

**AGREEMENT WITH BELLECCI & ASSOCIATES, INC.
FOR PROFESSIONAL CONSULTANT SERVICES
FOR
HILLSDALE CALTRAIN STATION BICYCLE ACCESS GAP CLOSURE PROJECT**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **BELLECCI & ASSOCIATES, INC.**, an S-Corp, ("CONSULTANT"), whose address is 2290 Diamond Blvd. Suite 100, Concord CA 94520.

RECITALS:

- A. CITY desires certain professional design services hereinafter described.
- B. CITY desires to engage CONSULTANT to provide these professional design services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

CONSULTANT agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT's work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on September 8, 2022 and be completed on or about June 30, 2023.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee in an amount of \$153,000, pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY's payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONSULTANT's performance of this Agreement, except those claims arising out of CITY's sole negligence or willful misconduct. CONSULTANT agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

SECTION 12 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NON-ASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

**SECTION 14 - RELIANCE UPON PROFESSIONAL
SKILL OF CONSULTANT**

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in accordance with the care, skill, and diligence ordinarily exercised by professionals providing similar services under similar circumstances to that of CONSULTANT under this Agreement, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 17 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 18 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 19 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 20 - LITIGATION

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

SECTION 21 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:

Sue-Ellen Atkinson
City of San Mateo
330 W. 20th Ave.
San Mateo CA 94403

To CONSULTANT: Bellecci and Associates, Inc.
Attn: Daniel Leary
2290 Diamond Blvd. Suite 100
Concord CA 94520

**SECTION 22 - AGREEMENT CONTAINS ALL
UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 23 - AUTHORITY TO ENTER INTO 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 to bind each respective party.

SECTION 24 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and BELLECCI & ASSOCIATES, INC. have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

Azalea Mitch
Public Works Director

Date

Daniel Leary Its Authorized Agent Vice President	Date
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If a Corporation, can be either
1) President or 2) Vice President
plus an additional corporate
officer (i.e., Secretary,
Treasurer) who shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE
OFFICER
(if necessary per the above)

Mazarin Vakharia	Date
Assistant City Attorney	

Anoop Reddy Admal	Date
Treasurer	

Attachments:

Exhibit A: Scope of Services
Exhibit B: Fee Rates
Exhibit C: Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

The Hillsdale Caltrain Station Bicycle Access Gap Closure Project (“PROJECT”) will include design of the Class IV facility proposed in the 2020 Bicycle Master Plan on 28th Avenue between Edison Street and El Camino Real, and multimodal connectivity across El Camino Real to provide a path of travel for bicyclists and pedestrians. Bellecci & Associates, Inc. (“CONSULTANT”) will provide civil engineering and planning services to the City of San Mateo for the design of this PROJECT.

1. Project Management and Meetings

- 1.1. City Kick-off Meeting** - The project's goals will be identified as part of our preliminary design efforts and discussions with Key Stakeholders at the Hillsdale Caltrain Station Bicycle Access Gap Closure Project Kick-Off Meeting. It is recommended that the kick-off meeting includes staff from various City departments: Maintenance, Public Works, Engineering, Finance, and Planning. CONSULTANT will identify the City’s primary goals and objective. CONSULTANT will coordinate with the City to establish the overall Mission of the Project and research options to be considered. Fehr & Peers will present our scope of work for community outreach and engagement and seek input from City staff to inform this approach. We will also provide our approach for alternatives development and evaluation, and 30% design effort. At this meeting or as a follow-up to that discussion, Fehr & Peers will request input from the city to determine key stakeholders and other agency or stakeholder groups that should be integrated into our community outreach and engagement plan.
- 1.2. Communication with City Staff** – Project elements such as design alternatives, schedule, project costs, budget, and meetings will be communicated to the City through standing meetings.
 - PDT Meeting Every Two Weeks – City PM & Bellecci PM on Teams
 - Page-Turn Review Meeting for each submittal

CONSULTANT will be responsible for managing both the technical and non-technical, organization related administrative work to deliver a bicycle gap closure project to the City. The key project management tasks that will be implemented by CONSULTANT include updating the project schedule; monitoring and updating the project budget, and scheduling coordination meetings. The project schedule will be created in MS Project. CONSULTANT will provide cost reports with invoices that highlight the approved budget, budget remaining, and amount spent for the invoicing period, and an estimate of the percent complete And monthly project updates.

- 1.3. Quality Analysis/Quality Control (QA/QC)** – The Peer Reviewer assigned to the Caltrans Station Bicycle Access Gap Closure Project will be checking the following items:
- Addressing overall project goals with the design
 - Bicycle and pedestrian interfaces
 - Constructability Issues such as Street lights vs. Utilities vs. potholing data.
 - Bid Form, Measurement and Payment clauses
 - Pedestrian and Bicycle crossings and path of travel during construction
 - Grading Plan – Elevations & Slopes to meet the Caltrans RSP A88A plan.
 - Specifications Checklist – Min. compressive strength of concrete mix design, asphalt paving specifications, compaction requirements, revocable bid items for contaminated soils, and testing.

2. Community Outreach & Engagement

2.1 Outreach & Engagement Plan – Following the kick-off meeting and subsequent email or phone correspondence with City staff, we will document our proposed outreach and engagement plan and send to City staff for review. Based on City comments or requests for clarification, we will revise the outreach and engagement plan and submit a final version for City staff.

2.2 Stakeholder Interviews/Workshops and Field Walk – We will meet with key stakeholders to discuss the project, specifically the objective, priorities, challenges, and opportunities. This will include an optional field walk with key stakeholders (with city staff), to visit the site and review potential opportunities and constraints. We will solicit additional feedback from the stakeholder group and city staff while in the field, and seek to educate the group about potential considerations to be taken into account as we develop potential concepts for the project. A total of four hours of stakeholder meetings (including the workshop and field walk) is included in this task.

2.3 Community Meetings/Workshops – We will prepare for and present to the community in person or virtually at up to two instances. For the basis of our fee estimate, we assume the following community meeting topics:

- Presenting draft concept plan and ideas, seeking input about additional considerations.
- Presenting the preferred alternative to the community for feedback and support as we initiate the Final Design phase

We will use exhibits and collateral developed as part of Task 3 below for these meetings, and provide some additional content based on discussions with city staff and stakeholders to make best use of these community meetings. A total of 30 hours for Fehr & Peers staff is included for preparation for these meetings, attendance/presentation at these meetings, and some follow-up with city staff to confirm next steps after each event.

2.4 Website Updates & Coordination – We anticipate providing city staff with the content from the stakeholder meetings, community meetings, and our conceptual design efforts (Task 3) to be included on a project website hosted by and maintained by the city.

2.5 Commission Meetings – We have included participation at up to two commission meetings as part of this task.

3. Concept Development and 30% Design

Fehr & Peers will lead the development of alternatives, evaluating potential alternatives, and developing a conceptual design for the selected alternative with support from Bellecci.

3.1 Field Visit – Fehr & Peers will visit the project site and review existing conditions, including a qualitative assessment of multimodal operations, access, and circulation.

3.2 Data Review – Fehr & Peers will develop a list of potential data that would inform our work and transmit to Bellecci and the City to determine the data available for this effort. We will review the data provided and other data readily available from other sources.

3.3 Develop & Evaluate Alternatives – Fehr & Peers will develop potential alternatives using the results of our field review, data review, stakeholder engagement, meetings with city staff, and industry best practices about bikeway design and implementation. We will review readily available traffic count data to understand demand for particular movements and explore intersection phasing options to facilitate improved bicycle and pedestrian crossings across El Camino Real. We will prepare exhibits showing opportunities and constraints, corridor-level concepts and representative cross-sections, and relevant imagery to explain trade-offs and opportunities. We will develop up to three concepts in response to discussions with City staff and key stakeholders.

3.4 Concept Design – Once a preferred alternative has been selected, we will prepare concept design plans (30% design level) and a construction estimate. We will use readily-available aerial imagery as a base map for our concept plans unless a more detailed topographic base map is made available for use for this task. We will develop a concept-level cost estimate using readily available cost information including Caltrans cost database or other projects in San Mateo or other jurisdictions in the bay area.

4. Topographic Survey and Base Mapping

The field surveying will be performed after the preliminary design phase and will be focused on topographic survey for at key conforms. Examples of items to be surveyed at the select conforms include curb returns, signal poles, utility boxes, drainage manholes, streetlights, asphalt, curb, flow line and lip of gutter, driveways, back of walk, retaining curbs, fire hydrants, sewer manholes within curb returns, drainage manholes, inlets, rim and inverts and others to be determined by the engineer and surveyors prior to the field work.

CONSULTANT will collect available mapping, and to perform a professional land survey of the project site with a union survey crew. We will implement the following methods for Project

Mapping:

- Send letters to Utility Companies (PG&E, AT&T, Astound, Crown castle, Comcast, SFPUC, Caltrans, etc.) to get each agency mapping.
- Review City GIS Mapping
- Perform Field Topographic Surveying
- Back check the above items against utility mapping obtained from City and Utility Companies.

This project does not anticipate any right of way acquisition, the right of way will be shown approximately based on record maps, APN maps and other record maps which we will obtain from our land survey departments.

CONSULTANT will prepare utility letters. CONSULTANT will notify the owners of the known utilities in the project area to obtain copies of their utility base maps for use in developing the base plans. The approximate locations of the utilities from the information provided by the utility companies will be added to the base map.

CONSULTANT will visually inspect the Caltrans Station Bicycle Access Gap Closure site to assess possible constraints or issues to be addressed during design including existing physical constraints at the project site, limits of work and possible conform issues to be addressed during the design. CONSULTANT team will conduct a field review of the project area to collect information for project design and to review traffic circulation, including pedestrians, transit, trucks, and bicycles.

Deliverable: Topographic Survey and Base Map

- 5. Preliminary Environmental Study** - Environmental consultant, David J. Powers and Associates, Inc. (DJPA) will support the City in preparing the appropriate environmental document under the California Environmental Quality Act (CEQA) for the Hillsdale Caltrain Station Bicycle Access Gap Closure Project. This task includes developing a draft environmental document, assisting in circulating the document for public review, and finalizing the documents for filing per public comments and internal City feedback

Deliverables: Preliminary Plans and Cost Estimate: PDF copies of Plans and Cost Estimates

6. Utility Coordination

Identify existing utilities from record drawings in conflict with the PROJECT by comparing "CAD BASE MAPPING" with existing utilities, and with the PROJECT layout in CAD. Prepare letters to utility companies for relocation of utility boxes and submit a PG&E application on behalf of the City. Send notification letters to utility companies regarding adjustments to utility boxes during construction.

Deliverables: Utility NTO letter, Caltrans Utility matrix and PG&E Application

7. 65% Plans, Specifications, and Cost Estimates

CONSULTANT design team will further develop the concept design plans and documents for the 65% Submittal CONSULTANT will include in their proposal the proposed sheets that will be included as part of the 65% design.

- 65% Specifications (Technical Specs Outline): Specifications will be written in the format of the City's standard contract book and Caltrans Standard Plans and Specifications, dated 2018 (where applicable). The City will provide a front- end boiler plate.
- 65% Cost Estimate: Construction estimate will be in a format which is best suited for presenting the overall project budget. During the 100% submittal the cost estimate line items will be converted to the appropriate bid form items.

CONSULTANT design team will provide the 65% PS&E to the City for review and schedule a meeting to review the documents. Following comments from the City, CONSULTANT design team will move forward with 100% PS&E

8. 100% Plans, Specifications, and Cost Estimates

A Final (100%) bid set will be prepared by the CONSULTANT design team and include technical specifications, a bid item sheet, and estimate of construction cost, along with final plans that include the sheets previously described. The final engineer's estimate will also include a line-item bid schedule formatted to include in the bid package (to be filled in by each bidder). CONSULTANT will support the City in the preparation of the boilerplate specifications with surveying specifications and working days. The team will provide the City with stamped and signed original plans and specifications for reproducing and bidding. Final plans, bid schedule and specifications shall also be provided electronically, along with one stamped and signed original of the documents including a signed and stamped full size and half size plan set.

9. Caltrans Encroachment Permit

CONSULTANT will submit to Caltrans 100% Permit Plans along with various forms required for the encroachment permit. These include ADA Certifications, Storm Water Data Report – Short Form, Plans, Cost Estimates, and Maintenance Agreement between City of San Mateo and Caltrans.

EXHIBIT B

FEE RATES



City of San Mateo, CA

Proposal for: Professional Design Engineering Services for HillsdaleStation Bike Access Gap Closure Project

07/18/2022

Tasks																Mark Ups	ODCs	Total
Task #	Task Description	Prin	Sen Proj Mnger	Prof. Eng I	Proj. Eng (DE III)	Design Eng	Assist Eng	Eng Intern	Survey Tech	Land Surv	Union Survey Crew	Total Hours	Total Labor Costs	Fehr and Peers (Traffic Engineer)	David J Powers (Environmental)	7% Sub Mark Up	Other Direct Costs	Total Fee
		\$270.00	\$228.00	\$190.00	\$180.00	\$168.00	\$150.00	\$95.00	\$170.00	\$228.00	\$312.00			LS Fee	LS Fee			
1	Project Management & Meetings	3	20	12								35	\$7,650			\$0		\$7,650
2	Data Collection and Research																	
2.1	Field Review		4									4	\$912			\$0		\$912
2.2	Preliminary Environmental Checklist											0	\$0		\$2,606	\$182		\$2,788
3	Preliminary Design (30%)																	
3.1	Develop, Evaluate Alternatives & 30% Plans & Estimate		0	0	0		0					0	\$0	\$20,000		\$1,400		\$21,400
3.2	Community Meetings & Commission Meetings											0	\$0	\$14,000		\$980		\$14,980
4	Base Mapping																	
4.1	Topographic Survey		1				16.00			2	12	31	\$6,828			\$0		\$6,828
4.2	Utility Mapping		1	4			24.0					29	\$4,588			\$0		\$4,588
5	Agency Coordination																	
5.1	Caltrans Encroachment Permit		2	12			28					42	\$6,936			\$0		\$6,936
5.2	Utility Coordination			3			9					12	\$1,920			\$0		\$1,920
6	Plans & Specifications																	
6.1	65% Plans, Specifications, and Cost Estimates	2	18	36		60	80	24				220	\$35,844	\$15,000		\$1,050		\$51,894
6.2	100% Plans, Specifications, and Cost Estimates	4	21.0	34	0	37	40					136	\$24,544	\$8,000		\$560		\$33,104
Basic Service Subtotal		9	295	101	0	97	197	24	0	2	12	509	\$89,222	\$57,000	\$2,606	\$4,172	\$0	\$153,000

- Notes:
- 1

Distribution of Hours may vary during the performance of the services
- 2

Review to previous spreadsheet for optional services, not needed

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

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.

Other Insurance Provisions

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

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements re