

**BID FORM**

FOR: WEST HOLLYWOOD PARK PHASE II IMPLEMENTATION  
PROJECT  
DPW 14-002

CITY OF WEST HOLLYWOOD  
8750 El Tovar Place  
West Hollywood, California 90069

September 2016

BID TO: Ms. Yvonne Quarker  
City of West Hollywood  
8300 Santa Monica Boulevard  
West Hollywood, California 90069  
(323) 848-6408

BID FROM: Sinanian Development, Inc. dba Sinanian  
(Name of Firm Submitting Bid)

18980 Ventura Boulevard, Suite 200  
(Address)

Tarzana, CA 91356  
(City, State and Zip Code)

(818) 996-9666 November 14, 2016  
(Telephone No.) (Date Bid Submitted)

Note: All portions of this Bid Form must be completed and signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.

1. BIDDER'S REPRESENTATIONS

Bidder represents that a) it has the appropriate active Contractor's license required by the State of California; b) it has carefully read and examined the bidding documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation and services necessary to complete the proposed Work on this Project in accordance with the Contract documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to the City the Agreement in triplicate and furnish to the City all items required by the Bidding documents. If awarded the Contract, Bidder agrees to commence the Work from the date of the Notice to Proceed and fully complete the Work within 1,146 calendar days thereafter.

2. ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from the City of West Hollywood's facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

ADDENDUM #1 Acknowledgement September 28, 2016 S.S. 

ADDENDUM #2 Acknowledgement October 24, 2016 S.S. 

ADDENDUM #3 Acknowledgement November 2, 2016 S.S. 

ADDENDUM #4 Acknowledgement November 3, 2016 S.S. 

ADDENDUM #5 Acknowledgement November 8, 2016 S.S. 

3. Bidder acknowledges receipt of all Pre-Bid Requests for Information responses issued for this Project as distributed by Heery International, Inc. on behalf of the City of West Hollywood.

4. OTHER BID DOCUMENTS

Bidder confirms inclusion of all other bid documents:

- a. Bid Bond
- b. EEO Certification and Non-Collusion Affidavit
- c. Insurance Requirement Acknowledgement Form



5. LUMP SUM BASE BID

\$	7	3	8	8	8	0	0	0	0	0
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(Place Lump Sum Base Bid figures in appropriate boxes.)

6. UNIT PRICES - NOT USED.

7. INSURANCE REQUIREMENTS

Bidder shall fully execute, sign and return 'Insurance Requirements' document as part of the bid proposal. Failure to submit the 'Insurance Requirements' document will be considered a non-responsive bid and the bid will be rejected.

8. SELECTION OF APPARENT LOWEST RESPONSIBLE BIDDER

The City of West Hollywood will determine the lowest responsible Bidder as specified in Instructions to Bidders subparagraph 6.3.3. The Contract will then be awarded to the responsible Bidder submitting the lowest amount so calculated, or else all bids will be rejected. The Contract Sum will be the sum of the Lump Sum Base Bid.

9. ALTERNATES

- i. **Alternate #1:** Per Specification 01 2300 1.2 #1
  - (1) Delete the Community Meeting Room structure
  - (2) Delete the CITY OF WEST HOLLYWOOD sign atop the building

Lump Sum Deduct -\$ 

	2	,	250	,	000	.00				
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- ii. **Alternate #2:** Per Specification 01 2300 1.2 #2
  - (1) Downsize plant initial sizes from 15-gallon to 5-gallon shrubs
  - (2) Modify 'tree porches' to eliminate custom turf berm and retaining concrete wall with integral curved bench to leg-supported curved bench
  - (3) Change horizontal children play area surface (as opposed to sloping play surfaces) from resilient surfacing to bark mulch
  - (4) Revise planting area between the Grand Stair and the Tiny Tot play area to turf (~3,000 sf)

Lump Sum Deduct -\$ 

300	,	000	.00							
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10. ALLOWANCES – NOT USED.

11. LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

YES  NO

If yes, provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of ½ of 1 percent of the prime contractor’s total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its Bid.

Bidder may only contract with subcontractors that can complete the “Declaration of Subcontractor Pursuant to Government Code Section 4420,” as provided in Exhibit 15 and Article 11.1.7.2 of the General conditions. See Supplementary Conditions.

PORTION OF THE WORK ACTIVITY	SUBCONTRACTOR	
	NAME	LOCATION (City)
Building Concrete	McGuire Contracting	Fontana
Plumbing & Utilities	ProCraft Construction, Inc.	Redlands
Elevator	Otis Elevator Company	Los Angeles
Fire Protection	Fire Guard	Canoga Park
Demolition	AmpCo Contracting, Inc.	Anaheim
Site/Offsite Concrete	A & S Cement Contractors, Inc.	Stanton
Structural Steel	ADF Structural Steel, Inc.	Great Falls, Montana
Plaster/Drywall/Metal	Schmitt Contracting, Inc.	Brea

Framing (Note: Add additional pages if required.)

12. LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

Not used.

Bidder will use Subcontractors for the Work:

YES  NO

If yes, provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its Bid.

Bidder may only contract with subcontractors that can complete the "Declaration of Subcontractor Pursuant to Government Code Section 4420," as provided in Exhibit 15 and Article 11.1.7.2 of the General conditions. See Supplementary Conditions.

PORTION OF THE WORK ACTIVITY	SUBCONTRACTOR	
	NAME	LOCATION (City)
Swimming Pool	California Commercial Pools	Glendora
HVAC	Circulating Air, Inc.	North Hollywood
Glass/Glazing	Corona Aluminum Co.	Riverside
Handrails & Railings	The House of Stainless Steel, Inc.	Gardena
Rebar	Stantru Reinforcing Steel	Fontana
Landscaping	Marina Landscape	Orange
Electrical	Dutchman Electric	Duarte
Grading	Triangle Enterprises	Burbank

(Note: Add additional pages if required.)

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Not used.

Bidder will use Subcontractors for the Work:

YES  NO

If yes, provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of ½ of 1 percent of the prime contractor’s total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its Bid.

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PORTION OF THE WORK ACTIVITY	SUBCONTRACTOR	
	NAME	LOCATION (City)

(Note: Add additional pages if required.)

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Not used.

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YES  NO

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PORTION OF THE WORK ACTIVITY	SUBCONTRACTOR	
	NAME	LOCATION (City)

(Note: Add additional pages if required.)

12. LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

Not used.

13. BIDDER INFORMATION  
TYPE OF ORGANIZATION:

Corporation

(Corporation, Partnership, Individual, Joint Venture, etc.)

If a corporation, corporation is organized under the laws of the State of:

California

NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF  
BIDDER AND ALL GENERAL PARTNERS, IF A PARTNERSHIP:

N/A

NAME OF PRESIDENT OF THE CORPORATION:

Sinan Sinanian

NAME OF SECRETARY OF THE CORPORATION:

Sinan Sinanian

CALIFORNIA CONTRACTORS LICENSE(S):

Sinianian Development, Inc. dba Sinanian

(Name of Licensee)

A, B

(Classification)

455273

(License Number)

04/30/2018

(Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

TAX IDENTIFICATION NUMBER: 95-3815006

14. BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project.

1. Have you even been disqualified from any government contract?

Yes \_\_\_\_\_

No  X



2. If yes, explain the circumstances:

15. REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

- i. Bid security in the form of Bid Bond  
(Bid Bond or Certified Check)

DECLARATION

I, Sinan Sinanian (printed name) hereby declare that

I am the President (title) of

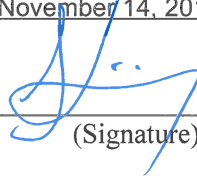
Sinianian Development, Inc. dba Sinanian (name of bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was subscribed at 18980 Ventura Boulevard, Suite 200, Tarzana

(location and city), County of Los Angeles, State of

California, on November 14, 2016 (date).

  
(Signature)

City of West Hollywood

BID BOND

WHEREAS, SINANIAN DEVELOPMENT, INC., hereinafter "Principal," has submitted a bid to the City of West Hollywood (hereinafter "City") for the WEST HOLLYWOOD PARK PHASE II IMPLEMENTATION PROJECT.

AND WHEREAS, said Principal is required to furnish a bond in connection with said bid, to ensure that the Principal will enter into a contract with the City;

NOW, THEREFORE, we, the Principal and

ARCH INSURANCE COMPANY,

as Surety, are held firmly bound unto the City in the sum of

TEN PERCENT OF AMOUNT BID Dollars

(\$ 10%), this amount being not less than ten percent (10%) of the Bid Sum, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal is awarded a Contract by said City and, within the time and in the manner required in the Contract Documents for said project, enters into the written form of Agreement bound with said Contract Documents and furnishes the required bonds and insurance, and performs all other obligations prerequisite to signing the Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named

herein, on the 3RD day of NOVEMBER, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal SINANIAN DEVELOPMENT, INC.

By 

Surety ARCH INSURANCE COMPANY

By   
KEVIN VEGA, ATTORNEY-in-FACT

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.***

**POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Britton Christansen, Jadon H. Smith, Kevin Vega, Myrna Smith and Philip E. Vega of Covina, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."


This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

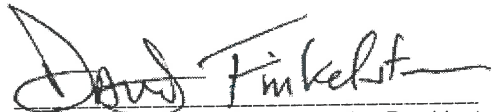
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 21<sup>st</sup> day of June, 2016.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

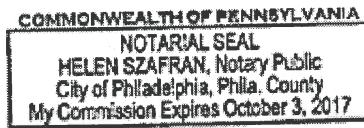


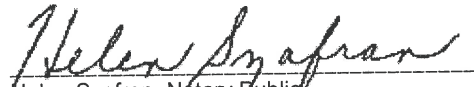
  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

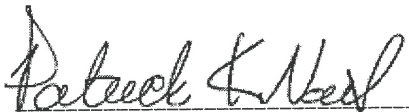


  
Helen Szafran, Notary Public  
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 21, 2016 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 3rd day of November, 2016.

  
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )

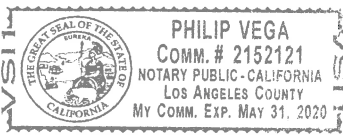
On 11/03/2016 before me, PHILIP VEGA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared KEVIN VEGA  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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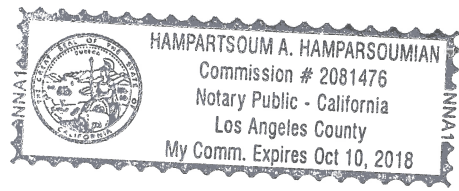
State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) on this 11th day of November, 2016 before me, Hampartsoum A. Hamparsoumian, Notary Public personally appeared Sinan Sinanian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: N / A

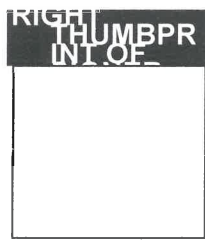
**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

- Individual
- Corporate Officer

Title(s):

- Partner  Limited  General  Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other:



Signer's Name:

- Individual
- Corporate Officer

Title(s):

- Partner  Limited  General  Attorney-in-Fact
- Trustee
- Guardian or Conservator  Other:



"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California )  
County of Los Angeles ) ss.

Sinan Sinanian, being first duly sworn, deposes and says that, he or she is

President of Sinianian Development, Inc. dba Sinanian, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: West Hollywood Park Phase II Project Number: DPW 14-002

Company: Sinianian Development, Inc. dba Sinanian

Address: 18980 Ventura Boulevard, Suite 200, Tarzana, CA 91356

Signature: 

Title: President

Date: November 14, 2016

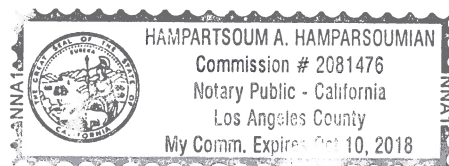
SWORN TO AND SUBSCRIBED TO BEFORE ME

This 14th day of November, 2016

/s/ Notary Public: 

My Commission Expires: 10/10/18

SEAL



**City of West Hollywood  
West Hollywood Park Phase II Implementation Project**

**INSURANCE REQUIREMENTS  
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]**

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below and as detailed in Article 11 of the General Conditions (if there is a conflict between the information cited below and the information cited in Article 11, the stricter requirement shall apply):

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$ 15,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000 (per person)
Workers compensation	Statutory requirement
Pollution liability	\$5,000,000 (per occurrence)

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Professional liability coverage must be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with authorized insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this form may render the bidder's proposal "nonresponsive."

November 14, 2016  
Date

  
\_\_\_\_\_  
Bidder