

**AGREEMENT WITH FEHR & PEERS
FOR PROFESSIONAL CONSULTANT SERVICES
FOR
COMPLETE STREETS NORTH CENTRAL PLAN**

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 **FEHR & PEERS** a California S Corporation ("CONSULTANT"), whose address is 100 Pringle Avenue, Suite 600, Walnut Creek CA 94596.

RECITALS:

- A. CITY desires certain professional consultant services hereinafter described.
- B. CITY desires to engage CONSULTANT to provide these professional consultant 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 May 1, 2023 and be completed on or about June 30, 2024.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered, and CONSULTANT shall submit invoices to CITY on a monthly basis describing in reasonable and understandable detail the services rendered, fee charged, and expenses incurred by CONSULTANT during the previous month. CONSULTANT's monthly invoices shall be paid within thirty (30) days after their receipt by CITY. 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 \$190,163, 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 ("Work Product"), 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. Third-party content that may be used or incorporated in the Work Product shall not become the property of CITY. CONSULTANT shall secure all licenses necessary to any third-party content incorporated into CONSULTANT's Work Product for CITY to utilize CONSULTANT's services and the Work Product for their intended purposes.

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

Indemnity for Design Professional Services. 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 negligence, recklessness or willful misconduct in the performance of its design professional services under this Agreement. To the maximum extent permitted by law and Civil Code section 2782.8, CONSULTANT agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims.

Indemnity for Activities Other Than Design Professional Services. 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 non-design professional services under this Agreement, except for 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. The CONSULTANT'S duty to indemnify shall survive expiration or early termination of this Agreement.

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 skill, care, and diligence ordinarily exercised by consultants 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 94033

To CONSULTANT: Fehr & Peers
ATTN: Erin Ferguson
345 California Street, Suite 450
San Francisco CA 94104

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 FEHR & PEERS have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

Azalea Mitch
Public Works Director

Date

Chris Mitchell Its Authorized Agent President & CEO	Date
---	------

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	Date
Assistant City Attorney	

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

Task 1. Project Management

In addition to the project kick-off meeting, Fehr & Peers and Winter Consulting will attend biweekly team meetings with City staff to facilitate project management and active communication on the project. We will prepare agendas and meeting summaries to document outcomes. At the beginning of the project, we will meet once with the Sustainability and Infrastructure Commission and once with the City Council to review the scope and schedule.

Task 1 Deliverables

- Meeting agenda and summaries for the kick-off and biweekly virtual meetings
- Up to two (2) meetings with City Council and/or the Sustainability and Infrastructure Commission, including one presentation summarizing the project purpose, scope, and engagement plan

Task 2. Lived Experience Group

Key to this overall strategy is the involvement of active Community Based Organizations (CBOs) that are based and/or serve the North Central community. A select number of CBOs will be invited to participate in a series of up to three focus groups to learn about the project and planning processes, provide input on current challenges and potential opportunities, and plan up to two (2) engagement activities each with their respective organizations and communities, which could include pop-up tabling workshops or focus groups depending on the engagement needs and preferences of the group. Staff will ensure that events respond to the equity and accessibility requirements of certain groups, including, but not limited to the provision of childcare, food and refreshments, and interpretation services. Winter Consulting will utilize the Task 3.1a stakeholder interviews to help identify potential CBOs to participate in the series of focus groups that reflect the diversity of the North Central community. A critical function of this group will also be to provide confirmation after each engagement phase. For example, the public review draft deliverables are anticipated to be taken to the group to confirm that community feedback has been heard and presented accurately.

CBOs may be provided a stipend for their efforts in participating in the focus groups and the planning and coordination of the engagement events. Stipends and the cost of incentives are not included in this scope and fee.

Task 2 Deliverables

- Preparation and facilitation of three focus groups with a cohort of CBO representatives.
- Support in preparation and execution of CBO-planned community engagement events.
- Refreshments, translation services, childcare and incentives for the broader community engagement (to be used across all engagement tasks, as appropriate).
- Short activity reports will be compiled after each engagement activity including main highlights and learnings.

Task 3. Defining North Central Needs and Goal Setting

The first task of this project is focused on actively listening to community members. This will form the foundation of the Plan and further the goal of building trust with community members.

Task 3.1 Community Listening Process

As a first step, Winter Consulting will lead a community listening process to understand both (1) the mobility and access needs of North Central residents, employees, visitors, and students and (2) what a successful plan would look like from their perspective. The listening sessions will focus on understanding community members' experiences and needs related to transportation, circulation, and access.

Task 3.1a Stakeholder Interviews

Winter Consulting will conduct up to ten (10) individual 1-1's interview sessions with a variety of key community stakeholders within North Central including, but not limited to church leaders, small business operators, food delivery companies, school affiliates (e.g. students, school representatives, and elementary/middle and high school district representatives) and seniors. These interviews will help inform the formation of the Lived Experience Group members (see Task 2).

Task 3.1b Focus Groups and Walking Tours

Winter Consulting will support preparation and facilitation six (6) to eight (8) engagement activities in the form of pop-up tabling workshops, walking tours, or focus groups to reach specific communities via key CBOs on the ground such as neighborhood associations, faith organizations, and/or

school sites that are part of the cohort of CBOs in Task 2. Events could entail engagements on different blocks of North Central with emphasis on major streets of interest as identified by the CBOs.

Task 3.1 Deliverables

- Short activity reports will be compiled after each engagement activity including main highlights and learnings.

Task 3.2 Documenting Community Needs and Goals

Based on the information learned in Task 2.1, Fehr & Peers will visually summarize and present the community needs using a variety of data sources – both qualitative (e.g. lived experience of community members) and quantitative (e.g. collision data, traffic volume and speed) to support and lift up the community-identified needs. The purpose of this document is two-fold: (1) to document the existing needs through the community's eyes; and (2) summarize data typically needed by funding agencies to justify funding for the key projects coming out of later phases of the plan. We have assumed some new data collection will be needed and will define with City staff and the LEG how best to spend these funds, which would be equivalent to 25 staff hours or \$4,000 in direct costs to collect, for example, parking utilization data, speed via tube counters, and/or ADT via tube counters. The document will summarize ideas for the Plan's goals and how community members will define success with this Plan, as learned through Task 2 and 3.1. This document is intended to be a 10-15 page text-light summary document in InDesign relying on infographics and photos and to convey key findings.

Task 3.2 Deliverables

- Up to 25 staff hours OR \$4,000 in direct costs to collect data, such as parking utilization or speed/ADT tube counts as needed to support the analysis

- Draft document in Word
- Draft InDesign document, inclusive of graphics and incorporating the consolidated set of comments received on the draft Word document.
- Finalized InDesign document in PDF based on two rounds of consolidated comments – one from City staff and one from the public
- Up to two meetings with City Council and/or the Sustainability and Infrastructure Commission, including one presentation summarizing the community engagement findings and needs document

Task 3.3 Door-to-Door Canvassing

The Winter Consulting team will conduct door-to-door canvassing along the likely high priority corridors in North Central, which may include North Humboldt Street, North Delaware Street, and San Mateo Drive to ask survey questions to local residents regarding their mobility needs. LEG members may also participate and assist in facilitating community conversations. The door-to-door canvassing will take place in support of Task 5 Prioritization and Priority Project Development activities.

Task 4 Community-Led and Data-Supported Recommendations

After the community has confirmed the Task 3.2 Community Needs and Goals document, Fehr & Peers and Winter will work with community members to define what transportation improvements in North Central are critical to improve mobility and access in the next five years.

Task 4.1 Community-Driven Recommendations Workshops

Winter Consulting will lead a community-centered workshoping process to define community-preferred improvements responding to the needs outlined in Task 3.2 as well as the prioritization criteria to be used in Task 5. We will encourage LEG members to facilitate and/or have active roles in the community workshops. Workshops will have the option of being multilingual to be inclusive of the diversity of North Central residents. The City will provide access to multilingual support services for interpretation and translation in support of these workshops. For those unable to join virtually, there will be a digital option.

Winter Consulting will lead up to two (2) community workshops will be conducted to get broad community input and hear the transportation and mobility needs of North Central community members. The workshops will be run as hands-on charrettes with small group exercises to tackle different questions and inputs. Fehr & Peers staff will participate in the workshops to help build capacity, sketch out community member ideas, and help refine ideas so that this process results in implementable, community-preferred solutions.

Task 4.2 Recommendations Development and Mapping

Based on input from community members, Fehr & Peers will further develop the improvement ideas crowdsourced by community members during the engagement process. Fehr & Peers will develop a map and corresponding list of recommended projects, policies, and/or programs based on the input. The list of recommendations is anticipated to be broad from complete streets infrastructure projects to parking programs to education. Each recommendation will include planning-level cost estimates with order of magnitude ranges. Timelines will be examined to determine which projects could be substantially advanced in the next five years from a feasibility perspective. All recommendations will be coordinated with and integrate with related plans and upcoming projects, such as the upcoming Peninsula Avenue project and the TODPAP recommendations.

Task 4 Deliverables

- Short activity reports will be compiled after each engagement activity including main highlights and learnings.
- Up to two meetings with City Council and/or the Sustainability and Infrastructure Commission, including one presentation summarizing Task 4.

Task 5 Prioritization and Priority Project Development

Task 5.1 Prioritization Assessment

Based on the community feedback in Task 4.1 and data assessment, Fehr & Peers will score each project for consistency with the community's priorities. This list will then be sorted and presented to the community for confirmation. The top five projects will be advanced for additional project development.

Task 5.2 Top Five Project Cut Sheets

Fehr & Peers will develop two-page cut-sheets for the top five (5) priority projects to document the purpose, needs, community support, benefits, summary map of the project, and potential funding sources. This will include a planning-level cost estimate, and up to two graphics (e.g. a cross-section and map) to support project development. The purpose of these cut-sheets is to provide summaries to potential funders to advance the priority projects.

Task 5.3 Priority Project Pop-Up Events

Winter Consulting will conduct up to three (3) pop up events will be conducted at key locations within North Central to collect input from a broader range of the residents. These pop up events may be at key intersections of interest with high-foot traffic or at local community events. LEG members may also participate and assist in facilitating community conversations at these events.

Task 5 Deliverables

- Short activity reports will be compiled after each engagement activity including main highlights and learnings.
- Draft and final two-page memorandum summarizing the prioritization criteria and resulting project scoring.
- Draft and final cut sheets (up to 5) for the priority projects in InDesign based on two rounds of consolidated comments – one with City staff and one with public comments.

Task 6 Plan Development

Task 6.1 Environmental Review

Based on the final recommendations, Fehr & Peers will prepare a supporting environmental document. Given the focus of the Plan, we anticipate preparing a Notice of Exception (NOE). The NOE will be documented in a letter or memo format akin to what was prepared for the City's recently adopted 2022 Transit Oriented Development Pedestrian Access Master Plan.

Task 6.1 Deliverable

- Letter documenting NOE

Task 6.2 Plan Documentation

Fehr & Peers will consolidate Tasks 2, 3, 4, and 5 into an approximately 20-page Complete Streets North Central Plan. The Plan will be created in InDesign to make it visually oriented and use simple language for accessibility and rely on visuals, photos, and infographics to relay findings. We have assumed an administrative draft and a public review draft prior to finalization.

Task 6.2 Deliverables

- Draft Word document and sample InDesign layout.
- Administrative draft InDesign document that responds to a consolidated round of City staff comments on the Word document and InDesign layout.
- Public draft InDesign document that responds to City staff comments on the administrative InDesign draft.
- Final InDesign documented responding to a set of consolidated comments on the public review draft.
- Up to two meetings with City Council and/or the Sustainability and Infrastructure Commission, including one presentation summarizing the final plan.

EXHIBIT B

FEE RATES



2022-2023

(July 2022 through June 2023)

Hourly Billing Rates

Classification	Hourly Rate		
Principal	\$240.00	-	\$375.00
Senior Associate	\$205.00	-	\$300.00
Associate	\$175.00	-	\$255.00
Senior Engineer/Planner	\$160.00	-	\$215.00
Engineer/Planner	\$130.00	-	\$175.00
Senior Engineering Technician	\$150.00	-	\$215.00
Senior Project Accountant	\$170.00	-	\$190.00
Senior Project Coordinator	\$130.00	-	\$180.00
Project Coordinator	\$120.00	-	\$170.00
Technician	\$150.00	-	\$170.00
Intern	\$95.00	-	\$140.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (58.5 cents per mile as of Jan 2022).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*



Engagement Advisor/Principal: \$240 - 280

Associate Director: \$125 - 150

Engagement Manager: \$88 - 135

Deputy Engagement Manager: \$80 - 110

Engagement Coordinator: \$75 - 95

Admin: \$75 - 110

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 required by these specifications, at any time.