



PARKS, RECREATION & CULTURAL SERVICES

CALL TO ARTISTS
LODI POET LAUREATE PROGRAM

Proposal due September 30, 2022 before 5 p.m.

Issued by
Lodi Parks, Recreation and Cultural Services Department
230 W. Elm St.
Lodi, CA 95240
(209) 333-6742

**City of Lodi Parks, Recreation and Cultural Services
Call to Artists – Lodi Poet Laureate Program**

CALL TO ARTISTS

LODI POET LAUREATE PROGRAM

- 1.** NOTICE IS HEREBY GIVEN that the City of Lodi Parks, Recreation and Cultural Arts Department (PRCS) and Lodi Arts Commission (LAC) seeks applications from interested and qualified Artists to provide literary art services for its Poet Laureate initiative, and will receive proposals in the office of the CITY of Lodi, Parks, Recreation and Cultural Services Department Office, 230 W. Elm Street, Lodi, CA 95240, until 5 p.m. on September 30, 2022.
- 2.** The services to be performed by the successful proposer are described in the CALL TO ARTISTS (which is attached). Copies of the CALL TO ARTISTS are available from (and any questions should be directed to) the CITY at the Lodi Parks, Recreation and Cultural Services Department, 230 W. Elm Street, Lodi, CA 95240 Attn: Laura Johnston, (209) 333-6842, email ljohnston@lodi.gov. The general Scope of Services for design services is described in [Exhibit A](#).
- 3.** For questions concerning the anticipated work or scope of the project, contact Laura Johnston, Deputy Director, via email at ljohnstonn@lodi.gov no later than September 15. Answers to all questions will not be provided by phone or email, rather, answers to all questions will be posted on the CITY of Lodi's website, <https://www.lodi.gov/1196/Poet-Laureate>, September 19. It is the proposer's responsibility to check this site.
- 4.** Proposals may be submitted via email or hand delivered or mailed in a clearly marked envelope as follows: "Sealed proposal for the CITY of Lodi Parks, Recreation and Cultural Services Poet Laureate Program – Do not open with regular mail."
- 5.** All responsive proposals shall be reviewed and evaluated by the CITY in order to determine which proposer best meets the CITY's needs for this Project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the CITY shall evaluate proposals are set forth in the CALL TO ARTISTS.
- 6.** The CITY reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

Laura Johnston, Deputy Director
City of Lodi Parks, Recreation and Cultural Services

**City of Lodi Parks, Recreation and Cultural Services
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City of Lodi Parks, Recreation and Cultural Services
Call to Artists – Lodi Poet Laureate Program

I. INTRODUCTION

The City of Lodi Parks, Recreation and Cultural Arts Department (PRCS) and Lodi Arts Commission (LAC) seeks proposals from interested and qualified Artists to provide literary art services for its Poet Laureate initiative. The Artist selected through this competitive selection process would become Lodi’s first Poet Laureate.

Funding for the Poet Laureate is provided by the Library & Literacy Foundation for San Joaquin (Foundation) Grant. The Department’s Cultural Services staff will administer the Artist selection process and oversee the Artist(s) during the three-year Poet Laureate program. The objective of this program is to establish a Poet Laureate Program to support Lodi literacy programs and foster appreciation for poetry and its benefits. The program seeks to engage diverse voices and perspectives in shaping and furthering the literary arts, culture, and creative expression.

II. BACKGROUND

The City of Lodi boasts an active public art program including visual arts, public art murals and statues, cultural arts events, music, dance and art classes, and literacy programs. The Poet Laureate Program has been established to support Lodi’s literacy programs and foster appreciation for poetry and its benefits through reading poetry at civic events, development of commemorative poems that expresses Lodi life, and providing poetry workshops to the community.

III. PROJECT DESCRIPTION

The selected Poet Laureate will become the City’s first Poet Laureate, serving as a liaison, advocate, and leader for poetry, spoken word, and the literary arts. The Poet Laureate will leverage their artistic excellence and literary achievements to inspire Lodi’s diverse residents to have a greater appreciation of the literary arts. The Poet Laureate is expected to create engaging and conceptually driven, original works stimulated by and in response to the local communities, and cultivate critical thinking, connection, and appreciation of the literary arts through public readings, in-person literary workshops, and civic events.

Refer to [Scope of Services](#) for more information.

IV. ELIGIBILITY

Only one [application](#) per Artist will be accepted.

An eligible applicant must:

- Live in Lodi, California or surrounding communities and be authorized to work in the United States.
- Be 18 years of age or older. No preference will be given to race, color, religion, national origin, gender, military status, sexual orientation, marital status, physical or mental disability.
- Have a demonstrated history of community involvement, in particular, Lodi, CA.
- Have the ability to engage the public and show past experience engaging with the public.

V. ELIGIBILITY RESTRICTIONS

Individuals with conflicts of interest are not eligible for contract award under this solicitation. Elected officials, commissioners, board members, committee members, agents, officers, and employees of

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the City of Lodi and their business partners and their immediate family members are not eligible for a contract award under this CALL TO ARTISTS.

VI. PROPOSAL SUBMISSION CONTENTS

Contents to the proposal must be submitted as one document (MERGED PDF format if submitted electronically) which should include enough information to demonstrate the approach and ability to accomplish the project's requirements including;

- A. A completely filled out [application page](#) including verifying the statement that no conflicts of interest exist in the provision of the service.
- B. A signed [Hold Harmless Agreement](#).
- C. A written narrative (1,000 words maximum). Please consider the following questions when writing your Letter of Interest:
 - i. Why are you interested in serving as Poet Laureate?
 - ii. Describe your passion for the literary arts and comprehension of the project.
 - iii. How do you see the Poet Laureate's relationship to Lodi?
 - iv. Explain your methodology/approach for conceptualizing and creating art.
 - v. What do you envision doing during your tenure, and how does this vision align with the program goals?
 - vi. How will you inspire and engage Lodi's unique public?
- B. Professional Résumé or Curriculum Vitae. The résumé may include literary activities and achievements such as, publication history, awards, performances and readings, past public poetry projects and education.
- C. A maximum of three (3) original poems and/or videos of original performed spoken word may be included. Any videos as work samples shall be accessible to the selection committee via weblink(s). Applicant must provide an annotated and detailed work sample list and/or a list of weblinks with an annotated description of each performance as an additional document in the PDF format.
- D. References: Submit the names, addresses, current telephone numbers and/or email addresses for three authorities on your work. Do not submit letters of recommendation. We may call references, so please double-check to ensure that the contact information for your references is correct.

VII. PROPOSAL SUBMITTAL INSTRUCTIONS

- A. Pre-Proposal Information: As it is the CITY's intent to provide the same information to all interested parties, questions will not be answered individually by telephone or other means, but will be answered on the CITY's website, <https://www.lodi.gov/1120/Call-to-Artists>. City of Lodi encourages interested parties to submit questions in writing by emailing Laura Johnston, Deputy Director, at ljohnston@lodi.gov, or by calling (209) 333-6742. All questions and requests for clarification must be submitted by 5 p.m. September 15, 2022.
- B. Submission Requirements: We strongly encourage proposals be submitted electronically. Emailed proposals should include "City of Lodi Poet Laureate Program" in the subject line and be addressed to ljohnston@lodi.gov. Emailed proposals must be in PDF format and cannot exceed 20MB. (Do not submit proposals as a Zip file.) No faxes shall be accepted. Staff will confirm once it's been received.
- C. If submitting a hard copy proposal, submit in a sealed envelope or box with the following words clearly marked on the outside of the envelope, "Sealed proposal for the City of Lodi Parks,

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Recreation and Cultural Services Poet Laureate Program – Do not open with regular mail.” The supplier’s name and address must be clearly indicated on the envelope. Staff will confirm once it’s been received.

- D. Proposals may be mailed or hand delivered to:

City of Lodi Parks, Recreation and Cultural Services
Attn: Laura Johnston, Deputy Director
230 W. Elm Street
Lodi, CA 95240

- E. **Withdrawing:** Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the CITY the services described in the attached specifications, or until one or more of the proposals have been approved by the CITY administration, whichever occurs first.
- F. **Submittal Deadlines:**
- CALL TO ARTISTS issued September 2, 2022
 - Questions due by 5:00 pm, September 15, 2022
 - Answer available by 12:00 pm, September 19, 2022
 - Proposals due by 5:00pm, September 30, 2022
 - Oral Interviews are tentatively scheduled for October 19, 2022
 - Contract final selection estimated by December 7, 2022
 - Contract work begins by Thursday, January 1, 2023

DEADLINE: September 30, 2022

VIII. SELECTION

The CITY’s selection criterion includes, but is not limited to the following:

- A. Proposals will be reviewed and evaluated by STAFF for responsiveness to the CALL TO ARTISTS to determine whether the Proposer possesses the artistic qualifications necessary for the satisfactory performance of the services required.
- B. A subcommittee of the LAC will review all responsive proposals and recommend to the LAC, at a regularly scheduled meeting, to recommend the award for a chosen artists to City Council. Those deemed most qualified may be invited to an interview with CITY Staff and LAC members, October 19 or 20 as deemed necessary, prior to recommending to City Council.
- C. The CITY reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The CITY reserves the right to extend the time allotted for the proposal to examine verbally the bidder in-person, and to request and review a best and final offer, should the CITY deem that it is in its best interests to do so.
- E. This CALL TO ARTISTS does not commit the CITY to award a contract, or to pay any costs incurred in the preparation of the proposal. The CITY reserves the right to accept or reject any or all proposals received as a result of this CALL TO ARTISTS, to negotiate with any qualified Proposer, or to cancel this request in part or in its entirety. The CITY may require the selected Proposer to participate in negotiations and to submit such technical, price, or other revisions to their proposal as may result from negotiations.

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- F. The CITY reserves the right not to award any portion of this CALL TO ARTISTS or the project in entirety if it finds that none of the proposals submitted meets the specific needs of the project. The CITY reserves the right to modify the scope of services (EXHIBIT A) and award portions of this CALL TO ARTISTS to the selected vendor. The CITY reserves the right to award this work to multiple vendors if the scope of services would be best completed by multiple vendors and their associated experience.
- G. Upon completion of the review period, the CITY shall notify those Proposers whose proposals are being considered for further evaluation within that 30-day period.

IX. PROJECT REQUIREMENTS

The awarded ARTIST shall provide and maintain the following;

- A. The ARTIST will provide all equipment, supplies and transportation necessary to perform literary services as outlined in the scope of services.
- B. The ARTIST must enter into an Agreement for services using the CITY of Lodi’s Professional Services Agreement ([EXHIBIT D](#)), which shall be the binding contract with scope of services and fees attached as exhibits.
- C. The ARTIST must maintain all [liability insurance](#), and agree to hold the CITY of Lodi harmless, consistent with the following: ARTIST further agrees to assume all hazards and risks which ARTIST may incur in the course of performing this contract and agrees to indemnify and hold the CITY of Lodi harmless and release the CITY of Lodi, its officers, employees, agents and participants, from any and all liability for any injury arising out of, or in any way connected with participating in this program. ARTIST understands that CITY has no accident or Workmen’s Compensation insurance for persons performing services as an independent ARTIST.
 - i. Provide evidence of Comprehensive General Liability Insurance coverage in the amount of \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage naming the CITY of Lodi as Additional Insured, Worker's Compensation as required by the State of California, professional liability for claims made at \$1,000,000 per occurrence, automobile liability claims made at \$1,000,000 per occurrence.
- D. The ARTIST shall provide a copy of CITY of Lodi Business License.
- E. The ARTIST shall provide an IRS W-9.

X. AWARD

- A. An award will be recommended to CITY Manager/CITY Council. If the CITY determines, after further evaluation and negotiation, to award the Agreement, a Professional Services Agreement ([EXHIBIT D](#)) shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the CITY until after the Agreement is signed by duly authorized representatives of both the Proposer and the CITY. The CITY reserves the right not to award a contract, to reject any proposals, to negotiate with prospective proposers and to waive informalities and irregularities in proposals received.
- B. The CITY reserves the right to award any contract to the next most qualified person if the successful Proposer does not execute a contract within 30 days of being notified of selection.
- C. The awarded Proposer must follow through with all requirements set forth in the attached CITY of Lodi Professional Services Agreement ([EXHIBIT D](#)), including submitting a copy of CITY of Lodi Business License and required insurance (as required in [EXHIBIT C](#)), which shall be the binding contract with scope of services and fees attached as exhibits.

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- D. Prior to the commencement of work, the CITY and the selected Proposer will meet to settle contract details. A letter notifying the consultant of the CITY’s award will constitute notice to proceed.
- E. Any material submitted by a proposer shall become the property of the CITY. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- F. PRCS reserves the right to terminate the Poet Laureate’s agreement at any time, with or without cause.
- G. Should the Poet Laureate’s contract not be extended, the CITY reserves the right to choose another applicant or to issue another CALL TO ARTISTS.

XI. TIME FRAME

The term of the agreement shall commence January 1, 2023 for one (1) year through December 31, 2023 with the option to extend the agreement for two (2), one-year terms, January 1, 2024-Dember 31, 2024 and January 1, 2025-December 31, 2025.

XII. ARTIST STIPEND

Funding ([EXHIBIT B](#)) for the Poet Laureate is provided by the Library & Literacy Foundation for San Joaquin (Foundation) Grant in the amount of \$15,000. The City of Lodi will award the Poet Laureate a stipend of \$4,500 per one-year term; \$4,500 per year beginning on January 1, 2023 with the two (2) subsequent payments of \$4,500 on January 1, 2024 and January 2, 2025. The stipend is all-inclusive and must cover all costs associated with the [Scope of Services](#), including all travel expenses.

XIII. ADDITIONAL TERMS AND CONDITIONS

For questions about the CALL TO ARTISTS, contact Laura Johnston, Deputy Director at ljohnston@lodi.gov or call (209) 333-6742.

PRCS reserves the right to accept or reject any applications or portions thereof without stated cause. In selection of a finalist, the PRCS staff shall attempt to negotiate and reach a final agreement with the finalist. If the PRCS, for any reason, is unable to reach a final agreement with the finalist, the PRCS then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The PRCS may also elect to reject all proposals and re-issue a new CALL TO ARTISTS.

PRCS is not responsible for the loss or damage of any submitted materials. All information contained herein does not constitute either an expressed or implied contract and these provisions are subject to change without notice at any time and for any reason in the sole discretion of the PRCS.

PRCS is committed to fostering a diverse and inclusive workforce. Diverse applicants are encouraged to apply.

XIV. TENTATIVE SCHEDULE

- | | |
|---|--------------------|
| ○ Issuance of Request for Proposals (CALL TO ARTISTS) | September 2, 2022 |
| ○ Application Deadline | September 30, 2022 |
| ○ Review of Applications (LAC Subcommittee) | October 15, 2022 |
| ○ Final Selection of Poet Laureate | November 9, 2022 |
| ○ Poet Laureate Selected at City Council | December 7, 2022 |
| ○ Agreement Executed with Final Scope | January 1, 2023 |

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APPLICATION

ARTISTS INFORMATION	
Name (First and Last)	
Address	City, State Zip Code
Phone	Email Address
Courses or degrees you have in your specialty	Years of experience in your field
Where have you had previous experience?	

Please return this page with your [Proposal Submission Contents](#).

- I attest that I have no conflict of interest with Individuals who are not eligible for contract award under this solicitation such as elected officials, commissioners, board members, committee members, agents, officers, and employees of the City of Lodi and their business partners and their immediate family members are not eligible for a contract award under this CALL TO ARTISTS.

As an adult, have you ever been convicted of a misdemeanor or felony, or been on parole or probation? Yes No

If YES, you must list all convictions since your 18th birthday on an attached sheet. Include offense, date, and place of conviction. A YES answer will not automatically disqualify you from appointment; however, failure to disclose misdemeanor or felony convictions will result in termination or denial of appointment. All applicants prior to appointment must be fingerprinted and cleared through the California Department of Justice in accordance with the City of Lodi resolution 2001-201.

Signature

Date

**Please submit a separate page with the names, addresses, current telephone numbers and/or email addresses for three authorities on your work.*

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HOLD HARMLESS AGREEMENT

In consideration of the acceptance of my application for entry into the above program/event, I hereby waive, release and discharge any and all claims for damages or death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of Lodi as a result of my participation in the program/event.

This release is intended to discharge the City of Lodi, its agents and employees, and any other involved municipalities or public entities from and against any and all liability arising out of or connected in any way with my participation in the program/event, even though that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above.

I further understand that accidents and injuries can arise out of the program/event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all of the persons or entities mentioned above to assume those risks and to release and to hold harmless all of the persons or entities mentioned who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

I agree that the information in this application is true:

Signature

Date

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EXHIBIT A - SCOPE OF SERVICES

The goals of the Poet Laureate Program are to;

- Support Lodi Library’s early childhood and adult literacy programs.
- Foster an appreciation of poetry in the lives of community members.
- Commemorate specific civic events through composing and reading poetry.
- Increase community awareness of the benefits and importance of poetry and the literary arts.
- Develop overtime commemorative poems that expresses the Lodi life.
- Offer poetry workshops to the community.

The Artist’s objectives during a one-year term include the following, but are not limited to:

- Compose one poem per year dedicated to the City of Lodi at a city council meeting in April, national Poetry Month.
- Host a teen, Spoken Word event, (i.e. poetry slam).
- Host a literacy event with the Lodi Unified School District.
- Collaborate with the Lodi Library to host an early childhood literacy program.
- Partner with the Lodi Arts Commission at an arts related event (i.e. Art Hop, Taco Truck Cookoff, art unveiling, commission meeting).
- Provide a free poetry workshop to the general public at the library.
- Provide public readings of original work.

The City of Lodi reserves the right to review the proposed poem(s) beforehand. The proposed poem may be either the Poet Laureate’s own or the work of another poet(s).

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EXHIBIT B – FEE PROPOSAL

Funding for the Poet Laureate is provided by the Library & Literacy Foundation for San Joaquin (Foundation) Grant which was adopted by Resolution 2022-162 at the regular scheduled meeting June 15, 2022. The City of Lodi will award the Poet Laureate a stipend of \$4,500 per one-year term. The stipend is all inclusive and covers all costs associated with the [Scope of Services](#), including all travel expenses.



EXHIBIT C

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

Insurance Requirements for Most Contracts (Not construction or requiring professional liability)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

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

Section 1.2 Purpose

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

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

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

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

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional one (1) one (1)-year extension; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed two (2) years.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR:

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

Section 4.22 Counterparts and Electronic Signatures

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

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

ATTEST:

CITY OF LODI, a municipal corporation

OLIVIA NASHED
City Clerk

CHRISTINA JAROMAY, Parks,
Recreation, Cultural Services Director

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

By: _____

By: _____

Name:

Title:

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

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

Doc ID:

CA:Rev.02.2022.LT