

**AGREEMENT WITH AECOM TECHNICAL SERVICES, INC.
FOR PROFESSIONAL CONSULTANT SERVICES
FOR
ON-CALL TRANSPORTATION ANALYSIS REPORT PREPARATION**

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 **AECOM TECHNICAL SERVICES, INC.**, a California Corporation ("CONSULTANT"), whose address is One Galleria Tower, 13355 Noel Road Suite 400, Dallas TX 75240.

RECITALS:

A. CITY desires certain on-call transportation analysis report preparation services hereinafter described.

B. CITY desires to engage CONSULTANT to provide these 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.

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 20, 2022 and be completed on June 30, 2024.

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 not to exceed \$250,000, 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 a manner consistent with that level of care and skill ordinarily exercised by members of the same professions currently practicing in the same locality under similar conditions, 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, 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: AECOM
Attn: Swathi Korpu
4 N. 2nd St. Suite 675
San Jose CA 95113

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 AECOM have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

Azalea Mitch
Public Works Director

Scott Kelsey
Its Authorized Agent
Associate Vice President

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

Mazarin Vakharia
Assistant City Attorney

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

TRAFFIC IMPACT ANALYSIS (TIA) PREPARATION

TASK 1 – PROJECT INITIATION

As soon as AECOM is given a notice to proceed with the analysis, a kick-off meeting with City staff will be arranged to obtain the project details and discuss the scope of work details. The scope of work, approach, guidelines to use and methodologies will be agreed and finalized at that time.

TASK 2 – DATA COLLECTION

AECOM will identify the study intersections that are most likely to experience project impacts during the morning peak period (7:00 AM to 9:00 AM) and evening peak period (4:00 PM to 6:00 PM). A preliminary list of intersections to be analyzed will be discussed during the kick-off meeting and will be submitted to City for approval.

AECOM will use the most recent traffic count data (less than two years) if available from the City. Otherwise, new traffic count data will be collected through a 3rd party vendor agreed by City staff. The new data collection will also include bike/pedestrian counts.

Field observations will be made to review the existing intersection operations including queue spillbacks, signal phasing and timings, lane geometries and other factors that affect the analysis.

The analysis will also include the project driveways to determine how the project trips will affect the operations of the driveways.

TASK 3 – TRIP GENERATION AND DISTRIBUTION/ASSIGNMENT

TRIP GENERATION: AECOM will estimate the number of trips to be generated by both the proposed development and the existing buildings based on rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition for weekday AM and PM peak periods. The net difference between the existing uses and the proposed uses will be used to determine the effect of the proposed development on the study intersections. In addition, adjustments for pass-by trips, effective TDM programs and transit will be made based on the City Plans and Guidelines if applicable.

TRIP DISTRIBUTION AND ASSIGNMENT: The trip distribution will be determined from the traffic count data and historical knowledge of traffic characteristics of this part of the City of San Mateo. Trip distribution percentages on an area map with transportation facilities and the project site will be provided for City's review and approval.

TASK 4 – TRAFFIC IMPACT ANALYSIS

INTERSECTION ANALYSIS

AECOM will calculate the Intersection Level of Service (LOS) for the study intersections for each of the development alternatives. The software to be used will be determined based on the project characteristics and requirements of the City. The intersection LOS will be determined using HCM methodology for the following scenarios typically:

1. Existing Conditions;
2. Existing + Project Conditions;
3. Background Conditions;
4. Background Conditions + Project Conditions;
5. Cumulative Conditions; and

6. Cumulative Conditions + Project Conditions.

Existing traffic conditions will be evaluated based on existing traffic volumes at the study intersections. Field observation data will be used to confirm the accuracy of the Existing conditions results. Project trips will be added to Existing volumes to evaluate the Existing plus Project conditions.

Background Conditions include any approved developments in the area that affect the study intersections. It is assumed that information on approved but un-constructed, and reasonably foreseeable projects will be provided by the City, so that the Background Conditions can be set up in the analysis software. Project trips will be added to Background volumes to evaluate the Background plus Project conditions.

Cumulative Conditions include any projects currently under constructions, approved but not constructed developments, projects currently under environmental review or being proposed, reasonably foreseeable future projects and area-wide traffic growth in the area that affect the study intersections. 2030 forecasts from the San Mateo travel demand model will be used to set up the operating conditions at the study intersections under cumulative conditions. Volumes will be interpolated for study intersections not included in the model. AECOM will determine whether the proposed project is included in the existing 2030 forecasts. If not, the forecasts will be adjusted to include the proposed project.

The effect of project trips on critical movement and overall delay for study intersections will be documented. Impacts to the intersections will be evaluated using LOS D and LOS E thresholds for City and CMP intersections respectively.

Vehicle Queuing

AECOM will also perform a queuing analysis, the adequacy of existing/planned storage at turn pockets will be assessed by means of comparison with expected maximum vehicle queues.

SITE ACCESS, CIRCULATION, AND PARKING

As part of this analysis AECOM will review site access and circulation to determine if there is any impact on surrounding local streets. AECOM will also evaluate driveway operations, their proposed locations and designed throat lengths in accordance to City requirements. In addition, the impacts of the proposed access and parking circulation on pedestrians and cyclists within the project site will also be evaluated with improvements or modifications recommended.

Parking supply and demand for both automobiles and bicycles, where applicable, will also be evaluated based on the City's parking guidelines to determine if there could be impacts on the surrounding local streets onsite parking.

The existing transit system will be reviewed and evaluated to determine its effectiveness in serving the proposed project. A written and graphical description of the existing and planned transit services located near the project will be developed. The description will include the following:

- Transit route description and map;
- Transit station/stop locations;
- Site access to major regional transit; and,
- Quantitative analysis for transit delay.

PEDESTRIAN/BICYCLE

AECOM will identify the most desirable pedestrian route between any shuttle stop and the project site and evaluate if the route is efficient. Similarly, pedestrian linkage between the parking areas and project site will be evaluated to determine if they provide good connectivity. Recommendations for improvements or modifications to existing / proposed facilities will be discussed and presented in the report.

AECOM will provide a qualitative evaluation of the existing bicycle facilities to determine if they will be adequate in serving the needs of this project

TASK 5 – DEVELOP MITIGATION/IMPROVEMENT MEASURES

AECOM will identify project-generated impacts to the traffic network, transit facilities, pedestrian and bicycle facilities, storage length, site access and circulation according to the City's guidelines. Mitigation measures including TDM, if necessary, will be proposed to improve operations where significant project-related impacts have been identified. Improvement measures may also be proposed where non-significant impacts have been identified. The proposed mitigations measures/improvements will be discussed with City staff prior to inclusion in the Draft TIA Report.

Additionally, AECOM will discuss the possible effects of the mitigation measures on other modes of transportation if the measures involve roadway or intersection modifications or changes to signal operations.

Mitigation measures/modification of site circulation and access driveways if necessary, will be identified and recommended in accordance to traffic engineering standard practice as well City standards for parking and access design.

TASK 6 – PREPARE TRAFFIC IMPACT ANALYSIS

AECOM will prepare a Draft TIA Report that will document the data collection, figures, and analysis effort described in the above tasks. Based on one consolidated set of comments received from the City of San Mateo and other pertinent agencies on the Draft TIA report, a Draft Final TIA report will be prepared and submitted to the City. Upon completion of revisions suggested by the City, AECOM will submit the Final TIA Report.

Senate Bill (SB) 743

By mid-2020, VMT reduction guidelines per SB 743 have to be complied for all the TIAs. The City's then planned and implemented transportation analysis policy update to comply with SB 743, will be used to calculate VMT per-capita for developments.

TASK 7 – MEETINGS AND COORDINATION

AECOM will attend up to two meetings with the City advisory boards in their proposals and also up to five meetings with the City including the kick-off meeting.

TASK 8 – QUALITY ASSURANCE AND QUALITY CONTROL

AECOM will provide quality control review of all products and both draft and final reports and plans prior to submittal to the City. Quality control and assurance (QA&QC) will be based on the standard quality control procedures implemented by AECOM on all projects.

SCHEDULE

AECOM will provide the above services in compliance with the typical schedule provided below. The exact schedule of each project will be agreed with the City at the kick-off meeting. The schedule is based on the assumption that traffic data and the review deliverables will be provided in a timely manner and in accordance with the proposed schedule.

Task	Timeline
Draft TIA Report (including Data Collection)	6 Weeks from NTP*
City Review of Draft TIA Report	3 Weeks
Address Comments	2 Weeks
Draft Final TIA – City and other relevant agencies review	3 Weeks

Task	Timeline
Address final comments from City and other relevant agencies and submit Final Report	1 Week

*Time commenced after comments from all stakeholders (City of San Mateo, Caltrans and any other agencies) on the scope have been satisfactorily addressed and the scope finalized; as part of the TIA notification process.

TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN PREPARATION

TASK 1 – SITE ASSESSMENT

Including field visit, desk assessment (using existing online trip-planning tools) and review of transportation options in the area, the AECOM team will provide a detailed summary of the development's site context and transportation availability. This activity will lead into reconciling a realistic assessment of "what is" and "what can be", in order to manage travel demand and improve quality of life for area residents and workers. The AECOM team will also meet with key stakeholders as identified by the City and the development team to present our findings from Task 1 and include their input on outstanding items such as local subcultures or transportation short cuts that may not be apparent without the insights of individuals who live, work or play in this specific location.

Task 1.1 – O&D mapping

Using existing census data or available commuter surveys that have been conducted, the AECOM team will provide a map of where workers and residents are traveling to and from. This exercise provides a foundation for the consideration of which travel modes and TDM measures will be most effective within the project context.

Task 1.2 – Commuter survey (optional task)

If the City desires and if the project is sensitive to the community, an online commuter survey is an appropriate mechanism to measure the travel behavior of the individual respondents (residents, worker) who are engaged with the project. Survey questions include travel purpose, origin, destination, travel mode, awareness of available travel options, motivation for choosing one travel mode and not another, etc. This information can provide a cost-efficient outreach mechanism for manageable inputs and a direct read on the community's relationship to its transportation.

Task 1 Deliverables:

- Meeting with City and key stakeholders
- Technical memorandum summarizing site assessment findings

TASK 2 – TRANSPORTATION DEMAND MANAGEMENT TOOLS

The AECOM team has extensive experience in identifying and implementing the right tools for a given development or land use. Based on our deep understanding of what works in TDM, the team will provide an inventory of "best fits" for the project. This deliverable will likely take the form of a matrix or fact sheets on "recommended" and "required" program elements, including implementation next steps and predicted effectiveness in reducing trips.

Task 2 Deliverable:

- Inventory of "recommended" and "required" TDM program elements suited for the project site

TASK 3 – DRAFT AND FINAL REPORT

Summarizing Task 1 and 2 and taking their findings to the next step, the Final Report will provide a comprehensive TDM Action Plan for the development.

First, the AECOM team will create a draft report and then conduct a meeting with the City and key stakeholders to refine the recommendations and make sure that the "recommended" vs. "required" program elements are optimized. Based on the feedback received in written form and at the draft report presentation meeting, AECOM will submit a final revised report with program elements agreed by the City and key project stakeholders.

The Final Report will provide a straightforward and implementable Plan for the site.

Deliverables:

- Draft Report
- Meeting with client and key stakeholders
- Final Report

ASSUMPTIONS

- The City will provide a list of less than 10 key stakeholders.
- The City and key stakeholders will be available for the two (2) in-person meetings at a mutually-agreed-upon location.
- Comments on deliverables will be non-conflicting and provided in a unified and legible format. Any disagreements will be flagged and can be resolved during the two (2) project meetings.
- Recommended program elements will not be controversial or require significant mediation with the City and key stakeholders.
- The City and the AECOM team will agree upon the project schedule before work begins.

ON-CALL SERVICES

Provide, on task order basis, transportation engineering and planning services to the City, including but not limited to, parking demand studies, traffic operations analyses, and parking occupancy studies.

EXHIBIT B

FEE RATES

AECOM/URS 2022 RATE SCHEDULE

The services under this Agreement will be compensated in accordance with the following consultant rate schedule and adjusted annually

Name/Position/Title	Fully-Burdened Hourly Rates**
Principal Professional/Project Director	\$296 - \$429
Senior Project Manager	\$236 - \$374
Project Manager	\$213 - \$305
Lead Project Professional/Engineer	\$223 - \$412
Senior Project Professional/Engineer	\$170 - \$247
Sr. Designer/Lab, Field, or CADD Supervisor	\$149 - \$196
Sr. Technician*	\$131 - \$196
Sr. CADD Technician/Sr. Illustrator/Designer*	\$131 - \$191
Project Professional/Engineer	\$131 - \$224
Project Administrator/Controller	\$121 - \$191
Staff Professional/Engineer	\$109 - \$138
Junior Professional/Engineer	\$65 - \$112
Word Processor/Project Assistant/Editor*	\$73 - \$153
Technician*	\$65 - \$165
CADD Technician/Illustrator*	\$73 - \$135
Clerk/Administrator/Intern*	\$38 - \$122

* Overtime premium charged at cost where required by law for non-exempt employees

** Bill rates are computed as actual pay rate at time of service plus current FAR multiplier plus 10% fee (raw labor + 130.70% for FY 2020 plus 10% fee = 253.77%)

** Salaries are adjusted each October 1, but individual merit or promotional increases may occur at any time.

Reimbursable Items to be Billed	
Subcontracted Services	Cost plus 5%
In-house printing (per page)	Color \$1.00, B/W \$.10, no markup
Vehicles	\$90/day, \$45/½ day, no markup
Personal vehicles (mileage)	Current IRS rate, no markup
Other miscellaneous Expenses	At cost

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

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.