

**CITY OF NORCO**  
**PUBLIC WORKS DEPARTMENT**

**REQUEST FOR PROPOSALS AND QUALIFICATIONS**  
**FOR**  
**COMMERCIAL RECYCLING SURVEYS PROJECT**

**Key RFP Dates:**

Issued: Tuesday, July 16, 2019

Written Questions: Tuesday, July 30, 2019 – 11:00 a.m.

Proposals Due: Tuesday, August 13, 2019 – 11:00 a.m.

**I. INTRODUCTION**

The City of Norco (“City”) is soliciting proposals from qualified consultants to provide commercial recycling survey services for the Public Works Department. The successful firm shall enter into a contract with the City for services outlined in Section III, “Scope of Work.”

**Proposal Due Date: Tuesday, August 13, 2019 – 11:00 a.m.**

**II. PROPOSAL REQUIREMENTS**

The Proposal must provide a straightforward, well-organized, concise description of methodology and approach to satisfy the requirements of this Request for Proposals and Qualifications

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(RFP/Q). Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Demonstration of the Consultant's and the individual team members' knowledge, qualifications and experience related to commercial recycling survey services for municipalities or similar public agencies is important. Discussion of relevant experience must be included.

The Proposals should be on one-sided 8 ½" X 11" paper; no more than 10-pages, not including resumes or additional preprinted or other materials supporting the requirements below; and must be bound or stapled.

The Proposal shall include, as a minimum, the following information:

1. **Cover Letter:** An introductory letter that provides a statement of the firm's interest in the Proposal. The letter shall be addressed to *Chad Blais – Director Public Works*, and shall be signed by a principal of the firm authorized to commit the firm to the Proposal. The letter should include a statement that this RFP/Q and Consultant's proposal will become part of the Professional Services Agreement (PSA) when said agreement is fully executed.
2. **Executive Summary:** A concise executive summary of the Proposal, identifying the entity/team being presented for consideration. The summary should include a brief history of the firm and its ability to perform the requirements of this RFP/Q. The executive summary is limited to one page.
3. **Consultant Identification:** Legal name of business, form of business (corporation, partnership, or other), location and address, contact person for response, including telephone and fax numbers, and email address.
4. **Experience:** Previous experience, including within the last five-years, conducting commercial recycling survey services for municipalities and other similar public agencies. Provide brief project descriptions that include contact information and dates of engagement. Also, provide a description of the overall capabilities, qualifications, training, and areas of expertise for each personnel assigned to work for the City.
5. **Key Staff:** A list of key staff that would be assigned to this project, including any proposed sub-consultants and their role in this effort. Include resumes of all key personnel listed.
6. **Project Understanding:** A statement of your understanding of the services to be provided.
7. **Approach and Scope of Work:** Description of services to be provided and how the services will be accomplished. The proposal shall identify all tasks. The proposal should clearly identify the expectations of the preparer regarding the level of involvement of City staff in completing the assigned tasks.
8. **Professional Services Agreement Acknowledgement:** Include a brief statement acknowledging that the City's PSA is acceptable without modifications. If any section(s) of the PSA are not acceptable, the Consultant is to indicate the section(s) that are not acceptable, the reason that the section(s) are not acceptable and propose revisions. Attachment A is the City's sample agreement.

9. **Cost Proposal:** Provide the compensation rate schedule and a statement that said schedule is part of the Consultant's proposal for use in invoicing the City. The rate schedule must identify hourly billing rates for all personnel assigned to the project and other associated rates including but not limited to printing, postage, and mileage.

### **III. SCOPE OF WORK**

#### Objectives

Consultant shall conduct site visits to approximately 180 commercial businesses to determine if they are currently recycling and, if so, what materials they are recycling and approximately how much material is recycled on an annual basis. In order to complete this scope of work the Consultant must be knowledgeable in State regulations AB 341, AB 1826, and SB 1383.

The selected consultant(s) will be required to conduct the following tasks on an ongoing basis or as otherwise noted below:

#### Tasks

1. Perform waste reduction assessments at businesses and multi-family properties to assess the level of recyclables and organics (food scraps, compostable paper, and plant debris) in their garbage, identify opportunities to reduce target materials from the waste stream, including: recyclable paper/cardboard, food and beverage containers, food service ware, plastics, and organics;
2. Prepare brief waste reduction assessment reports (based on report templates) and recommend service level changes including cost implications, if appropriate for sites visited;
3. Conduct employee or janitor presentations/trainings for client recycling and organics programs (sometimes done in coordination with local haulers and/or Member Agency staff);

#### Desirable Consultant Attributes

Desireable attributes shall be considered those intangibles resulting in work products that are to be delivered to City staff, such as reports, draft documents, data, interim findings, progress reports, meeting agendas and presentations, and client recommendations reports, including:

- A. Demonstrated ability to identify recycling, composting and/or waste prevention opportunities for businesses and institutions;
- B. Significant experience assisting businesses with starting and/or improving on-site diversion programs;
- C. Demonstrated ability to work collaboratively with garbage haulers and recyclers to setup and maintain diversion programs;

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- D. Experience providing training to employees or janitorial service contractors who are or who will be responsible for implementing an organization's diversion programs;
- E. Experience working in a service environment that is framed by municipal franchise agreements that include commercial recycling and organics collection services;
- F. Ability to comply with the terms of the Agency's professional services agreement which includes obtaining the insurance policies listed in Attachment A.
- G. Track record of providing superior customer service while offering waste reduction services to businesses and/or multi-family properties.
- H. Experience in establishing and using metrics that can be utilized to measure progress of program components in a practical and meaningful way.
- I. Ability to provide or sub-contract for language services for training or other communications in Spanish, Chinese and other languages if needed.
- J. A range of areas of expertise that pertain to the Scope tasks can be supplied by the sum total of the team proposed, including recycling, organics collection and waste prevention tasks.
- K. Experience in working with businesses on waste reduction programs under a mandatory recycling setting.

**Deliverables**

The following approach will be followed:

The consultant will be provided with a listing of commercial businesses from the City, including the level of trash service they are currently receiving (trash, manure, recycling, organics). Contractor will make contacts with all listed businesses. Largest trash generators shall be prioritized for consultant contacts first, followed by smaller trash volume businesses in descending order according to trash volume.

Additionally, the City will provide a list of those businesses that are currently recycling with Waste Management, the City's franchised waste hauler. Please note even though some businesses may already be recycling, the City does want a survey to be conducted to ensure a complete record is created.

Consultant shall will review the business list and businesses will be called and/or emailed first in order to setup a meeting appointment with the appropriate manager or staff person who could provide the necessary recycling information. Businesses, such as retailers and offices, will receive drop-in visits particularly where it is likely that that manager or owner will be on-site. Consultant shall keep track of which businesses have been visited on a spreadsheet which will also include information on the recycling status of the business, types of materials recycled, business contact information, etc.

At the time of each business visit consultant shall complete a business recycling questionnaire. The questionnaire will include the business name, address, and contact information along with basic information such as if the businesses recycles or not, what types of materials, who provides the service (recycling company or self-haul) and approximate quantities. In addition to the questionnaire, consultant shall document the following:

- 1) Collect pictures of trash enclosures and size of the enclosures;
- 2) List obvious signs of recycling activity such as separate containers, bailed materials, etc;
- 3) If there is overflow of trash collecting outside the bins/carts which may reflect inadequate service level;
- 4) Identify if space restrictions exist to meet recycling requirements for additional carts/bins.

Consultant shall provide a written report to the City that describes in detail the recycling activities and related information pertaining to each business identified on the City- provided list. In a format that can be edited for state reporting purposes.

#### **IV. SELECTION PROCESS**

A consultant selection committee consisting of Development Services staff will review and evaluate those firms satisfactorily complying with the requirements and requested information indicated above. The committee will rank the firms, as the committee considers appropriate, based on the Proposal Requirements in Section II.

#### **V. PROPOSAL SUBMISSION**

1. **Proposal Package Delivery:** Clearly identified Proposal Packages, regardless of manner of delivery, must be placed in sealed envelopes and received by the City of Norco, at the address specified below, on or prior to the date and time as specified on Cover Page. Sealed envelopes must be marked clearly with the RFP/Q name, date and time of the RFP/Q closing. It is Proposer's responsibility to verify that the closing date on the RFP/Q envelope matches the closing date of the RFP/Q. Only one RFP/Q submittal will be accepted per envelope. RFP/Q may be submitted via mail or hand delivered to:

#### **COMMERCIAL RECYCLING SURVEY**

City of Norco  
Attn: Chad Blais  
Public Works Department  
2870 Clark Avenue  
Norco, CA 92860

All Proposals, regardless of the manner of delivery, are due no later than the due date and time specified within this solicitation. **Late Proposals will not be accepted regardless of reason.** It is the responsibility of the Proposer to ensure that delivery is made to the City at the specified address by the due date and time specified.

- a. Mailed Proposals must be received, date and time-stamped on the outside of sealed package, by the City of Norco on or prior due date and time specified.
  - b. Faxed and/or email Proposals are not allowed.
2. **Questions and Addenda:** City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. All questions or requests for interpretation regarding this solicitation must be submitted **by Tuesday, July 30, 2019 – 11:00 a.m.**

Proposers are not to contact City personnel with any questions or clarifications concerning this RFP/Q other than through the method specified in this RFP/Q. All questions or requests for interpretations must be received by **the date and time listed on the Cover Page**. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued. It is the responsibility of each Proposer to ensure that they have received and reviewed any and all addenda to this solicitation. City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

3. **Validity of Proposals:** Proposals must be valid for a period of at least 90 calendar days from the closing date and time for receipt of proposals.

## **VI. QUALIFICATIONS EVALUATION**

The Director Public Works will review and evaluate those firms satisfactorily complying with the requirements and requested information indicated above and rank the firms, as the Director considers appropriate, based on the Proposal Requirements in Section II.

## **VII. CONTRACTUAL DEVELOPMENT**

The City reserves the right to apportion the award among two or more Consultants. Following the determinations of the best-qualified firm(s), the final project fee and scope of service may be further negotiated to achieve mutual agreement with the respective firm(s).

**Contract Execution:** Execution of a standard City Professional Services Agreement shall be required. The RFP/Q will become an integral part of the Agreement, but may be modified by the final provisions of the Agreement.

**Insurance:** The contract (a Professional Services Agreement) shall contain indemnity and insurance provisions. The cost of providing such insurance shall be considered as being included in the hourly rates and no additional compensation will be allowed. No changes will be allowed to the insurance requirements.

**If your firm is unwilling or unable to agree to all sections of the Professional Services Agreement or its insurance requirements, exception must be stated in your proposal. Consideration of waiver of certain exceptions may be made; however, it may also affect the final consultant selection.**

### **VIII. CHANGES TO THE PROJECT**

It is not the intent of this paragraph to relieve Consultant of its professional responsibility during the performance of this contract. In those instances where Consultant believes a better solution to the problem is possible, Consultant shall promptly notify the Contracts Administrator of these concerns, together with reasons thereof.

The City reserves the right to negotiate a contract for the entire project, or any portion of the project, and reserves the right to amend the Scope of Work at any time during the consultant selection process. The City reserves the right to accept any Proposal or to reject all Proposals and reissue this RFP/Q. The City is neither obligated to award a contract following the evaluation nor pay any costs incurred by participants in the selection process.

### **IX. PROPOSAL PREPARATION EXPENSE**

Each Proposal prepared in response to this request shall be prepared at the sole cost and expense of the firms electing to participate, and with the express understanding that no claims against the City for reimbursement will be accepted.

### **X. ANTICIPATED SCHEDULE**

- Proposals Due: Tuesday, August 13, 2019 at 11:00 a.m.
- City Council Contract Approval: Tuesday, September 4, 2019 at 7:00 p.m.
- Contract Term: October 1, 2019 – June 30, 2020

### **XI. GENERAL NOTICES**

The use of any oral or written information, or material supplied or obtained from the City or any other agency or individual shall be at the sole risk of Consultant. The submittal of a Proposal shall be taken as prima facie evidence of Consultant's compliance with the requirements contained in this paragraph, as well as any other instruction or requirement contained herein. Consultant shall not at any time after submittal of the Proposal make or have any claim for damages or anticipated profits or loss of profit or otherwise because of changes made in the Scope of Work prior to contract negotiations.

#### **ATTACHMENTS:**

- Exhibit 1 – Sample Agreement

**CITY OF NORCO  
PROFESSIONAL SERVICES AGREEMENT  
WITH \_\_\_\_\_ FOR  
COMMERCIAL RECYCLING SURVEYS PROJECT**

**1. Parties and Date.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Norco, a municipal corporation of the State of California, located at 2870 Clark Avenue, Norco, California 92860, County of Riverside, State of California, (hereinafter referred to as "City") and \_\_\_\_\_, a corporation with its principal place of business at \_\_\_\_\_ (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. Recitals.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for professional services on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing commercial recycling survey services to public clients and that it is familiar with the expectations of the City.

**2.2 Project.**

The City desires to engage the Consultant to render such professional services to conduct Commercial Recycling Surveys Project ("Project") as set forth in this Agreement.

**3. Terms.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design services outlined by the Commercial Recycling Surveys Project. The Project is more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Project shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The terms of this Agreement shall begin at the Notice to proceed and shall expire June 30, 2020 or when the project is considered complete. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Consultant. The Project shall be designed by Consultant. Consultant will determine the means, methods and details of designing the Project subject to the requirements of this Agreement. City retains Consultant on an independent Consultant basis and not as an employee. Any additional personnel constructing the Project under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with the construction of the Project under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the services expeditiously, within the term of this Agreement, and in accordance with the Project timeframe set forth herein. Consultant represents that it has the professional and technical personnel required to construct the Project in conformance with such conditions. In order to facilitate Consultant's conformance with the Project timeframe, City shall respond to Consultant's Requests for Information in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Project timeframe.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Consultant's Representative. Consultant hereby designates \_\_\_\_\_, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Project, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Project under this Agreement.

3.2.6 Coordination of Project. Consultant agrees to work closely with City staff in the design of the Project and shall be available to City's staff, consultants and

other staff at all reasonable times.

**3.2.7 Standard of Care; Performance of Employees.** Consultant shall design the Project under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to construct the Project. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to design the Project. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to design the Project, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-Consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to design the Project in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any work on the Project.

**3.2.8 Laws and Regulations.** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Project. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

**3.2.8.1 Employment Eligibility; Consultant.** By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security,

by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.8 or any of its sub-sections.

3.2.8.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.8.1.

3.2.8.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.8.1 or 3.2.8.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.8.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.8.4 Labor Certification. By its signature hereunder, Consultant certifies that it is 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 agrees to comply with such provisions before commencing the performance of the Services.

3.2.8.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.8.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and

permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.9 Insurance.

3.2.9.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Throughout the life of this Contract, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage  
\$1,000,000 per occurrence for personal and advertising injury  
\$2,000,000 aggregate for products and completed operations  
\$2,000,000 general aggregate applying separately to the work performed under the Contract

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to VVTA, its board members, officers, officials, employees and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to VVTA's Executive Director or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Consultant maintain

insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to VVTA for review.
5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Consultant or any of its subconsultants fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, sub-consultants, subconsultants, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subconsultants' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the subconsultant.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In designing the Project, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Rates and Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all design services rendered under this Agreement at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 Ownership of Materials and Confidentiality**

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the

Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of

### **3.6 General Provisions.**

#### 3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the follow address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

XXXXXX  
XXXXXX  
XXXXXX  
XXXXXX

City:

City of Norco  
2870 Clark Avenue  
Norco, CA 92860  
Attention: Director of Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the US Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782.8, Consultant shall indemnify, hold harmless and defend City and each of its elected officials, officers, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) to the extent that any loss, liability, fines, penalties, forfeitures, costs, damages, claims, demands or actions in law or equity arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees or agents in the performance of this Agreement. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant to indemnify, hold harmless and defend the City and its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other Consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement 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.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be work days (Monday through Friday, excluding holidays). All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is 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 agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Name of Consultant: XXXXXX

\*By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
XXXXXX

OWNER: CITY OF NORCO, a municipal corporation

\*By:

\_\_\_\_\_  
Robin Grundmyer, Mayor

ATTEST:

\_\_\_\_\_  
Dana Roa, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Harper, City Attorney

EXHIBIT A  
Scope of Commercial Recycling Survey Project  
(See RFP/Q Attachments)

EXHIBIT B  
Consultant Proposal Document  
(See Attachments)

**GENERAL LIABILITY ENDORSEMENT**

CITY OF NORCO  
2870 Clark Avenue  
Norco, CA 92860  
(951) 270-5627  
(951) 270-5677

**A. POLICY INFORMATION**                      Endorsement # \_\_\_\_\_

1. Insurance Company \_\_\_\_\_

Policy Number \_\_\_\_\_

2. Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_

Endorsement Effective Date \_\_\_\_\_

3. Named Insured \_\_\_\_\_

4. Address of Named Insured

\_\_\_\_\_

\_\_\_\_\_

5. Limit of Liability Any One Occurrence/Aggregate

\$ \_\_\_\_\_ / \_\_\_\_\_

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

\_\_\_\_\_

7. Coverage is equivalent to:

Comprehensive General Liability Form GL0002 (Ed. 1/73)

\_\_\_\_\_

Commercial General Liability "Occurrence" Form CG0001

\_\_\_\_\_

8. Bodily Injury and Property Damage Coverage is:

\_\_\_\_\_ "occurrence"

Note: The City of Norco standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage is not acceptable. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project:

**COMMERCIAL RECYCLING SURVEY PROJECT**

The general items of work to be done hereunder consist of:

Professional services to conduct site survey on commercial properties to determine the level of service required to meet all State and City requirements for mandatory recycling of recyclables and organics.

**B. POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** As respects any work performed on the above described Project, the City of Norco, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured on the above described Project for or on behalf of the City of Norco; or (b) products sold by the Named Insured to the City of Norco for use on the Project; or (c) premises leased by the Named Insured from the City of Norco, the insurance afforded by this policy shall be primary insurance as respects the City of Norco, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the City of Norco, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - (1) Insurance Services Office Form Number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
  - (2) Insurance Services Office Commercial General Liability Coverage, "Occurrence" Form CG 0001; or

- (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Sections (1) and (2).
- 4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.
- 5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Norco, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
- 6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by certified mail return receipt requested has been given to the City of Norco. Such notice shall be addressed as shown in the heading of this endorsement.

**C. INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

ATTN:

\_\_\_\_\_

(Title) (Department)

\_\_\_\_\_

(Company)

\_\_\_\_\_

(Street Address)

\_\_\_\_\_

(City) (State) (Zip Code)

\_\_\_\_\_

(Telephone Number)

**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_, warrant that I have authority to  
(Print/Type Name)

bind the below-listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Original Signature required on endorsement furnished to the City of Norco)

ORGANIZATION: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**AUTOMOBILE LIABILITY ENDORSEMENT**

CITY OF NORCO  
2870 Clark Avenue  
Norco, CA 92860  
(951) 270-5627  
(951) 270-5677

**A. POLICY INFORMATION** Endorsement # \_\_\_\_\_

1. Insurance Company \_\_\_\_\_

Policy Number \_\_\_\_\_

2. Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_

Endorsement Effective Date \_\_\_\_\_

3. Named Insured \_\_\_\_\_

4. Address of Named Insured \_\_\_\_\_

5. Limit of Liability Any One Occurrence/Aggregate  
\$ \_\_\_\_\_ / \_\_\_\_\_

6. Deductible or Self-Insured Retention  
(Nil unless otherwise specified):  
\$ \_\_\_\_\_

**B. POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City of Norco, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Norco, its elected or appointed officers, officials, employees, consulting engineers or volunteers.

2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City of Norco, the insurance afforded by this policy shall: (a) be primary insurance as respects the City of Norco, its

elected or appointed officers, officials, employees, consulting engineers or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Norco, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage to the Named Insured at least as broad as:
  - (1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.
  - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Section (1).
4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage, or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Norco, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by certified mail return receipt requested has been given to the City of Norco. Such notice shall be addressed as shown in the heading of this endorsement.

**C. INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

ATTN:

---

(Title) (Department)

---

(Company)

---

(Street Address)

---

(City) (State) (Zip Code)

---

(Telephone Number)

**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_, warrant that I have authority to  
(Print/Type Name)

bind the below-listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Original Signature required on endorsement furnished to the City of Norco)

ORGANIZATION: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_



**C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_, warrant that I have authority to bind  
(Print/Type Name)

the below-listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Original signature required on endorsement furnished to the City of Norco)

ORGANIZATION: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

