



## **WAYFINDING AND BRAND INCORPORATION PROGRAM**

Request for Proposals

Issued: August 16, 2019

Proposals must be received by 2:00 PM ET on September 20, 2019

### **INTRODUCTION**

The Town of Summerville ("the Town") is requesting proposals for professional consulting services from qualified consultants to develop a wayfinding signage plan along with the incorporation of branding and to prepare detailed designs for select sign types. The purpose of the plan is to guide travelers on the Town's thoroughfares to key public destinations including schools, parks, sports facilities, governmental buildings, and other points of interest, and to establish universal and cohesive design standards for wayfinding and locational signage reflective of the Town's identity. The Town is seeking a wayfinding signage plan that is locally unique, attractive, and indicative of the character of Summerville.

### **BACKGROUND**

Summerville's motto, "The Flower Town in the Pines." Since the early 1900s tourists have flocked to the town during early spring to enjoy millions of spring blossoms, particularly azaleas, in private and public gardens, including the mid-town Azalea Park. It's no wonder perhaps that the motto on the town's official seal is "Sacra Pinus Esto- The Pine is Sacred."

The town's name is evocative of its history. Situated on a pine-forested ridge, it was first inhabited in the late 1700s as Charlestonians and other inhabitants of the SC Lowcountry sought respite from the summer heat, mosquitos and disease. From May to September plantation families along the nearby Ashley River and other coastal areas, headed for higher elevation to live temporarily or "maroon," in the tiny forest colony soon dubbed Summerville. Other pioneer residents descended from those 1696 puritans who settled the nearby former colonial settlement of Dorchester, endowing Summerville with a heritage spanning three centuries.

Modernization came to town with the arrival of the railroad in the early 1800s and led the village to incorporation. Trees were being cut in large numbers for laying rails and the clearing of lots to relocate the commercial center near the tracks. To protect Summerville's biggest asset, the village became an official town in 1847, passing a first law prohibiting the cutting of certain-sized trees without permission, and fining offenders a then hefty \$25. That ordinance, one of the oldest of its kind in the United States, is still on the books.

Despite the publicity and the development, it spurred, the town's population hovered around 3,000 for nearly a century, not reaching 6,000 until the late 1970s. Then, as a bedroom community for the larger urban centers in the

area, the charm of Summerville resulted in a doubling of the population in the 1980s. It continues to attract families, business people and military personnel, all looking for a quality of life that has long since disappeared in cities. It is hard to believe that 50 years ago the Town of Summerville had a population of 3,000 and today we exceed 50,000.

The development of a master wayfinding signage program is part of an overall economic effort to attract tourism activity within the community. The Town has recently implemented a new tourism logo and tag line that will need to be incorporated into this effort. A part of the master signage program would identify appropriate locations for permanent gateway signage in the Downtown Commercial District, the Oakbrook area, Knightsville, North Summerville Business District and other local attractions. In addition, street-level visibility, safety, maintenance and replacement costs need to be considered.

## **PROJECT GOALS**

Any additional wayfinding brand that may result from this project should enhance and reflect the distinctive character of Summerville as the current tourism brand does. The wayfinding program should provide consistent and attractive information to assist the traveling public to navigate efficiently to key destinations within the Town. To achieve this, the consultant should:

- Identify policies, criteria, and graphics for wayfinding;
- Consider wayfinding needs for all modes of travel including motorized vehicles, bicycles, and pedestrians;
- Identify ways that wayfinding can enhance and reflect the distinctive character of the Town;
- Anticipate the continued evolution of each area, traffic pattern changes, new destinations and increasing pedestrian and bicycle traffic; and
- Coordinate with Town staff.

The wayfinding program should include, but not be limited to:

- General information for pedestrians, bicyclists, and motorists;
- Arts and culture destinations;
- Memorial and historical venues and landmarks;
- Entertainment venues;
- Public parking;
- Visitor information and amenities;
- Popular destinations for visitors; and
- Significant municipal and government buildings or properties.

## **PROJECT AREA**

The area covered by this plan includes the entire Town of Summerville. The area includes local and state rights-of-way.

## **SCOPE OF WORK**

The following is a general description of the anticipated tasks expected of the consultant. In preparing a proposal, the consultant is encouraged to modify, revise or otherwise amend the list of tasks to best satisfy the objectives of the proposed signage and wayfinding plan.

### *Task 1: Assess Existing Conditions and Needs*

1.1 Review and assess existing Town inventory of wayfinding signage.

1.2 Review and assess existing Town list of wayfinding destinations.

1.3 Identify user groups, their specific needs, and potential wayfinding difficulties as they affect the disabled, senior citizens, and new visitors to the area with respect to vehicular signage.

*Task 2: Develop Recommendation for Signage Types and Placement*

2.1 Recommend wayfinding signage types that should be added, replaced or consolidated (e.g., directional markers, street signs, parking signage, public facility identification signage, etc.);

2.2 Using aerial imagery and/or GIS resources, develop a map of recommended wayfinding signage locations;

2.3 Prepare detailed designs for select wayfinding features and identify “barriers to installation” in areas that may provide challenges;

2.4 Briefly identify other opportunities for temporary or changeable special event or marketing signage including location and type of sign;

2.5 Develop a list of recommended terminology and/or design icons for primary and secondary destinations (e.g., landmarks, public facilities, retail and dining destinations); and

2.6 Prepare a cost estimate for the fabrication, installation, and maintenance of the system including the number of various sign types and locations.

*Task 3: Design Signage Elements*

3.1 Recommend universal and cohesive design standards for wayfinding elements that are reflective of the Town’s identity consistent in color, font, materials, architectural elements and graphics taking into consideration the Town brand. In addition, the recommendations should take into account street-level visibility, safety, maintenance and replacement costs.

3.2 Present for review by the Town, three (3) schematic design concepts of wayfinding signs, Trail and park identification signs, parking signage, and/or other wayfinding elements that could be constructed and installed as part of a separate capital project; and

3.3 After review of the three (3) schematic proposals in Item 3.2 and selection of the desired proposal by the Town, submit one (1) set of professional signed and sealed final design concept drawings in AutoCAD format, including: exact dimensions, letter heights, materials, mounting details, color specifications and material performance standards with written statements regarding rationale for design choices. Drawings stamped by a design professional licensed in the State of South Carolina must be provided if proposed signage design is not of a type already approved by the South Carolina Department of Transportation.

Contractor shall ensure that signage will be of a design that meets SCDOT requirements.

*Task 4: Wayfinding Plan*

4.1 Develop a consistent and standardized wayfinding plan that will enable the Town to provide easily understood and comprehensive direction to visitors and residents. The plan should incorporate the recommended policies and criteria already identified and also identify proposed locations for different wayfinding classification types.

4.2 Provide presentation materials for support of Town staff public meeting(s).

4.3 Provide presentation materials for support of combined consultant/Town staff presentation to Town Council.

***Required Onsite Meetings***

One (1) initial meeting with internal staff members to discuss existing conditions, current and future projects, design details, general sign placement, and preferred signage construction materials. Three (3) additional onsite meetings

with the consultant team are anticipated with the exact timing of said meetings to be determined in conjunction with approval of the Scope of Work.

### ***Deliverables***

The final deliverable shall be a Wayfinding Signage Master Plan that contains the written analysis, recommendations, proposed sign locations with specific destinations, and detailed fabrication drawings developed in Tasks 1 through 4. It shall also include a palette of colors, design strategy and installation details. In addition, the Consultant shall deliver a presentation on the Master Plan to the Town of Summerville Council in conjunction with staff as one of the required onsite meetings. Five (5) paper copies plus a digital version shall be provided to the Town prior to the presentation.

*Note: All deliverables shall be the sole property of the Town of Summerville.*

### **BUDGET**

The estimated budget for this project is \$50,000. The Town is interested in receiving the best value product. If a consultant believes that additional work tasks are necessary above and beyond the budget, a cost for each alternative should be outlined in a detailed manner within the proposal.

| PROJECT SCHEDULE       |   |
|------------------------|---|
| Proposals due:         | September 20, 2019                                    |
| Review of proposals:   | September/October 2019                                |
| Interviews:            | October 2019  |
| Contract negotiations: | October/November 2019                                 |
| Award:                 | November 2019   |
| Project commencement:  | December 2019 <i>or</i> FY2020 dependent upon funding |

### **PROPOSAL CONTENT**

Any firm desiring consideration for this project shall submit **three (3) bound copies** of their submittal to the following address on or before **September 20, 2019 at 2:00 pm** in order to be considered. **Proposals submitted after the deadline will not be accepted.**

Town of Summerville Procurement Office  
Attn: Krista Collins  
200 South Main Street  
Summerville, SC 29483

All submittals shall contain the required information organized behind marked tabs. The first item in all submittals shall be a cover letter identifying a contact person including phone, e-mail address, and mailing address. All proposals shall also be submitted in an electronic format (flash drive).

### **SUBMITTAL REQUIREMENTS**

**All submittals shall provide the following information for consideration and state the time period it shall remain in effect:**

**A. Introductory Letter:** Please include a cover letter summarizing your firm's background, resources, relevant experience and cost estimate for the total project. Also include the name, address, phone number, and e-mail address of the firm and the primary personnel to be involved in the execution of the scope of services.

**B. Qualifications:** Each submittal shall include a detailed statement of qualifications that is concise, well-organized and demonstrates the proposer's qualifications and experience applicable to the project. This shall include a brief description of similar experience for the firm(s) and an explanation of how the specific staff members proposed for this project assisted with prior projects. Contact information for each referenced job must be included.

**C. Descriptions of Firm, Management, and Team Members:** Include descriptions of your organization and team. This should identify the project manager and the day-to-day contact person for the job. Please also include a resume for each key team member. The resumes should clearly demonstrate each individual's qualifications and professional experience with municipal wayfinding plans and programs.

**D. Description of Subcontractors:** Identify any portion of the scope of work that will be subcontracted. Include firm qualifications and key personnel, telephone number, and contact person.

**E. Experience with Similar Projects:** Include a brief description of at least three (3) previous projects performed by the firm that were similar in scope and complexity to this project. The information should include a description of the firm's or individual's contributions to the project, including images or schematics of previous wayfinding design work. At least one of the projects submitted shall be the most recently completed project by the firm.

**F. References:** For each project noted above, include a contact name, address, current telephone number and e-mail address for the Town's use in verifying the firm's past performance.

**G. Project Approach:** The proposal should include a description of how the Consultant will approach individual and collective tasks necessary to address the proposed Scope of Work. This description is to include delineation of specific tasks to be undertaken in each project activity and a project schedule showing start and completion dates for all major tasks.

**H. Consultant's Expectations of the Town:** A brief description of the services and tasks the Consultant would expect the Town to provide.

**I. Fee Proposal:** Provide itemized costs for the elements listed in the Scope of Work, including travel expenses to Summerville. Please also include a fee schedule for supplemental charges that may be charged for unforeseen work tasks, such as additional design concepts. All fees and expenses should also be indicated. The proposed fee will not be the sole criteria for selection of the consultant.

**J. Project Schedule:** Provide an explanation of how your firm would meet the project schedule and deliverables.

**K. Past Litigation:** Include a statement noting any litigation in which the firm or any of its primary personnel have been a party during the past five years.

**L. Contract Terminations:** List any contracts of this firm that have been terminated for cause during the past five years.

**M. Copyright Release:** Those firms responding to this RFP shall supply a copyright release to permit the City to make copies of any submitted copyrighted materials.

## CRITERIA FOR AWARDS/EVALUATION

The selection of the successful consultant will be made based upon the qualifications, experience and ability of the firm as detailed in the proposals submitted. The following criteria will be used in evaluating Consultant's proposals and contract award:

1. **Experience:** Wayfinding and Brand Development experience and skills in preparation of basic elements of wayfinding programs and signage design as found in accepted professional practice and based upon a list of related projects and submitted work samples. 20 Points
2. **Overall Proposal:** Unique proposal, experienced team, and thoughtfulness of submittal. 10 Points
3. **Quality of Proposed Approach:** Innovative and comprehensive strategy demonstrated. 10 Points
4. **Related Projects:** Similarity to Summerville in size, type, land uses, key issues. 10 Points
5. **Availability of Key Personnel:** Evidence of appropriate personnel available in the outlined timeframe. 10 Points
6. **Capacity of the Consulting Team:** Appropriately planned allocation of personnel and milestones. 10 Points
7. **Clarity of Role and Level of Involvement of Local Staff:** Ability to independently function with minimal staff involvement and illustrated expectations of Summerville staff. 10 Points
8. **Budget:** Value-based, realistic, thorough, and competitive budget. 10 Points
9. **Responsiveness:** Submittals should respond to all requirements included in the RFP. Proposals will be reviewed by a selection committee. The preferred team(s) may be chosen for interviews in August 2019. The City reserves the right to negotiate with the firm of its choice and to require substitution of sub-consultants and/or staff persons as part of the negotiation. 10 Points

## CONFIDENTIALITY

Responses to the RFP will become public records and, therefore, will be subject to public disclosure. However, South Carolina Statutes provide a method for protecting some documents from public disclosure. If the consulting firm designates a document as confidential or a trade secret, the Town will withhold the document from public disclosure to the extent that is entitled or required to do so by applicable law, and will return the document after selection.

## CONDITIONS AND LIMITATIONS

The City expects to select a consulting firm from the proposals submitted, but reserves the right to request substitutions of firms. The Town also reserves the right to reject any or all responses to the RFP, to advertise for new responses, or to accept any response deemed to be in the best overall interest of the Town. A response to this RFP should not be construed as a contract or an indication of a commitment of any kind on the part of the Town nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract. The Town will reserve the right to dismiss any part or all of the contracted team when, in the Town's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

This is an informal solicitation process, and the Town reserves the right to reject any or all proposals in their entirety. No proposal bond shall be required. The Town may award the work using the criteria described above, in its sole discretion. Proposals shall be in the form of a lump sum amount. The Town will pay within thirty days of receipt of a bill by the Contractor based on a verified percentage completion of the contract tasks and any reimbursable expenses. Respondent shall estimate the amount of reimbursable expenses with its proposal. The Town will not pre-pay any amount at contract execution. Respondent shall supply their firm's hourly rate schedule (which must remain unchanged during the contract duration) along with the proposal for purposes of estimating the costs of any added work.

## QUESTIONS

Technical questions regarding this RFP should be directed to Krista Collins, Procurement Officer at [kcollins@summervillesc.gov](mailto:kcollins@summervillesc.gov)

## GENERAL TERMS AND CONDITIONS:

**Indemnification:** The Contractor shall indemnify, defend, save, and hold harmless the Town of Summerville, South Carolina, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Contractor, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to property damage, personal injury and death as well as court costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Contractor agrees that it will procure and keep in force at all times at its own expense, insurance in accordance with these specifications. Notwithstanding the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of the Town, or its employees, agents or contractors, the Contractor's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principal of comparative fault.

**Termination:** This Agreement may be terminated by either Party provided thirty (30) days written notice is given to the other before the effective date of termination. Such notice shall contain the reasons for the intention to terminate this Agreement. In the event of such termination, Contractor shall be entitled to receive reasonable compensation for all work performed and items delivered and accepted by the Town as of the termination date and the Town shall be entitled to a refund of any unearned funds paid in advance to the Contractor. In the event of such termination, both Parties shall continue to be bound by all obligations set forth in this Agreement arising prior to the date of termination, in connection therewith, and/or obligations, promises, and/or covenants of this Agreement set forth below. The obligations as applicable contained in paragraphs 1, 3, and 4 shall survive the termination of this Agreement or the completion of the work plus any applicable warranties.

**Termination for Breach; Default and Remedy:** A Party will be in breach of this Agreement if that Party defaults in the performance of any of its obligations under this Agreement and such default shall continue for thirty (30) days after receipt by that Party of written notice thereof from the non-breaching Party, except that Contractor shall be in default immediately upon failure to maintain insurance hereunder. In the event of any breach, the non-breaching party shall have the right to terminate this Agreement immediately for an uncured breach upon the conclusion of such thirty (30) day period, except as such timeframe may be extended at the mutual agreement of the Parties. Exercise by either Party of any of its rights specified above shall not prejudice that Party's right to pursue any other remedy available at law or equity. The failure of either Party to strictly enforce any provision of this Agreement shall not be construed as a waiver. The rights and remedies of the Parties with respect to any of the terms and conditions of the Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies. In the event of termination of this Agreement as a result of a breach by the Contractor, the Town shall not be liable for any expenses except as otherwise provided herein and may, at its sole option, award an agreement for the same services to another qualified Contractor with the best proposal, or call for new proposals and award the agreement thereunder and the Contractor shall be liable to the Town for its direct and consequential damages as a result of that breach. The prevailing party in any dispute under this Agreement shall be entitled to an award of its reasonable legal fees and costs. In the event of such termination, the obligations as applicable contained in paragraphs 1, 2, and 4 of this Agreement shall survive, plus any applicable warranties.

**Confidentiality:** During the term of this Agreement, and subsequent terms of annual software support, each Party may provide to the other Party certain trade secret, confidential and proprietary information ("Confidential Information"). Confidential Information shall include, but not be limited to technical information including software

and its associated documentation, business and financial information, complainant or patient identifying data. Each Party agrees to protect the Confidential Information of the other Party with at least the same degree of care it uses to protect its own Confidential Information. Confidential Information may only be disclosed to the employees, agents, or contractors of the receiving party as necessary to fulfill the receiving Party's obligations or exercise the receiving Party's rights herein, provided that such employees, agents, or contractors are made aware of the confidentiality obligations of this Agreement and agree to be bound by such obligations. Confidential Information shall not include information that (i) was known by the receiving Party prior receipt from the disclosing party; (ii) becomes known through a third party without a confidentiality obligation; (iii) becomes public knowledge through no wrongful act of the receiving Party or a third party; (iv) is developed independently by the receiving Party without breach of this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information; or (v) is disclosed pursuant to a requirement of a governmental agency or disclosure of which is required by law, provided that notification of such request is made to the disclosing Party by the receiving Party. In the event of a breach of the confidentiality provision, the non-breaching party shall be entitled to obtain an immediate ex-parte injunction against the breaching party as well as an award of its reasonable legal fees and costs. The breaching party shall also be liable for any direct or consequential damages of the non-breaching party or any third party.

**Entire Agreement:** This Agreement is the entire and exclusive agreement between the Town and Contractor regarding the subject matter herein. This Agreement replaces and supersedes all prior negotiations, dealings, and agreements between the Town and Contractor covered by this Agreement.

**Governing Law:** This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of South Carolina without regard to conflicts of law principles. In the event of any dispute or claim arising out of this Agreement, the Parties agree that any legal action shall be litigated in courts having situs within the State of South Carolina.

**Validity:** This Agreement is not valid without the Town and Contractor's signatures.

**Delegation of Services:** Notwithstanding and without in any way limiting any terms and conditions set forth in this Agreement, all work and services to be provided by the Contractor hereunder will be provided only by qualified personnel of the Contractor, and by subcontractors of the Contractor approved by the Town. All approved subcontractors of the Contractors shall be deemed to have made all of the representations and warranties of the Contractor set forth herein and shall be fully covered under the Contractor's insurance policies.

**Conflicts:** The Contractor will use all reasonable efforts to ensure that they are under no obligation, agreement, written or verbal, nor have they previously worked or been otherwise in any position which will cause any conflict of interest to arise in connection with the services to be provided to the Town. This obligation to notify the Town of any potential conflict of interest pertains to both the basic contractual relationship and specific tasks to be performed under this contract.

**Affirmative Action/Equal Employment:** The Town of Summerville is an Affirmative Action/Equal Employment Opportunity Employer. Further, the Town of Summerville and the Contractor warrants that in the performance of this project, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex or physical disability, including, but not limited to blindness, unless it is shown to be that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States and the State of South Carolina.

**Equal Employment Opportunity:** The Town of Summerville does not discriminate in administering any of its programs and activities. The consultant awarded the contract for work will be required to ensure that no person shall be denied employment, fair treatment or be discriminated against on the basis of race, sex, religion, age, national origin, or handicap.



**Contracting:** Any contract developed for work shall be construed and enforced in accordance with the laws of the State of South Carolina

**Insurance:** The Contractor, at its expense, will provide, carry and maintain throughout the term of this Agreement, adequate insurance as requested by the Town that will protect the Contractor, the Town of Summerville its officers, officials, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this Agreement by the Contractor or anyone directly or indirectly employed by them. Policies shall be so written that the Town of Summerville will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Contractor's operations are covered, and stating the coverage with the Town included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the Town of Summerville before the term of the contract commences.

The Contractor shall provide the Town with certification by a properly qualified representative of the insurer that the Contractor's insurance complies with this section.

All of the insurance policies required shall have the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports", which must be A-, VII or above. This obligation applies to coverage written on an occurrence as well as a "claims-made" basis.

The Insurance Certificate must state whether coverage is written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the Town is an "additional insured" for General Liability and Umbrella policies, and any other coverage as the Town may require for specific projects. Such insurance must be issued by insurance companies licensed to write such insurance in the State of South Carolina.

The Town, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **A. Worker's Compensation and Employer's Liability**

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of South Carolina. Should a Contractor be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the Contractor must provide evidence of this coverage. Should a Contractor be exempt from the Worker's Compensation Laws of the State of South Carolina, or any other State or Federal requirements, evidence of such exemption must be provided to the City and a "Hold-Harmless" agreement provided in language satisfactory to the City holding it harmless in the event of any claim for injury or damages. Contractors based out-of-state must provide evidence that their Worker's Compensation policy will cover injuries/illnesses sustained while working in the State of South Carolina.

The Contractor is responsible for ensuring that all of its subcontractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

- Each Bodily Injury \$500,000
- Disease - Each Employee - Bodily Injury \$500,000
- Disease - Policy Limit - Bodily Injury \$500,000

#### **B. General Liability**

## **Occurrence Policy Guidelines**

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.)

- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal & Adv Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (any one fire) \$1,000,000
- Medical Expense (any one person) \$ 10,000

The Town requires that these aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever claims reduce the General Aggregate below \$2,000,000. If the aggregate limits include defense costs the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the City with current certificates throughout the contract period keeping the required limits in full force and effect. The City of North Augusta reserves the right to modify or change the requirements at any time if it is in the best interest of the City to do so.

## **Claims-Made Coverage Guidelines**

General Liability - Written under commercial or comprehensive form including the following:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors,
- Broad Form Property Damage and Personal Injury

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The City requires prompt and immediate notice of the following:

- Erosion of any aggregate limits.
- Advance of any retroactive dates.
- Cancellation or non-renewal. Prior 30-day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Summerville is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

Liability Limits: Same as those under Section B "Occurrence Policy Guidelines".