



**Community Development Department  
One North San Antonio Road  
Los Altos, California 94022-3087**

Date: August 10, 2020

**SUBJECT: Request for Proposal (RFP) – Climate Action Plan Update**

Dear Consultant,

You are invited to submit a proposal for the City of Los Altos Climate Action Plan update. Proposals are due to the City of Los Altos before Tuesday, September 15, 2020, by 4:00 P.M.

**PROJECT REQUIREMENTS**

The City of Los Altos is soliciting proposals from qualified Consultants to provide professional services for development and approval of the City of Los Altos Climate Action Plan Update. The required services and performance conditions are described in the Scope of Work (or Services).

**INSURANCE REQUIREMENTS**

The consultant will be required to maintain insurance coverage for Personal Injury and Worker's Compensation, with the City of Los Altos named as "Additional Insured." The City will also require Professional Errors and Omissions insurance acceptable to the City Attorney. Carefully review the insurance requirements listed in Exhibit 'B' of the enclosed Professional Services Agreement Sample.

**PROPOSALS**

Please submit five (5) hard copies of the proposal incorporating all requirements set forth in this RFP along with a statement of qualifications for undertaking the proposed services. Please define the proposed work and the completion schedule respective to your proposal. An electronic submittal shall also be provided upon submittal on a flash drive or provide a Dropbox or OneDrive link. Submittals shall be sent to:

Emiko Ancheta  
Sustainability Coordinator  
City of Los Altos  
1 North San Antonio Road, Los Altos, CA 94022  
[earcheta@losaltosca.gov](mailto:earcheta@losaltosca.gov) 650-947-2646

**FEE SCHEDULE**

Not to exceed fees should be listed in the Fee Schedule for each task for the project. Payment for work completed will be based on progress to date for each task as described in the Scope of Services. The consultant should include costs for attending meetings, site visits, travel expenses, and all other project related expenses such as delivery services, printing costs, etc. in the fees submitted for each task. The total consultant fees should not exceed \$75,000.

**IMPORTANT DATES**

The proposal will remain open until September 15, 2020. We will begin our evaluation of the proposals shortly thereafter and provide notification shortly thereafter.

*Proposed Tentative Timeline*

RFP Issued	August 10, 2020
Pre Bid Conference <sup>1</sup>	August 24, 2020
Proposal Due	September 15, 2020
Interviews (if necessary)	TBD
Selection and Intent to Award	September 28, 2020
Finalize Scope of Services and Agreement	October 26, 2020
Contract Approval by City Council	TBD
Contract Execution	November 10-December 10, 2020
Kick Off Meeting	TBD

**OTHER INFORMATION**

The City will evaluate each of the consultant’s qualifications and may conduct interviews with the consultants that demonstrate the best qualifications for the proposed services. From this evaluation and possible interviews, the City will select a consultant and negotiate a fee for the services delineated in this RFP. The consultant must be ready to execute a standard Agreement for Consultant Services (draft version is attached) within thirty (30) days of award of the project. The proposal submitted in response to this RFP will be included as part of the Agreement with the selected consultant.

If you need assistance or have questions, please call Emiko Ancheta, Sustainability Coordinator, at (650) 947-2646 or email at [earcheta@losaltosca.gov](mailto:earcheta@losaltosca.gov)

Sincerely,

Emiko Ancheta  
City of Los Altos, Sustainability Coordinator

Enclosures

A-Scope of Services  
B-Professional Services Agreement (Sample)

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<sup>1</sup> Potential applicants should email the City at least 72 hours prior to the pre bid conference to receive the conference call number.

## Enclosure A

**SCOPE OF SERVICES  
FOR  
CLIMATE ACTION PLAN UPDATE  
FOR  
CITY OF LOS ALTOS  
August 10, 2020**

### **Basic Services**

The City of Los Altos is seeking the service of a consultant to submit proposals to conduct an assessment of, and develop an update to the City's Climate Action Plan.

The scope of work for this contract includes the consultant to develop a forward-thinking, relevant plan for the City's Climate Action Plan update. The consultant will develop a plan with achievable and actionable steps that the City can take to reduce greenhouse gas emissions related with climate change and set and achieve the City's goals. The consultant will incorporate SB 379 state requirements that include review and update safety element to address climate adaptation and resiliency strategies; vulnerability assessment; adaptation and resilience goals, policies and objectives; and feasible implementation measures. The consultant shall evaluate existing Los Altos 2013 Climate Action Plan, collect and secure current data and compare data to make analysis and adjustments to suggest refinements and innovative measures to achieve a comprehensive update. The consultant shall present findings and recommendations at public outreach meetings, prepare reports, and provide professional assistance as requested by the City. The successful consultant or consulting team shall be qualified to assist in the preparation and execution of the Climate Action Plan update.

The following task outlines the work to be performed by the selected consultant.

### **Task I Project Management and Meetings**

- 1) Consultant shall provide active and ongoing project management including but not limited to coordination of team members and tasks, preparation of invoices and project updates, general consultation with the City staff and team meetings. Meetings include kickoff meeting, periodic project meetings, and regular phone and email communication.
- 2) Consultants shall also attend meetings and public hearings for the Environmental Commission and the City Council. Consultant shall prepare agendas for all meeting and provide detailed summaries for all meetings.

### **Task II Data Inventory and Forecast**

- 1) Consultant shall conduct a review and update of the City's existing inventories. Consultant shall gather all necessary data and information pertaining to the CAP analysis and update. Consultant shall be responsible for gathering or updating information that does not exist or needs updating.
- 2) Consultant shall use the gathered data to justify the need for revised or additional measures to reduce the City's greenhouse gas emissions.
- 3) Consultant shall forecast GHG emission projections that include state-led efforts consistent with BAAQMD guidelines.

- 4) Consultant shall set new GHG emission reduction targets following the City's baseline GHG inventory and GHG emission forecast.

**Task III Review and Assess Relevant City Plans, Policies, Programs and Codes**

- 1) Consultant shall complete an audit of the City's policy framework to establish understanding of the existing policies and procedures in place to reduce greenhouse gases.
- 2) Consultant shall quantify existing efforts within the City on relevant GHG reduction activities.

**Task IV Develop and Evaluate GHG Reduction Measures**

- 1) Consultant shall identify reduction measures necessary to achieve the City's reduction goals. The consultant shall design and create a list of reduction measure topic areas for assessment by the City.
- 2) Consultant shall quantify and assess reduction measures in order to prioritize the measures.

**Task V Prepare Draft Climate Action Plan Update**

- 1) The consultant shall prepare the administrative CAP update draft to include climate change science, GHG emission inventory, forecast and targets, community resource use in all areas, monitoring standards and assessments and mechanisms for evaluation, and compliance measures.
- 2) The consultant shall prepare the final CAP update to include staff input and comments.
- 3) Attend two public meetings each with Environmental Commission and the City Council to review the draft CAP. A PowerPoint presentation shall be provided for both meetings.

**Task VI Prepare Climate Action Plan Update**

- 1) The consultant will meet with assigned city staff to document how the concerns/comments of the Environmental Commission and the City Council have been addressed.
- 2) Attendance at 3 public meetings for final adoption of the document (1 Environmental Commission 2 city council meetings).
- 3) Certification of the CAP.

**Services Provided by Los Altos**

1. Provide available data information that the City has.
2. Coordinate public outreach posting and meeting notification.

## Enclosure B

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF LOS ALTOS, CALIFORNIA  
AND  
XXXXXX  
FOR  
XXXXXXXX SERVICES FOR XXXXXXXX**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as “**CITY**,” and XXXXXXXX, a xxx, hereinafter referred to as “**CONSULTANT**.”

### **RECITALS**

**WHEREAS**, CITY desires to retain a qualified consulting firm to perform Xxxxxxx and Xxxxxxx to produce a xxxxxxxx; and

**WHEREAS**, CITY has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the CITY; and

**WHEREAS**, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

**WHEREAS**, CITY desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

#### **1. SCOPE OF SERVICES.**

A. **CONSULTANT.** CONSULTANT shall assist the CITY by executing the following scope of services in a satisfactory and proper manner in accordance with requirements provided by the City Manager, or designee. Services will include, but not be limited to, the items noted in CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit A.

B. **CITY.** CITY will provide all xxxxxxxx. (this section if needed)

**2. SCHEDULE.** Services of CONSULTANT are to commence upon the execution of this Agreement and shall continue in full force and effect until it is terminated. It is intended that the termination of this Agreement be contemporaneous with final acceptance of all services described in Exhibit A by the Los Altos City Manager, or designee. CONSULTANT shall meet the completion date as indicated on Exhibit A.

**3. TERM.** The term of this Agreement shall continue in full force and effect for the (example: FY2019/20, FY2021/22 and FY2022/23 years, and can be extended for two additional years for a total of five years.) Changes in Scope of Services and Payment Schedule, Exhibit A, can be amended, as needed, thirty (30) days prior to the expiration

of each fiscal year. If the Agreement is terminated, it is intended that the termination of the Agreement be contemporaneous with final acceptance of all services by CITY.

4. **COMPENSATION.** CONSULTANT will perform the work outlined above and will invoice CITY upon completion of the project. CONSULTANT's total compensation, including reimbursed expenses, for the services set forth for the Contract shall not exceed \$x,xxx as outlined in Exhibit A.

**Suggested sample of COMPENSATION language** \_\_\_\_\_

**Example**

- A. **Compensation.** The compensation shall be paid to CONSULTANT based on the following hourly rates guide:

Consultant	\$xxx/hour
Partner	\$xxx/hour
Xxx process	\$xx,x00 flat fee
Yyy process	\$x,x00

The total contract value shall not to exceed \$xx,x00.

- B. **Method of Payment.** As a condition precedent to any payment to CONSULTANT under this Agreement, CONSULTANT shall submit monthly to the CITY a statement of account which clearly sets forth the designated items of work for which the billing is submitted. Each statement of account shall also include a detailed record of the month's actual reimbursable expenditures.

CITY shall review CONSULTANT's monthly statement and pay CONSULTANT for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements. Payment will be made according to the CITY's standard Payment Schedule and Terms.

**End of Example** \_\_\_\_\_

5. **OWNERSHIP OF WORK.** All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT by this Agreement are CITY's property, for the exclusive use of the CITY, shall be given to CITY at the completion of CONSULTANT services. CITY shall be granted xxx.

CONSULTANT may contract with others to provide xxxx. (if needed)

6. **COMPLIANCE WITH LAW.** CONSULTANT shall comply with all applicable federal, state and local laws, codes, ordinances and regulations, including Cal/OSHA requirements. CONSULTANT represents to CITY that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT shall maintain a City of Los Altos Business License.

7. **STANDARD OF CARE.** CONSULTANT's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
8. **INSURANCE.** CONSULTANT shall procure and maintain for the duration of the contract insurance as described in Exhibit B against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees or subcontractors.
9. **RELATIONSHIP BETWEEN THE PARTIES.** CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the CITY. CONSULTANT shall be solely responsible for all acts of its employees, agents or sub-consultants, including any negligent acts or omissions. CONSULTANT shall have no authority to act on behalf of the CITY or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. As an independent contractor, CONSULTANT shall not be entitled to any benefit, right or compensation from the CITY other than those provided for in this Agreement.
10. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT shall defend (with counsel reasonably approved by CITY), indemnify and hold CITY, the City Council, members of the City Council, its employees, representatives, agents and volunteers harmless from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONSULTANT or CONSULTANT'S officers, assistants, subcontractors, employees or agents in connection with the performance of CONSULTANT's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, (Design Professionals) the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CITY, the City Council, members of the City Council, its employees, or authorized volunteers.

11. **CALIFORNIA LABOR CODE REQUIREMENTS.** CONSULTANT is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws, if applicable. CONSULTANT shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the

Prevailing Wage Laws. It shall be mandatory upon the CONSULTANT and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, CONSULTANT and all sub-consultants performing such services must be registered with the Department of Industrial Relations. CONSULTANT shall maintain registration for the duration of the Project and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CONSULTANT’s sole responsibility to comply with all applicable registration and labor compliance requirements.

**12. TERMINATION OF AGREEMENT.** Notwithstanding any other provision of this Agreement, the CITY may terminate this Agreement without cause at any time upon giving ten days written notice to CONSULTANT. In the event of such a termination, CONSULTANT shall be entitled to any compensation owed for services rendered up to the effective date of termination.

**13. MAINTENANCE OF RECORDS.** Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by CONSULTANT and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement for inspection by CITY.

**14. ORGANIZATION.** CONSULTANT shall assign \_\_\_\_\_ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of CITY.

**15. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other part at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

**CITY:** City of Los Altos  
Christopher Jordan, City Manager (or Project

Manager)

1 N. San Antonio Road  
Los Altos, CA 94022

**CONSULTANT:** XXX  
Contact  
Address  
Address



16. **PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
17. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.
18. **NO IMPLIED WAIVERS.** The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
19. **ASSIGNMENT.** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of CITY. Any assignment of any right or obligation or subcontracting of any work without CITY consent shall be void and of no effect.
20. **TAXES.** CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States of America or the State of California as a consequence of CONSULTANT's failure to pay, when due, all such taxes and obligations. In the event CITY is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish CITY with proof of payment of taxes on these earnings.
21. **NONDISCRIMINATION.** CONSULTANT shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) or the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.
22. **DEFAULT.** In the event CONSULTANT fails to provide the services set forth in this Agreement due to the fault of CONSULTANT, CITY shall have the right to either do the work itself or hire an outside contractor to perform those services.
23. **TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
24. **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS.** CITY reserves its right to employ other consultants in connection with this Project or other projects.
25. **VENUE.** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Santa Clara, San Jose, California.

26. **CONSTRUCTION.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.
27. **AMENDMENT.** This Agreement constitutes the complete and exclusive statement of the Agreement to CITY and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.
28. **INTEGRATION.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged. If there is any conflict in the terms of this Agreement with the exhibits or attachments, then the provisions of this Agreement shall control.
29. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.
30. **IN WITNESS. WHEREOF,** the CITY and CONSULTANT have executed this Agreement as of the date first above written.

**APPROVED AS TO CONTENT:**

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Director/Project Manager

**APPROVED AS TO FORM:**

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Jolie Houston  
City Attorney

**AGREED:**

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Christopher Jordan  
City Manager

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Date

**CONSULTANT:**

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XXX  
Title

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Date

## EXHIBIT B

### INSURANCE

CONSULTANT shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Project Manager, City of Los Altos, 1 N. San Antonio Road, Los Altos, CA 94022**

#### Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$1,000,000 or \$2,000,000 aggregate 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. CGL insurance must include coverage for the following:**

- a. Bodily Injury and Property Damage
- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability
- e. Aggregate Limits that Apply per Project
- f. Explosion, Collapse and Underground (UCX) exclusion deleted
- g. Contractual Liability with respect to this Agreement
- h. Broad Form Property Damage
- i. Independent Consultants Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent CONSULTANT has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement CONSULTANT shall maintain insurance 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. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.
5. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. CONSULTANT shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to the CITY indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
6. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess 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. If CONSULTANT maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to the CITY.

**Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, 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.

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

**Notice of Cancellation.** Each insurance policy required above shall be endorsed to state 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 affect 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 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.

**Claims Made Policies.** If any of the required policies provide claims-made coverage:

7. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
8. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the contract work.***
9. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of ***three (3) years*** after completion of contract work.

**Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements 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.

**Special Risks or Circumstances.** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.