

**CITY OF NEEDLES  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 26<sup>th</sup> day of November 2018, between the CITY OF NEEDLES, a California Charter City, (hereinafter referred to as the "City") and Unifirst Corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Services.**

The City solicited proposals to provide Uniform Rental and Laundry Services pursuant to that certain Request for Proposals, which is attached hereto as Exhibit "A."

**2.2 Proposal**

Consultant has made a proposal ("Proposal") to the City dated September 28, 2018 to provide such professional services, which Proposal is attached hereto as Exhibit "B."

**2.3 Consultant.**

City desires to retain Consultant to perform and assume responsibility for the provision of such services required by the City on the terms and conditions set forth in this Agreement. Consultant represents and warrants to City that Consultant possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 Professional Services. Consultant agrees to perform the services described herein and in "Exhibit B" ("Services"). All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Consultant designates Tyrone Clemons as Consultant's professional responsible for overseeing the Services provided by Consultant.

3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect until terminated as provided herein. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate after three (3) years unless extended in writing by the Parties with the approval of the City Council of the City.

3.1.3 Conflict. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the 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 their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and Consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Standard of Care; Performance of Employees. Consultant shall perform all Services 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 perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, 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 applicable standard

of care. 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 a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.

- 3.2.3 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 Services, 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 Services. If the Consultant performs any work 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 the City, its officials, directors, officers, employees and agents 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.
- 3.2.4 Employment Eligibility. Consultant shall be solely responsible for obtaining Employment Eligibility Verification information from Consultant's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Consultant's employees are eligible to work in the United States.
- 3.2.5 CalPers. In the event that Consultant employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 3.2.7 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, 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, City personnel and third parties 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 life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, 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.

**4. Indemnification; Insurance.**

**4.1 Insurance.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and made a part of this Agreement.

**4.2 Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

**4.3 Indemnity Other than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or the City for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

**4.4 Duty to Defend.** In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises

from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**5. Responsibilities of City.**

**5.1 Requests.** The City agrees to comply with all reasonable requests of Consultant and provide reasonable access to documents including objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Consultant's duties under this Agreement. In order to facilitate Consultant's conformance with the performance schedule, the City shall respond to Consultant's submittals in a timely manner.

**5.2 City Representative.** The City designates the City Manager or his designee as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

**6. Fees and Payments.**

**6.1 Compensation.** City agrees to pay per the bid specifications submitted. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Section 6, total fees and charges paid by City under this Agreement shall not exceed \$\_\_\_\_\_ without approval by the City Council of City.

**6.2 Invoices.** Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of Services rendered 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 have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Consultant with a request for

explanation or adjust the payment accordingly, and give notice to Consultant of the adjustment.

**6.3 Payment.** If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**6.4 Reimbursement for Expenses.** Consultant shall not be reimbursed for any expenses unless authorized in writing by the City Manager.

**6.5 Additional Services.** In the event Consultant performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

**6.6 Prevailing Wages.** Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**6.7 Accounting Records.**

**6.7.1 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 the 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.

**7. General Provisions.**

**7.1 Termination of Agreement.**

7.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party 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 actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.

7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data (as defined below), programming source code, plans reports 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 documents and other information within fifteen (15) days of the request.

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

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

To Vendor: Tyrone Clemons  
UniFirst Corporation  
568 Parkson Road  
Henderson, NV 89011

To City: City of Needles  
817 Third Street  
Needles, CA 92363  
Attention: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. 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.

**7.3 Ownership of Materials and Confidentiality.**

7.3.1 City Ownership. All documents and data ("Documents & Data"), including data on electric, digital or magnetic media, prepared by Consultant under this Agreement shall be the property of the City, except that Consultant shall have the right to retain copies of all Documents & Data for its records. The City shall not be limited in any way in its use of the Documents & Data at any time. Should Consultant, either during or following termination of this Agreement, desire to use any Documents & Data prepared in connection with this Agreement, Consultant shall first obtain the written approval of the City Manager.

7.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

**7.4 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.

**7.5 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.

**7.6 Governing Law.** This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County.

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

**7.8 City's Right to Employ Other Consultants.** The City reserves the right to employ other consultants at any time for any purpose.

**7.9 Assignment; Sublease; Transfer.** Consultant shall not assign, sublease, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. 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.

**7.10 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 deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the 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.

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

**7.12 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.

**7.13 No Third Party Beneficiaries.** The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**7.14 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.

**7.15 Improper Payment.** 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. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability.

**7.16 Conflict of Interest.** For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers

and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

**7.17 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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.

**7.18 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.

**7.19 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.

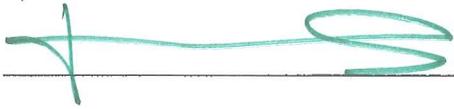
**7.20 Attorney Fees.** If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

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

**7.22 Contents of Request for Proposal and Proposal.** Consultant is bound by the contents of City's Request for Proposal and the Proposal. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Proposal. The incorporation of the Proposal shall be for the Services to be rendered and the price for such Services only, and any other terms and conditions included in the Proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date and year set forth above.

**CITY:** (City of Needles)

BY:  \_\_\_\_\_

TITLE: RICK DANIELS

DATE: December 17, 2018

**ATTEST:**

BY:  \_\_\_\_\_

TITLE: city clerk

DATE: 12-17-18

**CONSULTANT:**

BY:  \_\_\_\_\_

TITLE: Tom Bosanko  
General Manager

DATE: November 26, 2018

**EXHIBIT A**

**Request for Proposals**

**[Attached behind this page]**



**CITY OF NEEDLES**

**INVITATION FOR SEALED BIDS  
FOR**

Uniform Rental and Laundry Services

CITY OF NEEDLES  
817 Third Street  
Needles, CA 92363  
(760) 326-2115 ext. 140

NOTICE IS HEREBY GIVEN that the CITY OF NEEDLES (herein called the "City") invites and will receive sealed bids up to the hour of 3:30 p.m. Pacific Standard Time (PST) on **Thursday, October 11, 2018** for Uniform Rental and Laundry Service. At said time, sealed Bid Proposal (herein called the "Bid") will be publicly opened and read aloud by the office of the City Clerk at:

CITY OF NEEDLES  
817 Third Street  
Needles, CA 92363

Questions regarding the Bid Documents are to be directed to Rainie Torrance, Finance Assistant, by email at [ndsacct@citlink.net](mailto:ndsacct@citlink.net).

Bids shall be submitted only on forms provided in the Bid Packet. Bids shall be in the hands of the City Clerk of the City, 817 Third Street, Needles, California, 92363 on or before the hour of 3:30 p.m. PST on **Thursday, October 11, 2018**. No late Bids will be accepted and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone bid submittals or modifications will be considered. Bids received after the bid submittal deadline will be rejected and returned to the Bidder unopened.

The Bid Proposal forms can be obtained from the City of Needles' website at [www.cityofneedles.com](http://www.cityofneedles.com).

The City reserves the right to reject any and/or all Bids received.

## Information for Bidders

Bids will be received by the City of Needles Office of the City Clerk, at City of Needles, 817 Third Street, Needles, CA 92363, until 3:30 p.m. Pacific Standard Time (PST), on **Thursday, October 11, 2018**, then publicly opened and read aloud. Each Bid must contain one complete original set of Bid Proposal Forms. The Bid Proposal must include a completed "Bid Form". The Addendum, if issued, will be posted on the City's website at [www.cityofneedles.com](http://www.cityofneedles.com). Bidder must acknowledge Addendum, if issued, by submitting signed Addendum with the Bid Proposal Forms. The completed Bid must be submitted in a sealed envelope and addressed to the City at 817 Third Street, Needles, CA 92363. Each sealed envelope containing a Bid must be plainly marked on the outside as "**Uniform Rental and Laundry Services; Attention City Clerk**", and the envelope shall also bear on the outside, the name of the Bidder, and Bidder's address. If forwarded by mail, the sealed envelope containing the Bid Proposal forms must be enclosed in another envelope addressed to the City Clerk at 817 Third Street, Needles, CA 92363, and both envelopes clearly state "**Uniform Rental and Laundry Services; Attention City Clerk**".

Total Bid Price must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted, unless otherwise indicated. The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the Bidder. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person signing the Bid Form. Each Bidder is responsible for the review of the Bid documents.

The City may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bid or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. All Bids shall remain firm for at least ninety (90) calendar days after the date and time of the bid opening unless otherwise specified. Should there be reasons why the Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Bidder. Award of Bid will be to the lowest responsible Bidder as determined by the City. A conditional or qualified Bid will not be accepted. The failure and omission of any Bidder to do any of the foregoing shall not relieve any Bidder from any obligation with respect to the Bid. The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications or questions of the bid documents shall be emailed to:

Rainie Torrance, Senior Accountant  
[ndlsacct@citlink.net](mailto:ndlsacct@citlink.net)

Requests for clarification or questions shall be delivered to the City by 4:00 p.m. PST on **October 2, 2018**. Any City response to a request for clarification, questions and answers will be posted to the City's website at [www.cityofneedles.com](http://www.cityofneedles.com) not later than 4:00 p.m. PST, **October 3, 2018** and if necessary become a part of the Bid as an Addendum. The proposed timeline of events associated with the awarding of Bid Proposal:

Release of Advertisement for Bids		Friday, September 28, 2018
Deadline to submit questions/clarifications	4:00 p.m.	Tuesday, October 2, 2018
Addendum/Questions/Clarifications Posted	4:00 p.m.	Wednesday, October 3, 2018
Bid Opening	3:30 p.m.	Thursday, October 11, 2018
City Council Awards Bid (subject to change)	6:00 p.m.	Tuesday, October 23, 2018
Issuance of a Purchase Order (subject to change)	By	Wednesday, October 31, 2018

Bid proposals shall remain valid for at least sixty (60) days after the opening of Bids. No Bid proposal may be withdrawn after the Bid opening. The enclosed "Bid Form" must be submitted with each bid.

The successful Bidder shall enter into a formal agreement with City. The Attachment A "Professional Services" Agreement will be executed to the selected vendor.

A two-year contract will be awarded with the option to extend for a total of five years. In order to exercise this option the City must notify the Service Provider in writing at the address provided in this agreement no later than 30 days before the expiration of this agreement.

Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Needles. Business license information may be obtained by calling (760) 326-5770 X145

## **II. GENERAL INFORMATION**

The City of Needles is seeking qualified service providers to furnish uniform and mat supply, rental and laundry service to the following City Departments:

- Department of Public Works (5 employees)
- Parks Department (8 employees)
- Wastewater Treatment Plant (4 employees)
- Electric Department (7 employees)
- Water Department (5 employees)
- Recreation Department (Mops, Rugs)

## **III. SPECIFICATIONS**

### **A. Clothing**

1. New garments to be provided at the beginning of this contract and each two-year period thereafter.
2. Eleven (11) shirts and eleven (11) pants should be inventoried for each employee. This includes a "swing" suit for exchange day. Some departments may request additional sets of garments.

Note: Some departments may request short sleeve vs. long sleeve.

3. Number of changes per week; five (5) shirts and five (5) pants.
4. Shirts – Work Shirts.
5. Pants – WorkPants.
6. Shirts – Fire Rated; Indura Shirt (for those required to have, approximately 7 employees).
7. Pants – Fire Rated; Indura Jeans (for those required to have, approximately 7 employees).
8. Color - A variety of colors to be specified and/or confirmed at time of fitting.
9. Clothing to be delivered each week to the various departments, on hangers and sorted by employee.
10. Vendor to provide name tags on garments for each employee. Name tag specifications shall be silk screened with a merrow stitched border.

**B. Fitting**

Each person must be individually measured and fitted prior to first delivery of garments. During the first two weeks of service, vendor shall make necessary adjustments and provide necessary replacements at no additional cost.

**C. Inventory Control**

The vendor will be required to furnish a complete listing of garments delivered each week by department and detailed by individual. Any garments lost by vendor shall be replaced at no additional cost.

**D. Service Tag System**

Some type of tag system must be provided so that employees can call attention to needed repairs, etc.

**E. Replacement of Garments**

1. Vendor must maintain clothing in a good, serviceable condition throughout the term of the service agreement. Garments in a badly worn, frayed or torn condition from normal use shall be replaced at the next regular delivery date. Routine small repairs will be acceptable so long as the image of the employee and City are not below standard.
2. City will be responsible for lost and damaged garments by the employee.

**F. Door Mats, Dust Mops and Shop Towels**

Recreation Department – 36” Dust Mops x 4

Public Works Department – Shop Towels – 200 approximately

Bath Towels – 40 approximately

Rugs 3x4 – 4

8’ Rugs - 3

Other items may be requested as needed.

**G. Additions and Deletions**

The number of garments or other rental items may be increased or decreased from time to time. Notification will be given to the vendor when changes are necessary. In any case, the unit prices shall remain the same as the original proposal.

**H. Property of Vendor**

All garments or other merchandise furnished under the rental agreement shall remain the property of the vendor.

#### IV. DELIVERY LOCATIONS

Uniforms will be picked up and dropped off at the following location(s) once a week:

City Hall  
817 Third St.

Wastewater Plant  
516 E Broadway

Public Works Department  
122 Roduffa

Parks Department  
144 Marina Dr.

Needles Recreation Department  
1705 J St.

\*all locations within the City of Needles, CA

1. A laundry collection for both clean and soiled work uniforms must be installed at each location.
2. Pick up all to-be-laundered shop towels, rugs and mops once a week; note only the number of shop towels and rugs, mops that are actually being laundered are to be billable.
3. Selected vendor must submit a numbered pick- up list of items to be picked up from each location.
4. All pick-up and delivery of items must obtain the signature by a City of Needles employee at the location on the finalized pick up list confirming the exact number of items being picked up.

# Bid Form

TO: CITY  
CITY OF NEEDLES  
817 Third Street  
Needles, CA 92363

DATE: \_\_\_\_\_

In compliance with the Invitation for Sealed Bids for **Uniform Rental and Laundry Services**, the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for:  
**Uniform Rental and Laundry Services**

Weekly cost per employee, per week; eleven (11) work shirts and eleven (11) work pants pants; Include name tags and City logo on shirts.

\$ \_\_\_\_\_

Weekly cost per employee, per week; thirteen (13) work shirts and thirteen (13) work pants pants; Include name tags and City logo on shirts.

\$ \_\_\_\_\_

Weekly cost per employee, per week; seven (7) Fire rated shirts and seven (7) Fire rated work pants; Include name tags and City logo on shirts. \$ \_\_\_\_\_

Weekly cost per employee, per week; one (1) coveralls; tags on coveralls. \$ \_\_\_\_\_

Replacement cost for shirts which are lost or damaged by the employee. \$ \_\_\_\_\_

Replacement cost for pants which are lost or damaged by the employee. \$ \_\_\_\_\_

Exchange shirts; different size. \$ \_\_\_\_\_

Exchange pants; different size. \$ \_\_\_\_\_

Floor Mat: 3' X 4' \$ \_\_\_\_\_

Floor Mat: 4' X 6' \$ \_\_\_\_\_

Floor Mat: 3' X 10' \$ \_\_\_\_\_

Floor Mat: 3' X 5' (scraper) \$ \_\_\_\_\_

Dust Mop: 24" \$ \_\_\_\_\_

Shop Towels \$ \_\_\_\_\_

Dust Mop: 36" \$ \_\_\_\_\_

Bath Towels \$ \_\_\_\_\_

Written form

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

**BID FORM - CONTINUED**

\_\_\_\_\_  
BIDDER'S COMPANY

\_\_\_\_\_  
PRINT NAME - AUTHORIZED

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

**ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE? \_\_\_\_\_ YES \_\_\_\_\_ NO**

If yes submit written proof of the address of your principle place of business and a copy of your current City business license.

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS**

**EXHIBIT B**

**Proposal**

**[Attached behind this page]**

# Bid Form

TO: CITY  
CITY OF NEEDLES  
817 Third Street  
Needles, CA 92363

DATE: 10-8-2018

In compliance with the Invitation for Sealed Bids for **Uniform Rental and Laundry Services**, the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for: **Uniform Rental and Laundry Services**

Weekly cost per employee, per week; eleven (11) work shirts and eleven (11) work pants pants; Include name tags and City logo on shirts.

\$ 5.06

Weekly cost per employee, per week; thirteen (13) work shirts and thirteen (13) work pants pants; Include name tags and City logo on shirts.

\$ 5.98

Weekly cost per employee, per week; seven (7) Fire rated shirts and seven (7) Fire rated work pants; Include name tags and City logo on shirts. \$ 11.13

Weekly cost per employee, per week; one (1) coveralls; tags on coveralls. \$ .41

Replacement cost for shirts which are lost or damaged by the employee. \$ 15.95 FR 44.48

Replacement cost for pants which are lost or damaged by the employee. \$ 18.95 FR 36.08

Exchange shirts; different size. \$ 0

Exchange pants; different size. \$ 0

Floor Mat: <sup>3x5</sup> 3' X 4' \$ 2-

Floor Mat: 4' X 6' \$ 3-

Floor Mat: 3' X 10' \$ 4-

Floor Mat: 3' X 5' (scraper) \$ 2-

Dust Mop: 24" \$ 1-

Dust Mop: 36" \$ 1-

Shop Towels \$ .08

Bath Towels \$ .30

### Written form

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

BID FORM - CONTINUED

UniFirst Corporation  
BIDDER'S COMPANY

Jennifer Marshall  
PRINT NAME - AUTHORIZED

568 Parkson Rd  
ADDRESS Henderson, NV 89011

Jennifer Marshall  
AUTHORIZED SIGNATURE

702-565-8791  
TELEPHONE NUMBER

ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE? \_\_\_\_\_ YES  NO

If yes submit written proof of the address of your principle place of business and a copy of your current City business license.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

Raine Torrance  
Senior Acct.  
ndlsacct@cs.hink.net

Bid Form

TO: CITY  
CITY OF NEEDLES  
817 Third Street  
Needles, CA 92363

DATE: 10-8-2018

In compliance with the Invitation for Sealed Bids for Uniform Rental and Laundry Services, the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for:  
**Uniform Rental and Laundry Services**

\*Long Shelve or short shelve Same Price

Weekly cost per employee, per week; eleven (11) work shirts and eleven (11) work pants pants; Include name tags and City logo on shirts.

\$ 5.06 Shirts LS/SS  $.19 \times 11 = 2.09$   
Pants  $.27 \times 11 = 2.97$

Weekly cost per employee, per week; thirteen (13) work shirts and thirteen (13) work pants pants; Include name tags and City logo on shirts.

\$ 5.98 Shirts LS/SS  $.19 \times 13 = 2.47$   
Pants  $.27 \times 13 = 3.51$

Weekly cost per employee, per week; seven (7) Fire rated shirts and seven (7) Fire rated work pants; Include name tags and City logo on shirts. \$ 11.13

Shirts LS  $.89 \times 7 = 6.23$   
Pants  $.70 \times 7 = 4.90$

Weekly cost per employee, per week; one (1) coveralls; tags on coveralls. \$ .41

Replacement cost for shirts which are lost or damaged by the employee. \$ 15.95 FR 44.48

Replacement cost for pants which are lost or damaged by the employee. \$ 18.95 FR 36.08

Exchange shirts; different size. \$ 0

Exchange pants; different size. \$ 0

Floor Mat: 3' X 4' \$ 2-

Floor Mat: 4' X 6' \$ 3-

Floor Mat: 3' X 10' \$ 4-

Floor Mat: 3' X 5' (scraper) \$ 2-

Dust Mop: 24" \$ 1-

Dust Mop: 36" \$ 1-

Shop Towels \$ .08

Bath Towels \$ .30

Written form

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

## Rainie Torrance

---

**From:** Jennifer L. Marshall <Jennifer\_Marshall@unifirst.com>  
**Sent:** Saturday, October 20, 2018 6:41 AM  
**To:** Rainie Torrance  
**Subject:** Re: Unifirst Corp

Those are the .27ea *parkas, golf pants*

Jennifer Marshall  
AZ, NV, CA Sales  
UniFirst Corporation  
702-439-6125  
[Jennifer\\_Marshall@Unifirst.com](mailto:Jennifer_Marshall@Unifirst.com)

----- Original message -----

**From:** Rainie Torrance <[ndlsacct@citlink.net](mailto:ndlsacct@citlink.net)>  
**Date:** 10/19/18 1:29 PM (GMT-07:00)  
**To:** "Jennifer L. Marshall" <[Jennifer\\_Marshall@unifirst.com](mailto:Jennifer_Marshall@unifirst.com)>  
**Subject:** RE: Unifirst Corp

What is the pricing for the standard uniform pants ? The non-jeans, the tan ones I showed you yesterday?

---

**From:** Jennifer L. Marshall [[mailto:Jennifer\\_Marshall@unifirst.com](mailto:Jennifer_Marshall@unifirst.com)]  
**Sent:** Friday, October 19, 2018 9:53 AM  
**To:** Rainie Torrance  
**Subject:** Re: Unifirst Corp

Happy Friday!!

After seeing what the departments are wearing yesterday, I only found the standard demin Jean's left off the bid. The "Dickies" they are preferring to are actual standard uniform pants 65/35. Also, here is the pricing for the demon Jean's and the garment maintenance.

Demin Jean's (non FR) .29ea 11x.29=3.19

**Garment maintenance:**

Standard work shirt .10ea 11x.10=1.10

Standard work Pants .10ea 11x.10=1.10

FR shirts .27ea 11x.27=2.97

FR Jean's. 27ea 11x.27=2.97

Coveralls .19ea 11x.19=2.09

Demin Jean's .18ea 11x.18=1.98

The garment maintenance is in addition to the weekly rental on the garments.

I hope this helps you:) Please let me know if you need anything else from me.  
Thanks

Jen

Jennifer Marshall  
AZ, NV, CA Sales  
UniFirst Corporation  
702-439-6125  
[Jennifer\\_Marshall@Unifirst.com](mailto:Jennifer_Marshall@Unifirst.com)

----- Original message -----

From: Rainie Torrance <[ndlsacct@citlink.net](mailto:ndlsacct@citlink.net)>  
Date: 10/18/18 1:56 PM (GMT-08:00)  
To: "Jennifer L. Marshall" <[Jennifer\\_Marshall@unifirst.com](mailto:Jennifer_Marshall@unifirst.com)>  
Subject: RE: Unifirst Corp

Are you in town? I should have them within 30 mins.

---

**From:** Jennifer L. Marshall [[mailto:Jennifer\\_Marshall@unifirst.com](mailto:Jennifer_Marshall@unifirst.com)]  
**Sent:** Thursday, October 18, 2018 1:41 PM  
**To:** Rainie Torrance  
**Subject:** Re: Unifirst Corp

Okay when you get them if you can let me know and I will stop by and check them out:)  
Thanks

Jennifer Marshall  
AZ, NV, CA Sales  
UniFirst Corporation  
702-439-6125  
[Jennifer\\_Marshall@Unifirst.com](mailto:Jennifer_Marshall@Unifirst.com)

----- Original message -----

From: Rainie Torrance <[ndlsacct@citlink.net](mailto:ndlsacct@citlink.net)>  
Date: 10/18/18 1:39 PM (GMT-07:00)  
To: "Jennifer L. Marshall" <[Jennifer\\_Marshall@unifirst.com](mailto:Jennifer_Marshall@unifirst.com)>  
Subject: RE: Unifirst Corp

Thanks Jen!

Apparently the parks and golf course employees have these dickie pants which I was unaware of. I just called them and asked them to bring me in a pair so I can tell you more.

*Rainie Torrance*  
City of Needles  
(760)326-2115 X140  
[ndlsacct@citlink.net](mailto:ndlsacct@citlink.net)

---

**From:** Jennifer L. Marshall [[mailto:Jennifer\\_Marshall@unifirst.com](mailto:Jennifer_Marshall@unifirst.com)]  
**Sent:** Thursday, October 18, 2018 1:30 PM

**To:** Rainie Torrance  
**Subject:** Re: Unifirst Corp

Hi Rainie,  
Here is part of the information you requested. Let me know about the dickies and I will get you a price.  
Thank you,  
Jen

Jennifer Marshall  
AZ, NV, CA Sales  
UniFirst Corporation  
702-439-6125  
[Jennifer\\_Marshall@Unifirst.com](mailto:Jennifer_Marshall@Unifirst.com)

----- Original message -----

**From:** Rainie Torrance <[ndlsacct@citlink.net](mailto:ndlsacct@citlink.net)>  
**Date:** 10/18/18 11:31 AM (GMT-07:00)  
**To:** "Jennifer L. Marshall" <[Jennifer\\_Marshall@unifirst.com](mailto:Jennifer_Marshall@unifirst.com)>, [ndlsacct@citlink.net](mailto:ndlsacct@citlink.net)  
**Subject:** RE: Unifirst Corp

Good Morning Jennifer,  
I am needing a little more information on the bid form you submitted for the City of Needles;

Can I get the cost split for the shirts and pants?  
Is the cost the same for long sleeve and short sleeve shirts?  
Can I also get an estimate for dickies work pants? 11 and 13 sets?

Thank you !

*Rainie Torrance*  
City of Needles  
(760)326-2115 X140  
[ndlsacct@citlink.net](mailto:ndlsacct@citlink.net)

---

**From:** Jennifer L. Marshall [[mailto:Jennifer\\_Marshall@unifirst.com](mailto:Jennifer_Marshall@unifirst.com)]  
**Sent:** Thursday, October 4, 2018 8:50 AM  
**To:** [ndlsacct@citlink.com](mailto:ndlsacct@citlink.com)  
**Subject:** Unifirst Corp

Hello Rainie,  
I'm Jen Marshall your local sales representative. I'm working on the bid for the city of Needles and have a couple questions for you:

1. The fire rated Jean's, are they demin or poly/cotton blend?
2. What ATPV and PPE are required?
3. Do the coveralls need to be FR?
4. Bath towels 20x40?

Thanks in advance for your help!!

Sincerely,

Jen Marshall

Jennifer Marshall

AZ, NV, CA Sales

UniFirst Corporation

702-439-6125

[Jennifer\\_Marshall@Unifirst.com](mailto:Jennifer_Marshall@Unifirst.com)

**EXHIBIT C**  
**Insurance Requirements**

**Time for Compliance.**

Consultant shall not commence Services 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 subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

**Minimum Requirements.**

Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. **General liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- ii. **Automobile liability.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iii. **Professional liability (errors & omissions).** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.
- iv. **Worker's Compensation.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

## Other Provisions or Requirements

- **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
- **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.
- **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **City Approval.** All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant

or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **Additional insured status.** All policies required herein shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies.
- **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- **City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change

results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

- **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.