



The Town of Portola Valley California



REQUEST FOR PROPOSALS

TOWN MANAGER EXECUTIVE RECRUITMENT SERVICES

RELEASE DATE: March 10, 2023

CLOSING DATE/TIME: March 31, 2023 at 5:00 P.M.

CONTACT PERSON: Corie Stocker/ cstocker@portolavalley.net

I. INTRODUCTION

The Town of Portola Valley, California is seeking proposals from qualified executive recruitment service firms to assist the Town Council in the selection of a new Town Manager.

II. BACKGROUND

Portola Valley lies in the scenic foothills of southern San Mateo County just five miles west of Stanford University in a green and gold valley. Covering ten square miles and with a population of approximately 4,500, the Town values its environmental and historic heritage, its excellent public schools and its economical Town government supported by a multitude of volunteers. An extensive trail system, scenic roads, open space and natural views contribute to its small town rural character.

Incorporated in 1964, Portola Valley is a General Law City. It operates under a Council-Manager form of governance. An elected five-member Town Council sets policy for the Town, with valuable assistance from the Town's many commissions and advisory committees. The Town Council appoints the Town Manager, Town Attorney, and members of the volunteer commissions and committees. The Town Manager is responsible for implementing the Council's policies, ordinances and directives, for overseeing the day-to-day operations of the Town, and for appointing the directors of the Town's departments.

The Town currently has approximately nineteen full-time positions. It contracts for police services with the San Mateo County Sheriff's Office and is served by an independent fire district. The Town has an annual budget of \$8.1 Million.

The current Town Manager will leave his position in March 2023, after seven years of service. The Town Council will appoint an Interim Town Manager to serve until a new Town Manager is retained.

III. PROJECTED TIMELINE

The following is an outline of the anticipated schedule for the selection of the executive recruitment firm. The schedule is tentative and subject to change.

RFP Released	March 10, 2023
RFP Responses Due	March 31, 2023
Consultant interviews (if invited)	April 5, 6 and 7, 2023
Anticipated Town Council meeting to award contract (Council expects to interview top applicant(s) at meeting)	April 12, 2023

All material submitted in accordance with this RFP become the property of the

Town and will not be returned. If you have any questions regarding this RFP, please contact Corie Stocker at cstocker@portolavalley.net.

IV. SCOPE OF SERVICES

- Meet with the Town Council and stakeholder groups as necessary to facilitate the development of an appropriate candidate profile for the new Town Manager.
- Validate desirable candidate characteristics through discussions with the Town Council, Interim Town Manager, public representatives and, if applicable, department representative(s).
- Develop and execute an inclusive media plan for the recruitment (print, web, social media, targeted calls, etc.)
- Identify specific strategies to encourage highly qualified applicants from diverse backgrounds to apply.
- Acknowledge receipt of candidates' application materials and maintain communication with all candidates throughout the recruitment process.
- Answer questions from candidates and collect application materials.
- Review the applications received, comparing them to the desired candidate profile.
- Advise the Town Council, Interim Town Manager and/or department representative(s) on the qualifications of the candidates, develop a list of recommended candidates for interviews, provide a written report summarizing the overall candidate pool and the qualifications of those selected to be interviewed.
- Perform initial screening interviews with the most qualified candidates.
- Advise the Town Council on interview strategies, appropriate questions, and evaluation tools.
- Attend and facilitate the interview sessions for semi-finalist candidates.
- Assist the Town Council in selection of finalists.
- Conduct complete background and reference checks on finalist candidates, including public records searches, education, employment and credit checks.
- Prepare and present a confidential reference report on each finalist candidate.
- Facilitate the final interview process and be available to assist the Town Council in making a final selection.
- Provide progress reports at least bi-weekly to the Town Council. Periodic on site meetings may be required to discuss ongoing progress.
- Assist the Town with employment contract negotiations.
- Maintain all correspondence and record-keeping throughout the process.
- Compile search documentation and prepare a final written summary of all work performed and outreach taken related to developing, conducting, and completing the search.

V. PROPOSAL REQUIREMENTS

Each proposal shall include the following information:

- A. A projected or sample timeline for the completion of a recruitment process as described in the Scope of Work.
- B. Background information on the firm, including details of the firm's experience with public agency recruitments generally and for similarly situated jurisdictions, including the number of searches and placements; a brief resume of the individual(s) to be assigned to this project; contact information for three (3) references; and sample work products including recruiting brochures, candidate questionnaires, candidate reference reports, etc. The proposal should include information about the firm's current engagements and an affirmation of the firm's ability to focus on this project.
- C. A proposed schedule for each phase of the process, including development of the recruitment profile, search, background evaluations, interviews, and selection.
- D. Information about the firm's approach for recruitments that do not produce a viable candidate or the premature dismissal or resignation of the selected candidate.
- E. A "not to exceed" fee for all the professional services and tasks described in the Scope of Work as well as a specific "not to exceed" amount for expenses related to the professional services.
- F. A list of any additional activities and/or techniques that might be helpful to incorporate into the recruitment and selection process and the specific cost for adding such services.
- G. The hourly rate at which the Town would be billed for any services that the Town might request outside the scope of the items in the RFP.

VI. PROFESSIONAL SERVICES AGREEMENT

The Town shall enter into a Professional Services Agreement with the selected recruitment firm. A sample of a Professional Services Agreement is included in Attachment A. All Proposers must identify in their proposal any terms and conditions of the sample Professional Services Agreement that they wish to negotiate.

VII. SELECTION PROCESS

The final award will be based on the following criteria:

- Ability to meet requested service needs,
- Experience in conducting successful public agency recruitments especially for the position of Town Manager for similarly situated jurisdictions,
- Overall experience of personnel to be assigned to the work,
- Schedule and availability,
- Reference checks
- Cost to the Town. The Town is under no obligation to award a contract to the

lowest cost proposal. However, additional consideration will be given to those who provide the best value for the services requested.

The Town of Portola Valley has full discretion in its selection of a consultant. All proposals submitted will be subject to public record laws. The Town reserves the right to cancel or reissue the RFP or revise the timeline at any time. The Town reserves the right to reject any and all proposals and to waive minor irregularities in the proposal process. The Town may accept any proposal if such action is believed to be in the best interest of the Town. The Town is not liable for any cost incurred by the proposer prior to execution of a contract. The Town reserves the right to negotiate scope and cost with the consultant. The project team shall be approved by the Town of Portola Valley. The Town has the right to approve in its discretion any changes in the project team.

VIII. SUBMISSION PROCESS

Proposals shall clearly be identified as "Response to Request for Proposals for Executive Recruitment Services."

Electronic copies of proposals are permitted. If you choose to provide hard copies, please deliver seven (7) copies of the proposal for distribution in a sealed envelope, delivered no later than 5:00 p.m. on March 31, 2023.

Proposals may be delivered by mail or in person to:

Town of Portola Valley
Attn: Corie Stocker, Interim Assistant Town Manager
765 Portola Road
Portola Valley, CA 94028

EXHIBIT A
AGREEMENT FOR
EXECUTIVE RECRUITING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, ____ by and between the Town of Portola Valley, a municipal corporation, ("Town") and _____ ("Consultant").

RECITALS

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide _____ services to the Town, as described in more detail in Exhibit A. Consultant will work with the Town to _____.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit A attached hereto.

2. TIME OF PERFORMANCE. The services shall be performed on a timely, regular basis in accordance with the Schedule of Performance attached hereto as Exhibit B.

3. STANDARD OF PERFORMANCE. As a material inducement to the Town to enter into this Agreement, Consultant hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder and will perform the services to a standard of reasonable professional care.

4. COMPLIANCE WITH LAW. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been satisfactorily completed by Consultant, unless earlier terminated pursuant to Section 17, below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit C, to a maximum of _____ (\$_____). The Town also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit C. In no event shall the total compensation and out of pocket expenses payable to consultant under this Agreement exceed the sum of _____ (\$_____), unless specifically approved in writing by the Town Council.

7. METHOD OF PAYMENT. Consultant shall invoice the Town for work performed after each task is completed as set forth in Exhibit B. Payments to Consultant by Town shall be made within thirty (30) days after receipt by Town of Consultant's itemized invoices.

8. REPRESENTATIVE. _____ is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of _____ were a substantial inducement for Town to enter into this Agreement. Therefore, _____ shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the Town.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the Town, a wholly independent contractor and not an agent or employee of Town. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Town harmless from any failure of Consultant to comply with applicable worker's compensation laws.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussions, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

11. OWNERSHIP OF MATERIAL. All reports, documents, other written materials, or other work product developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement and all rights within, shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

13. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

14. INDEMNIFICATION.

14.1 To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, employees, agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

14.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by Town shall not operate as a waiver of such right of indemnification.

14.3 The Town does not and shall not waive any rights that it may possess against Consultant because of the acceptance by the Town or the deposit with the Town of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. INSURANCE REQUIREMENTS. Consultant agrees to have and maintain the policies set forth in Exhibit D entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Town Attorney as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Town Attorney. Consultant agrees to provide Town with a copy of said policies, certificates, and/or endorsements before work commences under this Agreement. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

16. SUSPENSION. The Town may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of

services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

17.2 In the event of termination, Consultant shall deliver to the Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is contained on a hard computer disk, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft computer disk and deliver said soft computer disk to Town. Town shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the Town.

18. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

20. NOTICES. Any notices, bills, invoices, reports or other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To Town:

Town Manager
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028
Fax: (650) 851-4677

To Consultant:

Fax: (____) _____

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees, subcontractors or applicants are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

23. COOPERATION. In the event any claim or action is brought against the Town relating to Consultant's performance or services under this Agreement, Consultant shall render any reasonable assistance and cooperation which Town might require.

24. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement effective as of the date written above.

TOWN:

CONSULTANT:

By: _____
Mayor

By: _____

Name (printed): _____

Title: _____

EIN _____

EXHIBIT A

(SCOPE AND LEVEL OF SERVICES)

EXHIBIT B

(SCHEDULE OF PERFORMANCE)

EXHIBIT C

(COMPENSATION)

EXHIBIT D

(INSURANCE REQUIREMENTS)

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

1. **MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:

1.1 Insurance Services Office Form No. CG 0001 covering General Liability and Commercial General Liability on an "occurrence" basis.

1.2 Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto), Code 8 (hired autos) or Code 9 (non-owned autos), if Consultant has no owned autos.

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

1.4 Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Architects' and Consultants' coverage is to be endorsed to include contractual liability.

2. **MINIMUM LIMITS OF INSURANCE.** Consultant shall maintain limits no less than:

2.1 **Comprehensive General Liability.** (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2.2 **Automobile Liability.** One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2.3 **Workers' Compensation and Employers Liability.** Workers' compensation limits as required by the Labor Code of the State of California. One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

2.4 **Errors and Omissions Liability.** Two Million Dollars (\$2,000,000) per occurrence.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to, and approved by, the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officials, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4. OTHER INSURANCE PROVISIONS.

4.1 General Liability and Automobile Liability Coverages. The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees, agents and contractors.

4.1.2 The Consultant's insurance coverage is the primary insurance as respects the Town, its officials, employees, agents, contractors, and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, agents, contractors, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the Town, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Town's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice ten (10) days for non-payment) by regular mail has been given to the Town.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, agents or contractors.

4.1.6 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provision set forth in subsection 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage be maintained by Consultant for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Consultant shall furnish the Town with original certificates, amendatory endorsements, and actual policies of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

Town of Portola Valley
Attn: Town Clerk
765 Portola Road
Portola Valley, CA 94028

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

