and the State of California shall have the right to interview staff and audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and review, whether by BEACON or the State, at no charge to BEACON.

If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by BEACON associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from BEACON, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to BEACON as specified by BEACON in the notification.

15. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR agrees to defend, indemnify and hold harmless the BEACON and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

16. **NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

17. **NON-EXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive agreement and that BEACON shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the BEACON desires.

18. **NON-ASSIGNMENT.** CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of BEACON and any attempt to so assign or so subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION.**

A. **By BEACON.** BEACON may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part, whether for BEACON's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** BEACON may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by BEACON, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on BEACON from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then BEACON will notify CONTRACTOR of such occurrence and BEACON may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, BEACON shall have no obligation to make payments with regard to the remainder of the term.
3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, BEACON may, at BEACON's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify BEACON as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- B. **By CONTRACTOR.** Except where BEACON withholds payment pursuant to other terms of this Agreement, should BEACON fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option, terminate this agreement, if such failure is not remedied by BEACON within thirty (30) days of written notice to BEACON of such late payment.
- C. **Upon termination,** CONTRACTOR shall deliver to BEACON all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as BEACON may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, BEACON shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to BEACON such financial information as in the judgment of BEACON is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of BEACON shall be final. The foregoing is cumulative and shall not affect any right or remedy which BEACON may have in law or equity.

20. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. **NO WAIVER OF DEFAULT.** No delay or omission of BEACON to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to BEACON shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of BEACON.

25. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all BEACON, State and Federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether BEACON is a party thereto or not, that CONTRACTOR has violated any such ordinance statute, or regulation, shall be conclusive of that fact as between CONTRACTOR and BEACON.

28. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements

necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the numbered sections shall prevail over those in the Exhibits.

33. **SUSPENSION FOR CONVENIENCE.** BEACON may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to [enter number of days] days. BEACON shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

34. **IMMATERIAL CHANGES.** CONTRACTOR and BEACON agree that immaterial changes to the Agreement such as updating the Designated Representative, addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or total contract amount may be authorized may be authorized by BEACON's Executive Director, or designee, in writing, and will not constitute an amendment to the Agreement.

35. **CHILD SUPPORT COMPLIANCE ACT.** For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with Public Contract Code 7110, that:

- A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

36. **TRAVEL REIMBURSEMENT.** BEACON will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3,

Subchapter 1, Article 2 of the California Code of Regulations. CONTRACTOR may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the CONTRACTOR has received *prior* written approval from BEACON permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the total amount referenced in this Agreement. CONTRACTOR shall ensure that travel and related expenses, including any of CONTRACTOR'S subcontractors travel and related expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

37. **DOMESTIC PARTNERS.** For CONTRACTOR Agreements of \$100,000 or more, CONTRACTOR certifies that the CONTRACTOR and/or its subcontractors are in compliance with Public Contract Code section 10295.3.

38. **ACKNOWLEDGEMENT.** In order to acknowledge the California Coastal Commission's ("Commission") support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support.

The CONTRACTOR shall include in any agreement with any subcontractor under the Local Coastal Plan Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

39. **PREVAILING WAGE.** CONTRACTOR agrees to comply with Labor Code Section 1771 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771, as applicable.

EXHIBIT A

Scope of Services

[As described in the RFP SCOPE OF WORK & PROJECT DELIVERABLES; Additional detail may be set forth as determined through proposal reviews and/or negotiations.]

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **[\$[enter dollar amount]]**.
2. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by BEACON.
3. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1 Schedule of Fees**. Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and to provide supporting documentation to connect requirements specified in Exhibit A. Sufficient detail for invoices includes but is not limited to:
 - A. The time period covered by the invoice during which work was actually done.
 - B. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period with supporting documentation.
 - C. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date.

CONTRACTOR agrees that BEACON may request and CONTRACTOR will provide receipts or other source documents for any direct expenditure or costs.

4. **Monthly**, CONTRACTOR, shall submit to the BEACON Designated Representative an invoice or certified claim for the service performed over the period specified. BEACON's Designated Representative shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of presentation.
5. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Attachment B1
SCHEDULE OF FEES

[To Be Determined]

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by BEACON) and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by BEACON on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to BEACON'S active as well as passive negligence but does not apply to BEACON'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify BEACON immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the BEACON requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the BEACON.

B. Other Insurance Provisions

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

1. **Additional Insured** – BEACON, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the BEACON, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the BEACON, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the BEACON.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to BEACON a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the BEACON by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the BEACON has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the BEACON. The BEACON may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the BEACON with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the BEACON before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The BEACON reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, BEACON has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by BEACON as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that BEACON is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – BEACON reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of BEACON to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of BEACON.