



City of Emeryville

INCORPORATED 1896

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REQUEST FOR PROPOSALS

FOR

Marketing Program Implementation

Including but not limited to: content development, web/graphic design, social media support, media relations

Deadline for Submission: September 7, 2023 at 5:00 p.m.

Staff Contact Information:

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City of Emeryville

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INTRODUCTION

The City of Emeryville (“City”) is seeking an experienced, innovative and creative consultant to implement the City’s marketing program, designed to communicate the City’s unique status as a center of art and innovation to the visitor economy and community at large, while powering economic growth.

BACKGROUND

In October 2017, The City Council adopted the City’s Economic Development Strategy (“Strategy”). The Strategy seeks to maintain and enhance Emeryville’s economic status by leveraging its competitive advantage as a City of Art and Innovation. The Strategy includes a wide variety of actions arranged in outline form under topic corresponding to the areas of Infrastructure and Transportation, Marketing and Promotion, Community Advancement, and Organization & Network Building. In the area of Marketing and Promotion, the Strategy calls for a social media campaign, search engine optimization, production of video content, and targeted print collateral.

Beginning in 2021, the City’s Economic Development Advisory Committee (“EDAC”) established the development of a marketing program as its top priority. It was further established that a marketing program that capitalizes on the City’s strengths in art and innovation was essential. In 2021 and 2022, the EDAC and an ad-hoc subcommittee of the EDAC worked with City staff to conduct outreach to the Emeryville business community regarding the types of messaging, audiences, and delivery methods that the businesses felt would be most helpful in marketing the City. This input was distilled into a Marketing Program Outline (Attachment 1). The City is seeking proposals from qualified consultants/consultant teams to further develop and implement the program as outlined.

SCOPE OF WORK:

Using the Marketing Program Outline as a starting point, the selected consultant would work with City staff to establish a marketing and promotion strategy with specific action items and performance indicators through collaboration with additional partners and the EDAC. The selected consultant will also work with City staff to execute the strategy.

The City’s goals for the project include advancing the City’s image as a center of Art and Innovation to the audiences identified in the Marketing Program Outline. The City seeks to “tell its story” through the development of content that will be hosted on a purpose-built website, and through social media posts that further amplify the City’s messaging and drive traffic to the website. The City also seeks assistance with media relations, to help promote the City generally and to increase exposure in local media channels.

The scope of work should correspond to the Marketing Outline and also address the following tasks:

Identify and recommend specific social media goals

Identify key target audiences

Assist with establishing multiyear performance benchmarks

Identify tools to measure social media performance

Develop a mission-specific website including the following sections:

Stories

News

Stats

Develop user-friendly, high quality content templates for the City's use on various platforms/media types

Develop narrative, photographic and video content for the website

Recommend relevant content topics

Recommend specific tactics across social media channels

Provide recommendations on paid social media strategies and campaigns

Assist with social media advertising campaigns as needed

Provide support and recommendations for in-house content marketing

Provide feedback on content calendar optimized for social media campaigns

Propose additional strategies to increase traffic to project website

All work product (including website, content, and strategies) should be consistent with and advance the City's image as a modern, urban center of creativity and technology. Any work product delivered under contract with the City will become the property of the City, and the selected consultant must provide the City with all rights thereto.

Term of Service

Staff will recommend to the City Council that the selected firm be retained by the City for a one (1) year term with two (2) additional one-year renewal options for a total of three (3) years. Renewal options will be contingent on satisfactory performance in the sole determination of the City.

Budget

The City has not established a precise budget for this contract. The Fiscal Year 2023-2024 Budget includes up to \$100,000 per year from its Economic Development fund for marketing activities. Additionally, the City recently received a grant from the California Arts Commission, which includes \$150,000 for the marketing and promotion of the Rotten City Cultural Arts District over a three-year period. Staff will be evaluating opportunities for the selected consultant to participate in the marketing of the Cultural District, potentially through the use of California Arts Commission grant funds.

SCHEDULE AND SUBMITTAL REQUIREMENTS

Schedule:

RFP Release	August 4, 2023
Deadline for Questions	5:00 PM August 25, 2023
Proposals Due	5:00 PM September 7, 2023
Contract Award	October, 2023
Commence Work	November, 2023

The City reserves the right to adjust the above schedule as necessary.

Submittal Contents and Format

Please see attached Marketing Program Outline as a guide to respond to this solicitation. Creative and innovative ideas are greatly appreciated as it pertains to the delivery of the work in collaboration with City Staff.

Please submit 3 copies of the following as hard copy and one pdf version via email or flash drive containing the following:

A cover letter stating that: (a) the information submitted in and with the proposal is true and accurate, (b) the consultant has reviewed the City's Professional Services Contract Template and Insurance Requirements and agrees to the terms therein, and (c) the person signing the letter is authorized to submit the proposal and contractually bind the submitting firm.

Firm Information. State full name and address of your firm and identify the parent company if you are a subsidiary. Specify the office that will perform, or assist in performing, the work. Indicate whether you operate as a partnership, corporation, or sole proprietorship. Indicate where your company is headquartered and where incorporated as applicable. Include a brief description of your organization, its history and main areas of business.

Firm Qualifications and Experience. Provide evidence of qualifications and experience of firm in the development and implementation of marketing programs that would be comparable to that requested by the City.

Include two work samples from similar marketing programs/campaigns that demonstrate the firm's capabilities to deliver the scope as described in this RFP.

Resumes of key staff working on the project

Outline the specific roles each key staff will play in the delivery of the project

Include a detailed Scope of Work subdivided by task that addresses the items requested in this RFP and, as applicable, where the consultant recommends deviation from the tasks/items in the RFP and/or Marketing Program Outline

A Budget for the project that corresponds to the tasks itemized in the Scope of Work. Include a proposed budget for each of the three years contemplated in the Term of Service. Proposals are expected to reflect budgets by phase, including program development and start-up costs.

Outline any Special Strengths or Innovations that the firm possesses or suggests the City evaluate as it seeks to achieve its marketing goals.

EVALUATION OF SUBMITTALS

Selection Process Generally

Submittals will be reviewed by a panel of staff from various City departments. Staff may include members of the EDAC ad-hoc subcommittee on the marketing program as either scoring members or non-scoring technical consultants. Staff will provide its recommendation to the City Manager, EDAC and City Council for final approval based on the criteria outlined below. Any contract resulting from this RFP will not necessarily be awarded to the firm with the lowest price. Instead, contract will be awarded to firm whose proposal received the most points in accordance with criteria set forth in this RFP.

Evaluation Criteria and Scoring

Proposals will be ranked under the following criteria:

Criteria	Points
Complete and responsive proposal	10
Firm's experience with similar work	20
Qualifications of individual staff assigned to project	10
Quality/thoughtfulness of scope of work	30
Creativity and innovation/special strengths	10
Design quality of work samples	10
Budget/value	10
Total	100

GENERAL TERMS AND CONDITIONS

Errors and Omissions

Consultants are responsible for reviewing all portions of this Request. Consultants are to promptly notify the City, in writing, if the firm discovers any ambiguity, discrepancy, omission or other error in this request. Any such notification should be directed to the City staff contact person listed on the cover page promptly after discovery, but in no event, later than five (5) working days prior to the date for receipt of submittals.

Additional Questions

Any questions regarding this request must be submitted in writing to the City staff contact person listed on the cover page by the deadline for questions specified herein. The City may share the question(s) and its response(s) with all known consultants who are considering a response to this request.

Addendum

The City may revise this request prior to the submittal deadline. The City will communicate modifications to this request by issuing an addendum. The City may extend the submittal deadline in its sole discretion.

Additional Information

In the City's sole discretion, it may contact any, all or no consultant to seek additional information about a submittal. Such additional information may include requesting that the consultant meet with the selection committee, financial information, clarification on the submittal, etc.

No Contract

This request and the selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the City and submitting consultant. If the City selects a consultant(s) pursuant to this request, any legal rights and obligations between the successful firms, if any, and the City will come into existence only when a written contract is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the contract and any other documents specifically referred to in that contract.

No Costs to City

Each consultant submitting a response to this request agrees that it shall bear all costs and expenses associated with the preparation of the submittal, and the City shall not be responsible for any costs or expenses incurred by the consultant, under any circumstances.

Public Records

All submittals become the property of the City, regardless of whether the City enters into a contract with the consultant, and no submittals will be returned to a consultant. In accordance with California law relating to access to public records, the City may be required to publicly disclose all submitted information and materials to third parties

requesting such information. At the City's sole discretion, it may delay disclosure of submittals until negotiations with the selected consultant(s) has concluded, if such disclosure would compromise the City's negotiating position. If the submitting consultant claims that any submitted information constitutes a trade secret or is proprietary, the bidder shall identify the trade secret or proprietary information in the submittal. Pricing is not considered a trade secret or proprietary information.

Award

This request does not commit the City to award a contract. The City reserves the right to accept or reject any or all submittals, to negotiate a different proposal, to split the award, to waive irregularities, and technicalities, to alter the selection process in any way, to postpone the selection process for its own convenience at any time for any reason, to waive any defects or irregularities in any submittal, to issue a new Request at any time, or to hire any consultant it deems appropriate in its sole and absolute discretion within or outside of the evaluation process.

Protest

Should any proposer question or protest the determination made by the awarding entity (City Manager or City Council), such question or protest must be furnished in writing to the City Clerk within three (3) calendar days after the City notifies all proposers of its intent to select a consultant(s). Such question or protest must fully explain its basis, supported by all relevant evidence, and citations to laws and regulations. The writing must be signed by an authorized representative stating specific reason(s) for the objection or protest. Questions or protests that do not comply with this section will be rejected without further action.

Federal, State and Local Laws

Any consultant executing a contract with the City will be required to comply with all applicable federal, state and local laws, including without limitation state Prevailing Wage Law (Cal. Labor Code, § 1720, et seq.) and the City of Emeryville's Minimum Wage, Paid Sick Leave, and Other Employment Standards (Emeryville Municipal Code Chapter 37) and Living Wage Ordinance (Emeryville Municipal Code Chapter 31), as applicable.

CITY CONTRACT

A sample of the standard City professional services contract is attached as Attachment 2 for reference. By submitting a response to this request, the consultant represents that it is willing and able to execute the City's standard professional services contract, including but not limited to, the applicable insurance requirements.

Attachments:

- 1) Marketing Program Outline
- 2) Professional Services Contract, including Exhibit B: Insurance Requirements

Marketing Program Outline

Stage 1: Develop Emeryville image and a 'home' for content on a unique website URL

Art and Innovation brand. Website should use modern corporate design interface/graphics (examples www.prolific-machines.com www.krausaerospace.com www.perfectday.com, City example: <https://www.thinksiliconvalley.com>)

Stage 1a: Develop website content (images, video, text)

Content ideas will be initiated by staff, content drafted by consultant, and reviewed/approved by staff prior to consultant revision and publishing. *Primary skillset of consultant is quality and engaging writing and presentation (web/graphic design).*

Website Sections:

- **STORIES** *This is the core messaging of the marketing program: developing content that tells the stories that advance the messages EDAC gathered from the business community and reinforces the City's Art and Innovation brand. These stories are intended to be interesting and engaging reads with deeper connections than the "news" section (below).*
 - Multimedia (written + YouTube hosted videos¹) articles/videos profiling an industry, trend, specific location. Articles should draw on the themes in 'Messaging Content and Audiences' section below.
 - 'Deep dive' stories that connect art/creativity, innovative work, place and history – examples: 1) the story of 4230 Hubbard building, built in 1952, (who was original occupant?) leased and built out by Grifols for cold storage, now occupied by startup food companies and a badminton gym, and has a mural of Emeryville on it. 2) Chiron campus, the history of Cetus, PCR discovered there and Nobel awarded; reknown architect designs building four, Novartis buys and works on tropical diseases, Grifols produces antigens for plasma testing, BioMed building the next generation biotech campus. 3) Rainin Instruments founded at 5400 Hollis, invents electronic pipettes used industrywide, company sold and Kenneth Rainin found the Rainin Foundation, which funds art and literacy projects in the East Bay, Rainin Foundation retains ownership of the building, leases to Geltor, inventor of the first ingestible vegan collagen, Geltor's innovations are funding the support of the arts in the East Bay. History+biotech+cool small businesses+art = an Emeryville story. Overlaid on these stories are the themes that emerged from the business outreach on messaging (below).
 - Industry profiles – (synthetic biology, future food, restaurants, unique retail, coffee, etc.) describe businesses, how they chose Emeryville/why they stay
 - Topical reviews – (working in Emeryville, business/City cooperation, transportation options, recreation/meeting facilities) sales pitches punctuated by testimonials/interviews, crossing industry boundaries.
 - Frequency – 1 piece every other month or as needed

- Length – medium (300 -1000 words) to longform (1000+ words) depending on topic
- Source – original interviews and research
- **'NEWS** *This is “fresh” content updated frequently that shares/amplifies good news that is on-brand, gives readers a reason to return to the website to see if there are updates.*
 - Articles sharing good news from Emeryville companies. Can include announcements of discoveries (e.g. successful drug trials), positive financial performance (capital raises), awards/recognition (presentations at conferences, positive press), new businesses opening in Emeryville, milestones of development projects
 - Frequency – 1 to 4 pieces per week, as news happens
 - Length – short (300-500 words)
 - Source – original, staff provides leads derived from business press releases, information from City staff
 - Distribution: news media, social media, email lists
- **STATS** *This section of the website contains interesting factoid type statistics that demonstrate the City’s uniqueness. This is more standard marketing material that tells the City’s story in numbers and goes beyond the typical census-derived demographic information (but includes some of that, too)*
 - Infographic style presentation of data, some basic and some more esoteric, some presented in comparative format (example, per capita venture capital investment or patents issued, number of daily visitors, etc.)
 - Frequency – one-time publishing, updated as needed (annually for most stats)
 - Length – infographic format, 6 to 12 data points
 - Source – original research from staff
 - Some example stats: Emeryville is only 1.2 sq mi, yet is home to:
 - 2 Marinas & Yacht Harbors with 850 slips
 - A 594,000 sq ft Shopping & Entertainment Center
 - Over 10 Art Centers & Galleries
 - Over 300 Art Installations
 - A CA state-designated cultural arts district
 - 4.18 mi of Shoreline & 4.1 mi of SF Bay Trail
 - Daytime population near 30,000

Stage 2: Drive traffic to website

Social Media²

Establish social media accounts specific for economic development/marketing, post when new content is published on website. These are one-liner “teaser” posts that include a link to the published articles/videos. Posts are done by staff.

- Twitter
- Facebook
- Reddit
- Instagram

Email³

Blasts when new iStories' are published on website (by staff).

Print⁴

- Advertorial - assemble best deep dive and profile articles in print format, with welcome message from City Manager. Formatted similar to San Francisco Business Times advertorial. SF Business times may be the venue to do this, or self-publish. This printed piece is for business meeting take-aways, distribution at conferences/events, etc. The costs of publishing can be offset by selling advertising space to businesses.
- Rack Cards – guides formatted for distribution to hotels and other interested businesses featured in 'guide' section, include QR code for OtoCast walking tours (for guides that include this)

Miscellaneous

- Place QR code signage at key Otocast walking tour points around the City. Put on website also.

Stage 3: Advertise

Targeted advertisement to drive additional traffic to website using purchased advertisements. Targets derived from "audience" profiles (below) and corresponding to the published content tailored for those audiences.

- Facebook/google ads
- SF Business Times
- Hearst Media

KEYS TO POLICY SUPPORT: ECONOMIC DEVELOPMENT STRATEGY

¹AREA: MARKETING/PROMOTION, TOPIC: WEB/DIGITAL, ACTION: PRODUCE VIDEO CONTENT

²AREA: MARKETING/PROMOTION, TOPIC: WEB/DIGITAL, ACTION: RUN A SOCIAL MEDIA CAMPAIGN

³AREA: MARKETING/PROMOTION, TOPIC: WEB/DIGITAL, ACTION: PUBLISH A BUSINESS NEWSLETTER

⁴AREA: MARKETING/PROMOTION, TOPIC: PRINT, ACTION: PRODUCE TARGETED COLLATERAL

Messaging Content and Audiences

- 1) **Emeryville as a great place to work (objective: support employee recruitment). AUDIENCE: potential employees in Emeryville’s main sectors: biotech, retail, restaurant, hospitality.**
- **For biotech, geography is nationwide, centered locales with research universities. Recent grads, job seekers**
 - **For retail/restaurant/hospitality, geography is regional, includes incumbents in these industries as well as college students and people looking for part-time work**
- a. **High minimum wage, strong labor standards**

Work with retail, hotel and restaurant businesses to identify key employees, interview them, generate images derived from interviews (happy workers and customers, balanced home life) include interviews from labor advocacy groups.

- b. **Good transportation, amenities (restaurants, shopping, etc.)**

Interviews with HR people, images of transportation (bike walk transit) images of restaurants with office/labs in background

- c. **Creative community**

Interviews with workers that are artists (pixar but also others that are “unlikely” or less obvious) find connections between innovation companies and arts, experts on creative culture

- d. **Inclusive and diverse**

Ensure diversity in imagery

- e. **Safety**

Imagery particularly at night, people relaxed and outdoors, walking, biking

- f. **Opportunities for networking, opportunity for advancement, wide variety of businesses**

Ensure diverse array of businesses represented

- 2) **Emeryville retail as a socially-responsible purchasing choice (objective: communicate worker benefits and rationale for higher prices/operating costs to consumers) AUDIENCE: consumers in Bay Area, particularly those living close to Emeryville (trade area) and workers already in Emeryville**

This topic is “buy local” with a twist. Buy local from big chain stores but feel good about it because it is in Emeryville.

- a. **High minimum wage, strong labor standards**
- b. **Commitment to sustainability**

Highlight City requirements, business cooperation on requirements and companies in the green economy

c. Buy local

Cite studies etc. on benefits of buy local

3) Emeryville as a Complete Community (objective: support employee recruitment, business attraction, resident attraction). AUDIENCE: all regional residents plus the “great place to work” audience above.

This can be combined with No. 1 above, very similar.

a. Diversity of businesses, creative, scientific, shopping, arts, restaurants, residential areas, parks, amenities

b. Walkability and transportation options

4) Emeryville as a Creative Hub (Objective: differentiate and clarify overall image of City. Note this input indicates the main brand message resonates with existing businesses) AUDIENCE statewide

a. City open to new ideas, which spurs creativity

b. Concentration of biotechnology

c. World changing discoveries

d. Science + art = innovation

e. A “melting pot” for ideas with a highly skilled workforce

f. A creative “gulch” for production companies and support

This is the core brand messaging. Content (video, print) that weaves a narrative thread connecting artists and innovation with the City’s history and administration. Almost like investigative journalism. Why did Grifols come to Emeryville? Grifols built out a warehouse for storage, (what was it used for, before?) which now houses several food startup companies, which were supportive of one of the first mural installations through the Public Art Mural Program. There are hundreds of stories like this.

5) Emeryville as business-supportive (Objective: attract business investment) AUDIENCE businesses in the region looking to expand

a. A strong culture of cooperation amongst businesses

b. Competitive tax rate compared to other cities

c. Willingness to help businesses

- d. Adaptive to business needs**
- e. Supportive of cannabis industry**
- f. Supportive of restaurants**
- g. Listens to small businesses**



PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is effective as of _____ (the “Effective Date”), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, (“City”) and **COMPANY / CONTRACTOR NAME (INC, LLP, LLC...)** (“Contractor”), individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH THAT

WHEREAS, the City desires to engage Contractor for Marketing Program Development and Implementation; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Contract; and

WHEREAS, the City has determined that the Contractor is qualified by training and experience to render such services; and

WHEREAS, the Contractor desires to provide such services; and,

WHEREAS, the public interest will be served by this Contract; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES AND TERMINATION DATE

1.1 Project Description

A complete project description is set forth in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2 Services

The services to be completed under this Contract (“Services”) are described in the Scope of Work set forth in **Exhibit A**. The Services shall be performed in accordance with terms, conditions, and specifications set forth herein. To the extent there is a conflict between the Scope of Work, and the terms, conditions, and specifications set forth herein, the terms, conditions, and specifications set forth herein shall govern.

FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

1.3 Schedule and Completion Date

The Services to be provided by Contractor under this Contract shall commence on the Effective Date and terminate on **END DATE**. The Parties may, by mutual, written consent, extend the term of this Contract.

2. WORK CHANGES

2.1 City Rights to Change

The City reserves the right to order changes in the Services to be performed under this Contract by altering, adding to or deducting from the Scope of Work. All such changes shall be incorporated in amendments executed by the Contractor and the City. Such amendments shall specify the changes ordered and any necessary adjustment of compensation and completion time.

2.2 Additional Work Changes

Any work added to the Scope of Work by an amendment shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in an amendment duly executed on behalf of the City and the Contractor.

2.3 City Manager Execution

The City Manager has authority to execute without further action of the Emeryville City Council, any number of amendments so long as their total effect does not materially alter the terms of this Contract or increase the total amount to be paid under this Contract, as set forth in Section 3.2 below.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation for Services Performed

City agrees to pay the Contractor for the Services performed and costs incurred by Contractor upon certification by the City that the Services were actually performed and costs actually incurred in accordance with the Contract. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Services performed and costs incurred. The City shall pay the Contractor within forty-five (45) days after approval of the invoice by City staff.

3.2 Total Compensation Amount

The total amount paid under this Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TBD DOLLARS AND NO CENTS (\$TBD)**, except as outlined in Section 2.3 above. The compensation for Services performed shall be as set forth in **Exhibit A**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and

microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

4. COVENANTS OF CONTRACTOR

4.1 *Assignment of Contract*

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Contract, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the City shall have no obligation to them.

4.2 *Responsibility of Contractor and Indemnification of City*

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

4.3 Independent Contractor

The Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of contractors, agents or employees to complete the Services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

4.4 Insurance

Contractor shall not commence Services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

4.5 Records, Reports and Audits

4.5.1 Records

- A. Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

4.5.2 Reports and Information

Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Contract in the form requested by the City.

4.5.3 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Contract. The Contractor will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract.

4.6 Conflicts of Interest

The Contractor covenants and declares that, other than this Contract, it has no holdings or interests within the City of Emeryville, nor business holdings, contracts or agreements with any official, employee or other representative of the City. For the duration of this Contract, in the event the Contractor or its principals, agents or employees acquire such a holding, interest, contract, or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Contractor will immediately notify the City of such holding, interest, contract, or agreement in writing.

4.7 Confidentiality

The Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

4.8 Discrimination Prohibited

The Contractor covenants and agrees that in performing the Services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the Government Code.

4.9 Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

4.10 Key Personnel

The Project Manager is / Key Personnel are necessary for the successful prosecution of the Services due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team

without the City's approval. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Contract and shall be grounds for termination.

4.11 Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Contract, if applicable.

4.12 Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Services to be performed by the Contractor ("Materials") shall be and are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

4.13 City Labor Requirements

4.13.1 Compliance

At the Effective Date, compliance with the City's living wage ordinance is **required** / **not required** for this Contract. If this Contract provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing Services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) Contractor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws.

4.13.2 Applicability

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to

[Section 5-31.08 of the Emeryville Municipal Code](#). Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

4.13.3 Non-Compliance

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

4.13.4 Living Wage

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$17.48 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

4.13.5 Minimum Wage and Paid Sick Leave

In addition to the Living Wage Ordinance, the Contractor may be required to comply with the [City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance](#), as set forth in [Chapter 37 of Title 5 of the Emeryville Municipal Code](#), to the extent it is applicable.

4.14 California Labor Requirements

4.14.1 Prevailing Wage Requirements

Contractor is aware of the requirements of [California Labor Code](#) Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775),

employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

4.14.2 Registration

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

4.14.3 Labor Compliance Oversight

This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

4.14.4 Workers’ Compensation

Pursuant to the requirements of section 1860 of the [California Labor Code](#), Contractor will be required to secure the payment of workers’ compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Contract, Contractor certifies the following:

“I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

4.14.5 Event of Default

Failure by Contractor to comply with any provision of this Section shall constitute a default of this Contract and shall be grounds for termination as provided in this Contract.

5. **TERMINATION**

- A. The City shall have the right to terminate this Contract for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.
- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Contractor for Services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Contractor shall: (1) promptly discontinue all Services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Contract, whether completed or in process, in the form specified by the City.
- E. Notwithstanding anything to the contrary, this Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.
- F. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Contract or at law or in equity.

6. **NO PERSONAL LIABILITY**

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Contract.

7. **ENTIRE AGREEMENT**

This Contract constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

8. SUCCESSORS AND ASSIGNS

Subject to the provisions of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

9. APPLICABLE LAW AND ATTORNEY’S FEES; VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

10. SEVERABILITY

The caption or headnote on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Contract nor in any way affect this Contract. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect to the extent possible.

11. BUSINESS TAX CERTIFICATE

Prior to commencement of the Services to be provided hereunder, Contractor shall apply to the City of Emeryville Finance Department for a business tax certificate, pay the applicable business tax and maintain said business tax certificate during the term of this Contract, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

12. NOTICES

12.1 Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work and invoices shall be exchanged between **April Shabazz** for the City and *Point of Contact* for the Contractor:

CITY	CONTRACTOR
April Shabazz, Management Analyst Phone No: 510-596-4316 E-Mail : ashabazz@emeryville.org	<i>Point of Contact, Title</i> Phone No: 510-000-0000 E-Mail : <i>email@contractor.com</i>

12.2 Official Notices

All other notices, writings or correspondence as required by this Contract shall be directed to the City and the Contractor, respectively, as follows:

CITY	CONTRACTOR
<p>Charlie Bryant, Community Development Director 1333 Park Ave. Emeryville, California 94608 Phone No: 510-596-4361 E-Mail : cbryant@emeryville.org</p> <p><i>with a copy to:</i> April Shabazz, Management Analyst 1333 Park Ave. Emeryville, California 94608 Phone No: 510-596-4316 E-Mail : ashabazz@emeryville.org</p>	<p>CEO / President, Title Street Address City, State, Zip Code Phone No: 510-000-0000 E-Mail : email@contractor.com</p>

13. COUNTERPARTS

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied, scanned, electronic or digital signature and shall accept the telecopied, scanned, electronic or digital signature of the other Party to this Contract.

14. NO THIRD-PARTY BENEFICIARIES

Except to the extent expressly provided for herein, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

15. NON-EXCLUSIVITY

City reserves right to employ other contractors in connection with the Services covered under this Contract.

16. ASSIGNMENT OR TRANSFER

Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Contract or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

17. WAIVER

The City's failure to enforce any provision of this Contract or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

18. OTHER REQUIREMENTS

Compliance with terms and conditions set forth in **Exhibit C** is **required** / **not required** for this Contract. Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("Other Requirements") when attached hereto and incorporated herein by reference ("Other Requirements"). With respect to any conflict between such Other Requirements and the terms of this Contract and/or the provisions of state law, **Exhibit C** shall control.

SIGNATURES ON FOLLOWING PAGE

19. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

City Attorney

Dated: **CITY OF EMERYVILLE**

City Manager

Dated: *COMPANY / CONTRACTOR NAME (INC, LLP, LLC...)*

Type Name of Signatory, Title *(Signature)*

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>
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EXHIBIT B
Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **COMPANY / CONTRACTOR NAME (INC, LLP, LLC...)**.

1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, 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 or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

1.1 Minimum Scope of Insurance

Coverage shall be at least as broad as the latest version of the following:

- General Liability**
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- Automobile Liability**
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- Professional Liability / Errors and Omissions**
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- Workers' Compensation and Employer's Liability**
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- Pollution Liability Insurance**
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability

All Contract Types

\$1,000,000.00 per occurrence and **\$2,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

OR

Construction Specific

\$2,000,000.00 per occurrence and **\$4,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

Automobile Liability

\$2,000,000.00 per accident for bodily injury and property damage.

Professional Liability / Errors and Omissions

\$2,000,000.00 per claim and aggregate.

Workers' Compensation and Employer's Liability

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

Pollution Liability Insurance

\$2,000,000.00 per occurrence and **\$2,000,000.00** aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

2. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

General Liability

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it; and (4) the insurance coverage shall contain standard separation of insureds provisions.

Automobile Liability

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

Professional Liability Coverage

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

Pollution Liability Coverage

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

ALL COVERAGES

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3. NO SPECIAL LIMITATIONS

The required insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. VERIFICATION OF COVERAGE

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

8. REPORTING OF CLAIMS

Contractor shall report to the City, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.

*Attach:
Insurance Certificate and Endorsements*