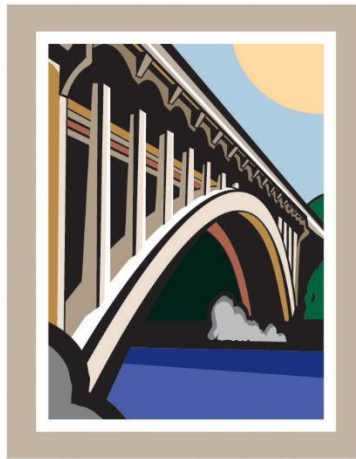


CITY OF FOLSOM PARKS & RECREATION  
DEPARTMENT

REQUEST FOR PROPOSAL (RFP) FOR CORTEN  
STEEL SIGN MANUFACTURING AND  
INSTALLATION



CITY OF  
**FOLSOM**  
PARKS & RECREATION  
DEPARTMENT

Proposal Deadline:

NOVEMBER 8, 2022  
At 4:00 PM

Zachary Perras  
Municipal Landscape Services Manager  
City of Folsom  
50 Natoma St. Folsom, CA 95630  
916-461-6675

# REQUEST FOR PROPOSAL (RFP) FOR CORTEN STEEL SIGN MANUFACTURING AND INSTALLATION FOR THE CITY OF FOLSOM PARKS & RECREATION DEPARTMENT

## Contents:

1. Request for Proposal
2. RFP Exhibit A. – Sign Specifications
3. RFP Exhibit B. Sample Professional Services Agreement

Release Date:	October 21, 2022
Questions Due Date:	October 26, 2022
Closing Date:	November 8, 2022
City Council Award Date:	November 22, 2022
Contract Start Date:	December 1, 2022

## **1.1 PURPOSE:**

This request for proposal is intended to provide interested contractors with adequate information to prepare and submit proposals for consideration with the City of Folsom.

The City of Folsom Parks & Recreation Department is releasing this request for proposal (RFP) soliciting sealed proposals from qualified vendors that specialize in corten steel sign manufacturing and installation. They will need to be able to furnish all labor, equipment, and materials necessary to renovate the existing wrought iron fencing, create the corten steel inserts and aluminum logos (logo to be determined), and install corten signs onto refinished wrought iron fence. The project sites are located within the Lexington Hills Neighborhood within the city of Folsom, there are a total of 16 locations, each having two signs, one on each side for a total of 32 corten signs. The Contractors shall have a minimum of 5 years of documentable experience with similar types of work and be able to complete the project within 90 days of approval of proposal. A copy of the RFP can be obtained by request from Zachary Perras, Municipal Landscape Services Manager.

The requested proposal must include all labor, materials, parts, and equipment necessary to meet the bid specification provided in exhibit A.

## **1.2 BACKGROUND:**

The City of Folsom is located in Sacramento County at the base of the Sierra Foothills along the Highway 50 Corridor abutting El Dorado, and Placer Counties. Folsom currently has a population of approximately 86,300 covering roughly 30 square miles. The project in question is replacing sign inserts and renovating wrought iron fencing that the signs are mounted on. The original install was completed in the late 1980's and has remained unchanged since. The intent of this project is to renovate and update the signage all while keeping with the original look and feel of the neighborhood.

## **1.3 SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR:**

- A. The contractor shall furnish all labor, materials, parts, and equipment necessary to achieve the described outcome depicted in exhibit A.

- B. The Scope of services may or may not include subcontractors' services. If subcontractors are desired to be utilized primary will need to identify the areas they will be working and get the written approval from the Municipal Landscape Services Manager or his designee prior to start of work.
- C. Locations of services to be performed is limited to the sites designated in the agreement. At the discretion of the Municipal Landscape Services Manager or his designee additional areas may be added to the service area at an additional cost to the City at the per acre cost provided in your response to this request.
- D. This agreement will commence on the start date (December 1, 2022) and will be required to be completed within the allotted 90-day period. Timeliness of completion is paramount when working within the City and liquidated damages may be sought if the described scope is not completed in the allotted amount of time.

#### 1.4 GENERAL REQUIREMENTS:

- A. The selected contractor will be required to work closely with the designated Project Manager for the City of Folsom. They shall identify an individual who will serve as the key contact person and to specify other staff who will perform various tasks. Any substitutions of staff during the course of the contract must be agreed upon by the Municipal Landscape Services Manager or his designee in writing, in advance of such substitution.
- B. Required information to be included in response to this RFP:
  - 1. Cover sheet: signed by an individual authorized to make commitments on behalf of the contractor.
  - 2. Statement of Project Understanding: Describe an understanding of the process and steps to occur to complete the requirements of the project after the contract is awarded.
  - 3. Relevant Experience: Include a background and qualifications of the contractor/team, range of similar services provided, and references.
  - 4. Staffing: Please list names of all staff that will be working on City property and their role in the project.
  - 5. Fee for Services: Include all fees and costs, including any incidental costs.
- C. The successful contractor shall be required to sign the Consultant Service Agreement shown in Exhibit C of this RFP.

## 1.5 INSTRUCTIONS FOR SUBMITTING PROPOSALS:

Three (3) copies of the requested information should be delivered to the following address not later than 4:00 PM on Tuesday, November 8, 2022:

City of Folsom, City Clerk's Office  
Attn: Zachary Perras, Municipal Landscape Services Manager  
50 Natoma Street  
Folsom, Ca 95630

All requests for clarification must be received no later than October 26, 2022, at 5:00 PM and must be sent via email to the contact provided below or by mail to the address cited above. Requests for clarification submitted after this date will not be facilitated. Responses to requests for clarification will be posted and distributed as an addendum to this RFP and will be posted on the City website, CIPList.com, and any other venue used by the City for posting this RFP. Requests for clarification should be sent to:

Zachary Perras, Municipal Landscape Services Manager  
Email: [zperras@folsom.ca.us](mailto:zperras@folsom.ca.us)  
Phone: 916-461-6675

Contractor must submit a signed copy of the addendum (if any) with their response as acknowledgement of receiving the additional information.

The City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code section 6250, et seq.), unless City identifies and exercises a right or obligation to exempt any record from public disclosure.

If a contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, they must clearly mark the relevant portions of their proposal as "Confidential" and identify the legal basis for exemption from disclosure under the Public Record Act. The City Attorney's office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. Contractor shall defend, indemnify, and hold harmless the City regarding any

claim by any third party for the public disclosure of the “Confidential” portion of the proposal.

## **1.6 PROPOSAL SELECTION PROCESS AND CRITERIA:**

The Contract will be awarded to the lowest responsive responsible bidder. This process is conducted by the City in a “blind selection” format, i.e., without knowledge of the identity of any of the bidders before ranking of all bidders from lowest to highest has been determined. All awards will be made in City's best interest. The right to reject any and all bids or waive any informality in any bid received is reserved by the City Council.

## **1.7 PROPOSAL SUBMITTAL:**

A. Please submit three (3) hard copies of your Proposal no later than 4:00 PM Tuesday, November 8, 2022, to:

City of Folsom – City Clerk’s Office

RFP FOR CORTEN STEEL SIGN MANUFACTURING AND INSTALLATION

ATTN: Zachary Perras, Municipal Landscape Services Manager

50 Natoma Street

Folsom, CA 95630

- A. All proposals shall be submitted in a sealed envelope or package, which is clearly marked with the title of the RFP and contractors name. The Contractor’s charge rates/schedule of costs and fees shall be included in the submission.
- B. Late Proposals will not be accepted.
- C. Faxed or e-mailed proposals will not be accepted.
- D. Proposals shall be signed by an employee or officer authorized to commit the Contractor to a contract with the City of Folsom.

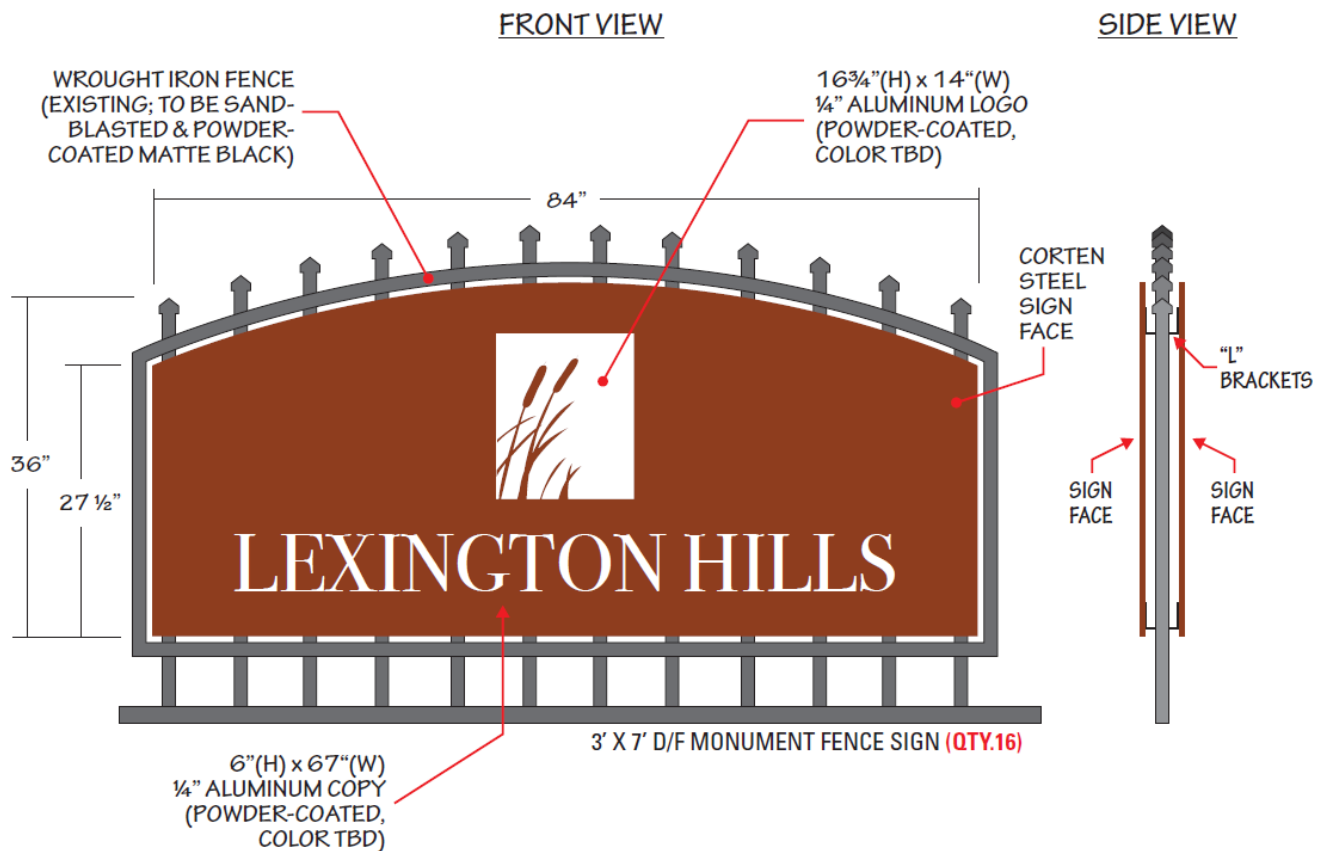
- E. All proposals shall remain firm for ninety (90) days following the closing date for the receipt of the proposals.
- F. Costs for developing proposals are entirely the responsibility of the Contractor and shall not be chargeable in any way to the City. All materials submitted become the property of the City and may be returned only at the City's option.

## EXHIBIT A

### Sign Specifications:

Bidders should independently verify dimensions and existing conditions.

#### LEXINGTON HILLS NEIGHBORHOOD ENTRY SIGNS AT 16, TWO-SIDED LOCATIONS



#### **D/F MONUMENT FENCE SIGNS**

- 3/16" CORTEN STEEL SIGN FACES WITH THREADED STUD MOUNT
- 1/4" ROUTED ALUMINUM FOR LOGO & COPY
- POWDER COATED LOGO & COPY (COLOR TBD)
- LOGO & COPY INSTALLED WITH VHB & JB-WELD
- SAND-BLASTED & POWDER-COATED MATTE BLACK FOR EXISTING WROUGHT-IRON FENCE

#### **COLOR SCHEDULE**

- CMYK PER SUPPLIED ART (COLOR FOR LOGO & COPY TBD BY CLIENT)

#### **INSTALL INFO**

- INSTALLED ONTO WROUGHT-IRON FENCE WITH L-BRACKETS



**FRAMES:** Remove, sandblast, powder-coat in matte black and reinstall at all 16 locations.

**SIGN BASES:** 3/16" Corten steel with threaded stud mount at all 16 locations.

**SIGN FACES:** Five different designs cut from 1/4" aluminum, powder-coated and affixed to Corten sign base with VHB and JB Weld. Color TBD to match existing community entry signs.

**LOCATIONS:**

1. South Lexington Drive at Duxbury Way
2. South Lexington Drive at Cannington Lane
3. South Lexington Drive at Leicester Way
4. South Lexington Drive at Newbury Way
5. South Lexington Drive at Reeves Way
6. Silberhorn Drive at Wallingford Lane
7. Silberhorn Drive at Wenham Way
8. Silberhorn Drive at Plummer Lane
9. Silberhorn Drive at Greenbush Avenue
10. Prewett Drive at Thoreau Lane
11. Prewett Drive at Kilsby Way
12. Prewett Drive at Newington Way
13. North Lexington Drive at Stonington Way
14. North Lexington Drive at Aldworth Way
15. North Lexington Drive at Wesleyan Way
16. North Lexington Drive at Ainsworth Way

Potential Logos:









## **EXHIBIT B**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**





CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

## **CITY OF FOLSOM CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into as of \_\_\_\_\_ 2020 ("Effective Date") by and between the City of Folsom, a Municipal Corporation, hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as "Consultant."

### **WITNESSETH:**

WHEREAS, City desires to hire a consultant to provide \_\_\_\_\_ services at various locations throughout the City and on an on-call basis; and,

WHEREAS, Consultant, by reason of its qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, City and Consultant agree as follows:

### **1. Scope of Service**

The scope of service covered by this Agreement includes all consulting services described and contained in Exhibit A, attached hereto and by this reference incorporated into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit A, the terms and conditions set forth in this Agreement shall prevail.

### **2. Term of Agreement**

The term of this Agreement shall commence on the Effective Date and shall continue until all services provided for in this Agreement have been performed or for one year, whichever is sooner, unless otherwise terminated as set forth in Paragraph 17 of this Agreement.

### **3. Schedule for Performance**

City and Consultant agree that time is of the essence in the performance of this work, and Consultant agrees to produce documents in the times stated in the Proposal. Deviations from the time schedule stated in the Proposal may be made with the approval of the \_\_\_\_\_ Director, or his/her authorized representative.

**4. Compensation**

Compensation for the services shall be paid on a time-and-materials, not-to-exceed basis. The maximum compensation for the services specified in Exhibit A, including any and all costs or expenses, is \$\_\_\_\_\_. In the event the cost for services exceeds \$\_\_\_\_\_, Consultant agrees to complete all services enumerated in Exhibit A at no additional expense to City.

The City shall have the right to review all books and records kept by the Consultant and any subcontractors in connection with the operation and services performed under this Agreement. The City shall withhold payment for any expenditure not substantiated by Consultant's or subcontractor's books and records. In the event the City has made payment for expenditures that are not allowed, as determined by the City's audit, the Consultant shall reimburse the City for the amount of the disallowed expenditures. City shall make no payment for any services not specified in Exhibit A of this Agreement unless such additional services and the price thereof are agreed to in writing and approved by the City prior to the time that such additional services are rendered.

**5. Invoicing, Payment, Notices**

A. Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices shall describe the services performed and costs incurred, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. Invoices that include charges for services rendered during the month of June shall not include any charges incurred after June 30th. A separate invoice shall be submitted for all services rendered after June 30th.

B. Consultant shall transmit invoices and any notices required by this Agreement, to City as follows:

\_\_\_\_\_  
\_\_\_\_\_Department  
City of Folsom  
50 Natoma Street  
Folsom, California 95630

C. City shall transmit payments on invoiced amounts, and any notices required by this Agreement to Consultant as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Professional Services**

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of the City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

**7. Independent Contractor**

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, Consultant is to acquire same at its sole expense.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall further indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.



## **8. Authority of Consultant**

Consultant enters into this Agreement as an independent contractor and not as an officer, employee or representative of the City. Accordingly, Consultant shall provide information, recommendation, and advice to City, but shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity as agent, or to bind City to any obligations whatsoever.

## **9. Conflict of Interest**

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either City ordinance or State law.

Neither this Agreement, any duties or obligations under this Agreement, nor the intention or expectations of the City will cause the Consultant to be a “public official” as that term is used in California Government Code section 87100. The City and Consultant agree that the Consultant is not a “public official” or “participating in governmental decisions” as those terms are used in section 87100. The City and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause the Consultant to be a “public official” or “participating in a governmental decision” as those terms are used in section 87100. Nothing in this Agreement shall be construed to be inconsistent with the Consultant’s status as an independent contractor.

## **10. Assignment and Subcontracting**

Consultant's rights, duties and obligations under this Agreement are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City.

## **11. Ownership of Work Product**

All technical data, evaluations, reports, plans and other work products of Consultant provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Consultant may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

Both parties recognize that the City is a public entity subject to the requirements of the California Public Records Act (“PRA”). Consultant understands that the release of any written, printed, graphic, or electronically recorded information and document delivered by Consultant to the City will be governed by the PRA and agrees that the release of such material pursuant to the PRA shall not require Consultant’s prior consent or approval.

## **12. Indemnification**

Consultant shall indemnify, protect, defend, save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

## **13. Insurance**

During the term of this Agreement, Consultant shall maintain and provide evidence of insurance coverage as set forth in Exhibit B, attached hereto and incorporated herein by reference, at its own cost and expense.

## **14. Employment Practices**

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

## **15. Licenses, Permits, Etc.**

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

## **16. Records**

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

**17. Termination**

A. City or Consultant may terminate this Agreement by providing thirty (30) days written notice prior to the effective termination date.

B. In the event of such termination, City shall pay Consultant for all services actually rendered up to and including the date of termination.

C. Consultant shall deliver to City copies of all drawings, reports, analyses, and investigations whether completed or not, prepared or in the process of being prepared under the provisions of this Agreement.

**18. Amendments**

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

**19. Incidental Beneficiaries**

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Consultant that any such person or entity, other than City and Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

**20. Miscellaneous Provisions**

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. Venue: This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. Time: All times stated herein or in any other contract documents are of the essence.

E. Binding: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

G. Waiver: In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

**21. Entire Agreement**

This instrument and any attachments hereto constitute the entire Agreement between the City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

**22. Authority to Execute**

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

**23. Counterparts**

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

END OF TEXT - SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed.

**CONSULTANT:**

*(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax I.D. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**CITY OF FOLSOM**, A Municipal Corporation:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

\_\_\_\_\_  
Christa Freemantle, City Clerk                      Date

\_\_\_\_\_  
Stacey Tamagni, Finance Director                      Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
Director    Date

\_\_\_\_\_  
Steven Wang, City Attorney    Date

**NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.**

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

## **SAMPLE INSURANCE**

NOTE: The word “Consultant” in this Exhibit refers to either “Consultant” or “Contractor” as the term is used in the Agreement/Contract to which this Exhibit is attached.

- A. During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

General Liability:

- a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:
  - Each occurrence: One Million Dollars (\$1,000,000)
  - Products & Completed Operations: One Million Dollars (\$1,000,000)
  - Personal & Advertising Injury: One Million Dollars (\$1,000,000)
- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- g. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Automobile Liability:

- h. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- i. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
- j. The limits of liability per accident shall not be less than:

Combined Single Limit

One Million Dollars (\$1,000,000)

- k. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.

**Workers' Compensation**

- l. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employer's Liability coverage.
- m. Employer's Liability Coverage with a limit not less than \$1,000,000 per accident for bodily injury and disease.
- n. Consultant shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.

**Insurance Required in the Supplementary Conditions:** Consultant shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.

**Professional Liability Insurance**

If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per claim.

**Other Insurance Provisions:**

- o. The Consultant's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
  - i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant in a form acceptable to the City Attorney.
  - ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to the City.
  - iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
- p. For any claims related to the project, the Consultant's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- q. Any failure to comply with reporting or other provisions of the policies on the

part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

- r. The Consultant's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
- s. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

**Acceptability of Insurers:** Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**

The Consultant shall furnish the City with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. **The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**

The Consultant shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.

Such report shall contain:

- t. the date and time of the occurrence,
- u. the names and addresses of all persons involved, and
- v. a description of the accident or occurrence and the nature and extent of the injury or damage.

The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.

If the Consultant fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.

Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.



The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.

In the event Consultant carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Consultant's Excess Liability Coverage.