REQUEST FOR PROPOSAL

TRAFFIC SIGN INVENTORY PROJECT
CITY PROJECT NO. 14-44

DUE DATE: Thursday, March 12, 2015 at 3:00 P.M.

Issued By:
City of Stockton
Public Works Department
Operations & Maintenance Division
1465 S. Lincoln Street
Stockton, CA 95206

Contact Information:
Jodi Almassy, Transportation Manager
(209) 937-8302 • jodi.almassy@stocktongov.com
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1.0 INTRODUCTION
The City of Stockton (City) is soliciting Request for Proposals (RFP) for its Public Works Department – Operations & Maintenance Division to procure a traffic sign inventory. This project includes data collection for traffic signs and their support structures within the project scope, conducting a daytime assessment, and post-processing of this data to create inventory records. The City intends to enter into a contract with a qualified and responsible firm for services to provide this inventory. Any firm desiring to be considered to provide such services shall submit proposals in accordance with the instructions and format of this RFP document.

2.0 KEY MILESTONE DATES

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release RFP</td>
<td>Thursday, February 19, 2015</td>
</tr>
<tr>
<td>Last Day for Proposers to Submit Questions</td>
<td>Thursday, March 5, 2015</td>
</tr>
<tr>
<td>Last Day for City to Answer Questions</td>
<td>Monday, March 9, 2015</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Thursday, March 12, 2015 at 3:00 PM</td>
</tr>
<tr>
<td>Evaluation Phase</td>
<td>March 2015</td>
</tr>
<tr>
<td>Award Contract</td>
<td>May 2015</td>
</tr>
</tbody>
</table>

3.0 BACKGROUND
The City of Stockton has approximately +800 centerline miles of roads, with an estimated quantity of +15,000 regulatory and warning signs. The City has currently begun using Cityworks as its GIS-centric asset management system. The purpose of this project is to provide an accurate inventory of traffic signage for integration with Cityworks.

4.0 PROJECT OVERVIEW
This project will inventory regulatory and warning traffic signs and support structures found within the roadways maintained by the City. The assessment will document signs as defined by the California Manual on Uniform Traffic Control Devices (California MUTCD) 2014 edition, including revisions to-date. Project routes that are found to be under major reconstruction or widening (directly affecting the route signing and/or support structure) during the effort will be noted and omitted. Temporary Traffic Control signs (ie: work zone signs) will be excluded from the inventory.

The Traffic Sign Inventory Project shall consist of, but is not limited to the following:

a. Collecting street level view images of the roadways, recording and making available to the City information concerning traffic signs and related supports structures located on roadways within the jurisdiction of the City.

b. Assessing of sign and support structure conditions using daytime images.

c. Providing geodatabase that contains the City’s regulatory and warning sign inventory in California State Plane Zone 3, NAD 83, Survey feet.
d. Assurance of quality control review through the duration of the data collection and final processing.

Once completed, the City will be delivered a sign inventory and assessment Geodatabase with electronic GIS information for the City’s regulatory and warning signs.

5.0 SCOPE OF WORK

The awarded Proposer shall perform the following services described in this section:

Task 1 – Project Set-up & Management

a. Project Set-up
   1. Organize resources and staff.
   2. Mobilize staff, field equipment and software.

b. Project Management
   1. Project administration, including correspondence, invoicing and miscellaneous communication.
   2. Project coordination, including coordination between Vendor and City staff and meetings as deemed necessary by the City.

Task 2 – Sign Data Collection and Post-processing

a. Data Collection of Traffic Signs and their Sign Structures/Posts
   1. Capture signs in both directions using a vehicle specially equipped to log GPS locations and high-quality photos using cameras.
   2. The photo log data will need to include each travel direction for the roadways inventoried. The photo log, or road image, will need to include GPS tracklog points with Latitude and Longitude (+/- 3 feet) and date, and enough images to cover the sign clearly.

b. Processing of Road Image Data
   1. Create a GIS traffic sign geodatabase using the photo log, or road images.
   2. Inventory needs to include, but is not limited to the following:
      - Independent sign structure/post record.
      - Accounting of sign(s) associated with the sign structures/posts.
      - Sign type using California MUTCD designations or custom designations for specialized signs.
      - Indicator of sign position relative to other signs on the sign structure/post.
      - Facing direction of sign.
      - Sign size.
      - Condition assessment based on appearance in the image.
      - Sign structure/post type
      - Position – overhead, center, left, or right or road centerline.
      - Photos extracted from the log to show each sign in the inventory.
Task 3 – Assignment of Sign Attributes

a. Daytime Assessment Determination

1. Inventory each sign structure/post, capturing the sign attributes associated with each. In addition, sign attributes should be assessed and linked to each sign structure/post. The sign structure/post and signage attributes shall be capable of being reviewed from the road images processed. The reviewer will provide a daytime assessment documenting the condition of the signs affixed to the particular sign structure/post including, but not limited to, the following format:

**Sign Structures/Posts**

<table>
<thead>
<tr>
<th>Attribute Name</th>
<th>Field Definition/Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Street name</td>
</tr>
<tr>
<td>Cross-street</td>
<td>Cross street where applicable, mid-block</td>
</tr>
<tr>
<td>Public Works Maintenance District</td>
<td>Location determined per work district map</td>
</tr>
<tr>
<td>GPS Coordinates</td>
<td>Latitude and longitude in both tabular and map format; tolerance from actual sign location not to exceed +3 feet.</td>
</tr>
<tr>
<td>GPS Date</td>
<td>Date GPS coordinates were captured.</td>
</tr>
<tr>
<td>Sign Structure/Post ID Number</td>
<td>Vendor will work with City to establish an appropriate numbering scheme.</td>
</tr>
<tr>
<td>Sign Structure/Post Type</td>
<td>Ie: Streetlight with Pole ID# (where applicable), mast arm, unistrut, wood, or 2-in round</td>
</tr>
<tr>
<td>Sign Structure/Post Location</td>
<td>Overhead, median, shoulder (incl. planter areas), or sidewalk, or special comments</td>
</tr>
</tbody>
</table>

See following page.
Signs

<table>
<thead>
<tr>
<th>Attribute Name</th>
<th>Field Definition/Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign ID</td>
<td>Vendor will work with City to establish an appropriate numbering scheme.</td>
</tr>
<tr>
<td>Sign Code</td>
<td>MUTCD(CA) code designations or custom designation for specialized signs.</td>
</tr>
<tr>
<td>Sign Description</td>
<td>MUTCD(CA) description of sign or custom description for specialized signs.</td>
</tr>
<tr>
<td>Sign Photos</td>
<td>JPEG images of each sign, taken from video/photo log, and linked to the data set and geo referenced for location. Image must be of sufficient quality to read sign text.</td>
</tr>
<tr>
<td>Sign Panel Size</td>
<td>To be estimated from screen and associated with City’s standard sign dimensions.</td>
</tr>
<tr>
<td>Sign Daytime Condition Rating</td>
<td>Each sign will be rated for physical condition corresponding to the sign condition rating system described further below. Ratings limited to Critical, Fair, and Good.</td>
</tr>
<tr>
<td>Travel Direction</td>
<td>Direction sign is facing (N, S, E, W, NE, NW, SE, or SW)</td>
</tr>
<tr>
<td>Name of Inspector</td>
<td>Name</td>
</tr>
<tr>
<td>Date of Inspection</td>
<td>mm/dd/yyyy</td>
</tr>
<tr>
<td>Comments</td>
<td>Additional info.</td>
</tr>
</tbody>
</table>

2. Condition Rating Determination

The reviewer will provide a daytime condition rating of the signs based on the following benchmarks:

- **Critical** – No longer functional. Extreme physical damage or deterioration; significant improper use of sign. In need of prompt repair or replacement.
- **Fair** – Visible physical defects or color fade but otherwise serviceable within acceptable parameters. Expected remaining service life of 1 – 5 years.
- **Good** – No apparent physical defects and deemed in satisfactory condition. Expected remaining service life greater than 5 years.

b. Quality Control

1. Vendor must provide quality control upon completion of post-processing of data. Data quality relative to accuracy and precision of the GIS database must be identified in a data quality report. Random checks of attribute data must be reviewed for accuracy, precision, and usability. Vendor must be able to clearly communicate how this will be executed for this project. See Section 10.0 regarding project acceptance as related to quality control.
Task 4 – Configure Data for Importing to the City’s Asset Management System (Cityworks)

a. Vendor Expectations
   The Vendor is expected to provide a final sign inventory database for the City in a format compatible for importing into the City’s GIS.

   Upon completion of all work under this contract, ownership and title to all files, including, but not limited to, reports, documents, databases, and photo logs produced as part of this contract will automatically be vested in the City of Stockton. No further agreement will be necessary to transfer ownership to the City of Stockton.

b. City Expectations
   To implement integration, the City is able to offer the following for the project:
   2. Listing of specialized City signage (minor modifications to California MUTCD).
   3. Designated project contact.

6.0 PROPOSAL CONTENT

The City requests that the proposal clearly address all of the requirements outlined in the RFP. Vendor shall submit three (3) bound sets of its proposal containing 8-1/2” x 11” sheet sizes for the text and 11” x 17” sheet sizes for any fold-out exhibits. Proposals shall be no more than 20 pages, including resumes and the cover letter. Double sided pages will count as two pages.

The proposal shall include the following information as a minimum:

1. Company Profile
   The purpose of this section is for the Proposer to show the strength of their company. This is to ensure that the proposed project will be ensured a successful implementation. Please provide a narrative of 1-page maximum addressing the following:
   a. Total years in business.
   b. Financial strength
   c. Projected team resumes showing expertise in supporting this project. Resumes can appended to the narrative.

2. Experience & Knowledge
   This section should describe the Proposer’s experience in performing similar projects. Include the following points:
   a. Examples of past or current projects similar to these projects.
   b. Organization of work assignments, including sub-tasks and work performed by sub-Vendors.
   c. Overall staffing plan, titles and project roles
3. **References**  
Three qualified references are required. References will be used to determine the Proposer’s ability to perform the services required in this RFP. References will be contacted.

4. **Proposed Project Approach & Schedule**  
Provide the proposed project approach and schedule for completion of the work described in the Tasks above. Also identify the quality control measures that would be implemented with this project.

5. **Proposed Project Team**  
Identify the project team organization, including the project manager, supporting staff, and sub-consultants.

6. **Cost**  
Include a cost structure proposal based on Tasks identified above. Any optional task should be clearly indicated from baseline cost, as well as any exclusions.

7.0 **CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED**  
The Proposer assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

If proponent’s supplier(s) and/or subcontractor’s involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

8.0 **LICENSING REQUIREMENT**  
Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent. A City of Stockton Business License may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

9.0 **INSURANCE REQUIREMENTS**  
Proposer shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit B for the full term of the contract, and any extensions. Cost of obtaining and maintaining insurance is the sole responsibility of the Proposer.

The Proposer shall satisfy these insurance requirements concurrently with the signing of a contract prior to commencement of work. Please contact City of Stockton Risk Services at (209) 937-5037 with any questions.
Maintenance of proper insurance coverage is a material element of entering into a contract with the City of Stockton, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

10.0 PROJECT ACCEPTANCE & QUALITY ASSURANCE

The selected Vendor must provide quality control upon completion of post-processing of data; the City will provide quality assurance. The City will not accept the project until the City has completed quality assurance of the data and has determined there are minimal errors. Payment up to 50% of the project cost, not including change orders, will be provided upon final delivery of the project. After project acceptance, the balance due will be paid in full.

The City’s quality assurance includes two calendar weeks of database validation. Two hundred locations will be randomly selected for re-collection of all data measurements by the City’s field crew. The acceptable accuracy for this project is less than three percent (<3%) error of the total attributes collected. The Vendor will need to accept full responsibility for providing additional quality control on the project as necessary to provide a product containing less than 3% in errors of the total attributes collected. The City will determine through its quality assurance process noted above whether the project is then acceptable.

11.0 PROPOSAL SUBMISSION REQUIREMENTS

All questions regarding this Request for Proposals (RFP) shall be directed to Jodi Almassy via email at: jodi.almassy@stocktongov.com with the Subject Line to read: “Traffic Sign Inventory”.

All questions must be received no later than 12:00 p.m. on Thursday, March 5, 2015. The City intends to award a contract for services; however the City reserves the right not to award any contract.

The proposal shall be submitted before 3:00 p.m. on Thursday, March 12, 2015 to:

City of Stockton
Public Works Department
Operations & Maintenance Division – Administration Building
1465 S. Lincoln Street
Stockton, CA 95206

Late submittals or submittal of additional information after the due date will not be accepted. Thank you in advance for your interest in the project.

12.0 SELECTION PROCESS

This Request for Proposal is not an offer by the City to contract, but is an invitation to interested parties to submit a proposal which the City may accept or reject at its sole discretion. The City may invite the Proposers for an interview upon evaluation of all proposals received.
A selection committee will evaluate the submitted proposals and will include representatives of the City. This is a qualifications based process, so ranking will be based on the Proposer’s experience, project approach, schedule, and cost.

Proposals will be evaluated based on the following factors:
- Project Team, Technical Experience/References (25%)
- Project Approach (35%)
- Project Schedule (20%)
- Cost (20%)

Please allow for at least two weeks for City review and ranking of proposals. The City may negotiate with the highest ranked Vendor. If an agreement cannot be reached after a reasonable period of time, as determined by the City, then the City will terminate negotiations with the selected Vendor and negotiations will begin with the second-ranked Vendor.

No compensation is offered for any work related to these proposal requests or negotiations. Proposals are entirely voluntary. All original documents, including electronic files, become the property of the City of Stockton.

The selected Vendor will be required to enter into a contract with the City of Stockton. The Proposer is advised that the contract will not be in effect until it is approved and fully executed by the City Manager. It is expected that the successful Vendor will accept the terms and conditions of the services contract (Exhibit A) and insurance and indemnification requirements (Exhibit B) “as is” without modification. The Vendor will be required to satisfy all insurance certification requirements before the City Manager executes the Contract.
EXHIBIT A – Professional Services Agreement  
(Traffic Sign Inventory Project)

THIS AGREEMENT is entered into this ____ day of ________ 201__, between the CITY OF STOCKTON, a municipal corporation (“City”), and ______________________, a [insert type of business entity here, e.g. corporation, sole proprietorship etc.] whose address is ____________________________, and telephone number is ________________ (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in providing [describe services to be provided] for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Term.** This Agreement shall commence on the date written above and shall expire on __________; provided, however the parties may agree to change either the commencement or expiration date.

4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed $_______.

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice and approved by City.
b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant’s Work.** All reports, drawings, designs, plan review comments and work product of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant’s Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.
11. **Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City’s acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B and shall otherwise comply with the other provisions of Exhibit B.

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

   To Consultant: ___________________________  To City: City Manager
   ___________________________  City of Stockton
   ___________________________  425 N. El Dorado Street
   ___________________________  Stockton, CA 95202

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City’s execution of this Agreement and prior to the Consultant’s engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.
18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant’s services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant at any time 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 of any other covenant, condition or obligation.

20. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

*Continued on following page.*
23. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF STOCKTON**

____________________________
City Manager

**CONSULTANT**

By: ________________________
Signature

____________________________
Print name

**Title:** ______________________

**ATTEST:**

____________________________
City Clerk

[Note: If Consultant is a corporation signature(s) must comply with Cal. Corporations Code §313.]

**APPROVED AS TO FORM:**

____________________________
City Attorney
EXHIBIT B – Insurance Requirements  
(Traffic Sign Inventory Project)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** (AL): ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

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

- **Additional Insured Status**
  The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
• **Primary Coverage**
  For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Contractor’s insurance coverage to sole negligence.

• **Notice of Cancellation**
  Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

• **Waiver of Subrogation**
  Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

• **Deductibles and Self-Insured Retentions**
  Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

• **Acceptability of Insurers**
  Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A+:X.

• **Claims Made Policies**
  If any of the required policies provide claims-made coverage:

  o The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

  o If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.
• **Verification of Coverage**
  Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

• **Special Risks or Circumstances**
  The City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

• **Certificate holder address**
  Proper address for mailing certificates, endorsements and notices shall be:

  - City of Stockton
  - Attention: Risk Services
  - 425 N. El Dorado Street
  - Stockton, CA 95202

  City of Stockton Risk Services Phone: 209-937-5037
  City of Stockton Risk Services Fax: 209-937-8558

• **Maintenance of Insurance**
  If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

• **Subcontractors**
  If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.