Agenda Report Reviewed by:
City Manager:

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM

Meeting Date:	September 1, 2020
To:	Honorable Mayor and Honorable City Councilmembers
From:	Henry Mikus, Engineering Manager
Subject:	Approval of Request for Proposals (RFP) for investigating and evaluating potential methods of providing flood protection for the SCCC
Recommendation:	City Council Approval to release an RFP for investigating and evaluating potential methods for providing flood protection for the Sebastopol Community Cultural Center
Funding:	Currently Budgeted: ___X___ Yes _____ No _____ N/A Original Net General Fund Cost: $ _$15,000_ Project Estimate still unknown Funding: Flood Insurance and FEMA Money. Currently budgeted for several repair projects, amount was $300,000 with $165,000 remaining prior to kitchen repairs (about $100,000 cost)

Account Code: 700-23-51-9901 Costs authorized in City Approved Budget__AK__ (verified by Administrative Services Department)

INTRODUCTION:
This item is to request the City Council discuss and approve to release a "Request for Proposals" (RFP) for investigating and evaluating potential methods for providing flood protection for the SCCC.

BACKGROUND:
In Mid-February 2019 the City suffered from a flood event causing damage to businesses, residences, and property near the City's eastern boundary along the Laguna de Santa Rosa waterway. Due to this flood, the Sebastopol Cultural Community Center was severely damaged by flood waters that reached a depth of approximately 7 feet above ground floor height. For many months, the City worked with FEMA, Cal OES and the City's insurance agents in an effort to rebuild the Community Center in kind, as to do any other substantial changes to the building from its pre-food condition would trigger flood mitigation measures which would delay the repair and/or use of the Community Center.

The SCCC building and land are City property, although the SCCC is directed by a Board independent of the City. Thus, getting the SCCC repaired and back to full functioning is a shared endeavor. The City has worked to collect funds for repairs from numerous sources, including insurance reimbursement, state and federal flood mitigation money, and the City's own funds. However, a complication is that many of these fund sources are restricted to in-kind repairs only. Much of the anticipated work involves demolition and removal of damaged portions of the building, followed by repairs/replacement.

Since March 2019, staff has been working with the City's insurance provider for this building, Hartford Insurance, Redwood Empire Municipal Insurance Fund (REMIF) as well as seeking funds from FEMA and Cal OES in an effort to reduce to the cost to the City's General Fund. Based on the initial Architect's cost estimate of $300,000, the Council authorized funding for this project from the insurance reimbursement, the City Building and Infrastructure Fund, and funding from the $1.5 million flood recovery received from the State.

DISCUSSION:

Beginning late Spring 2019 and continuing through Summer/early Fall 2019 emergency repairs were performed, which included demolition of damaged areas and roof repairs. During Fall/early Winter 2019 the SCCC arranged for the project plans, done by Persinger Architects pro-bono as a service to the community. Where allowed and prudent, the bid plans called for repair methods and materials that would provide protection or greatly minimize damage risk for any potential floods. Based on the architect's estimates and design, on September 3, 2019, the City Council authorized City staff to solicit bids for in kind flood repairs to the Sebastopol Community Cultural Center (SCCC). Council authorized bidding the project, but because of very high bid prices coupled with some contractor issues with plan requirements, the City Council rejected all bids, and authorized a rebid. However, on subsequent consideration, the SCCC Board asked to hold any further bidding pending their analysis of needs and the building's future uses.

Subsequently, the SCCC Board determined that repairing the men's bathroom, and repairing the kitchen which would include upgrade to a commercial kitchen, were the best next steps to get the SCCC operating at its best efficiency and level of service to the community. To do so, the SCCC Board had plans for the bathroom prepared by Persinger Architects, and employed Northbay Kitchen Architects to prepare kitchen plans. The bathroom work is complete, and Earthtone has been retained to do the kitchen.

A key next step will be to employ measures to protect the building against future floods. Several methods may be applicable: temporary bladder dams, poured in place concrete walls, or a wall made of pre-cast concrete components. There may be other methodologies the City is unaware of.

The City wishes to release an RFP in order to select a consultant who would investigate various methods of flood control/prevention. Key elements of the work will be:

The major project components would be:

1. Establish and verify data related to flood events, including depth of protection required.
2. Develop a list of possible flood protection measures.
3. Make a list of factors to consider in assessing any method/system.
4. Evaluate the possible flood protection measures using these factors.
5. Provide cost estimates for each potential measure.
6. Rank the several measures, and make a recommendation on which method/system is believed to be the most viable, including reasoning.
7. Clearly identify any risk factors, negative consequences, or serious problems requiring attention for each potential method/system.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report, such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:
The estimated cost price is within the remaining SCCC project budget and allocated funding.

RECOMMENDATION: That the City Council discuss and approve to release a "Request for Proposals" (RFP) for investigating and evaluating potential methods for providing flood protection for the SCCC.

ATTACHMENTS:
RFP

CITY OF SEBASTOPOL
REQUEST FOR PROPOSAL
Sebastopol Community Cultural Center
Evaluation of Flood Protection Measures

September 1, 2020

INTRODUCTION

The City of Sebastopol is soliciting proposals from qualified Engineering firms to evaluate several potential methods for providing flood protection at the Sebastopol Community Cultural Center (SCCC), located at 390 Morris Street, Sebastopol, CA 95472.

BACKGROUND

The City owns the building and property that comprises the SCCC. However, SCCC operations are managed by the SCCC Board, which is independent of the City, and the Board represents areas outside the City that the SCCC serves. The City and the SCCC have a relationship which involves different types of support for SCCC by the City, including some funding. Specifically, the City is paying for and providing project direction for a series of repairs stemming from damage to the building incurred during flooding by the nearby Laguna de Santa Rosa in February 2019.

PROJECT DESCRIPTION

The City and SCCC Board wish to identify and explore what possible practical methods or systems are regularly available that could be utilized to provide effective flood protection during future flood events for the SCCC building. Once viable potential methods/systems have been identified, the desire is to have these methods/systems evaluated, at the minimum, for effectiveness, practicality, life cycle, durability, availability, initial cost and life cycle cost, regulatory requirements and constraints (including permit requirements), and appearance.

The building sits at grade at an approximate elevation of 70 feet. The maximum depth of water near the building in this most recent flood event was between 7 and 8 feet. However, any potential flood protection must accommodate water to a depth of 80 feet. The building perimeter measures about 380 feet.

POTENTIAL METHODS/SYSTEMS

During initial discussions about flood protection involving City staff and elected officials, and the SCCC Board and staff, as a start point for conversation a short list of potential methods/systems was part of the conversation. Three possibilities initially came forward:

1. Poured in place flood wall around the building.
2. Precast concrete members assembled on site to form a flood wall.
3. A deployable membrane system that would be assembled prior to anticipated flooding, then disassembled once floods recede. Components would be stored between flood events.

It is desired to include these three possible methods/systems in the project evaluations. However, it is not intended to limit evaluation to just these three as there are sure to be other options that are unknown to the City/SCCC.

CONSULTING SERVICES REQUIRED

Overview:

The major project components would be:

1. Establish and verify data related to flood events, including depth of protection required.
2. Develop a list of possible flood protection measures.
3. Make a list of factors to consider in assessing any method/system.
4. Evaluate the possible flood protection measures using these factors.
5. Provide cost estimates for each potential measure.
6. Rank the several measures, and make a recommendation on which method/system is believed to be the most viable, including reasoning.
7. Clearly identify any risk factors, negative consequences, or serious problems requiring attention for each potential method/system.

Task 1 - INFORMATION GATHERING

- Attend project Kickoff Meeting with City Staff (discuss project approach, schedule, administrative matters, communications, information needs, etc.)
- Verify dimensions, elevations, and applicable standards.
- Establish the list of available methods/systems for flood protection.
- Develop a list evaluation factors to use in examining each method/system. Review with City staff and obtain City concurrence.

Task 2 – EVALUATE POTENTIAL METHODS/SYSTEMS

- Perform an evaluation using the factors that have been established on each method/system.
- Clearly state the advantages and disadvantages inherent in each method/system, including reasoning.
- Prepare cost estimates for installation and operation.
- Describe any factors the could become problematic or that require special attention

Task 3 – RECOMMENDATION

- Rank the methods/systems evaluated.
- Make a recommendation for the preferred method/system.
- List/explain reasons for the recommendation.

DELIVERABLES

Project deliverables shall include two paper copies and one electronic copy each of all formal correspondence, drawings, meeting notes, studies, and reports.

DELIVERY OF PROPOSAL

Six copies of the proposal shall be delivered no later than 2:00 p.m., October 7, 2020. Proposals should be addressed to:

Henry Mikus, Engineering Manager
City of Sebastopol Engineering Division
714 Johnson Street
Sebastopol, CA 95472

FORMAT AND CONTENT OF PROPOSAL

The format and content of the proposal shall be as described below. Excluding any detailed resumes and corporate brochures (which may be included with, but shall be submitted separately from the proposal) the Proposal shall be limited in length to 10 pages, including tables and figures.

Project Approach

Provide a narrative description of the project based on your understanding of the City's needs. The City will assess your understanding of all aspects of the project based on the approach.

Scope of Work

Provide a detailed description of the proposed scope of work, including tasks and subtasks and plan to implement the work. The scope of work should recognize, address and provide for resolution of all aspects of the project. The scope of work should clearly delineate each deliverable which the Consultant shall provide including number of copies of documents. The proposal shall include enough detail to be used as an appendix to the Consultant Contract.

Related Experience

Provide a summary on experience of similar projects which the firm and the proposed team has completed within the past ten (10) years. Indicate which team members, if any, were involved in each project. Each project listed should include the team members involved along with their work performed.

Project Team

The proposed project team shall be identified including project manager, project engineers and/or team leaders, and all other key staff. Key tasks and percentage of time should be included, as well as a summary of relevant experience for team members. A project team organization chart shall be included. Resumes for each team member shall be included in the appendix. The City is adamant that the team members indicated in the proposal are the actual personnel performing the work

Project Schedule

A project schedule for completion of the project shall be submitted with the proposal. All major meetings, tasks, and subtasks shall be included on the schedule. The schedule should be realistic, and should allocate sufficient time for City review of all major work projects, and for scheduling of meetings as required.

Conflict of Interest

Firms submitting proposals must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management or employees of the firm or other persons relative to the services to be provided for this project. If a firm has no conflicts of interest, a statement to that effect shall be included in the proposal.

Contract Terms

The City intends to use the contract terms present in the sample agreement (Exhibit A), which accompanies this request. In responding to this request, proposer agrees to accept these terms (including insurance requirements in Exhibit B) and if selected, agrees to enter into an agreement containing such terms.

Labor Effort Estimate

Provide estimated labor effort for each task to permit the City to determine the level of detail and the number of management, engineering, technical, drafting and support personnel hours envisioned for each task. Estimates of hours for each staff classification shall be provided for each task

References

For projects with similar services and of similar complexity, provide a minimum of two references for which the firm and project team members have provided comparable services. The name, address and telephone number of the clients shall be provided.

Fee Schedule

Provide a schedule of typical hourly rates for those job classifications to be billed to the project and an estimate of other direct costs to be billed to the project Describe assumptions regarding any escalation of salary rates during the course of the project

Cost Proposal

The Cost Proposal shall be submitted in a separate, sealed envelope at the time the Proposal is submitted. The fee proposal shall be comprehensive and shall include the fee for all work required and shall be a not-to exceed amount.

EVALUATION AND SELECTION PROCESS

Selection Committee:

The Selection Committee will be composed of the Building Official, City Engineer, Engineering Manager, and Public Works Superintendent.

Evaluation Criteria:

The Selection Committee will evaluate and rate each proposal based on the following items:

Understanding of the work to be done
Responsiveness to the RFP
Experience with similar kinds of work
Experience and qualifications of the project team
Project approach and schedule
Information obtained from references
Financial responsibility

SELECTION PROCESS

The City will review all proposals received and short list three (3) proposals. Those firms short listed *may* be contacted by phone to clarify information in the proposals, or to schedule an oral interview, or asked to perform an oral presentation for the review panel. The presentation at the oral interview shall be made by those individuals who will actually be assigned to the project and whose efforts will provide a significant portion of the work product.

Subject to this additional research and/or interview, the City will notify consultants of its recommendation. The recommendation to the City Council will be made based on the technical review of proposals, evaluation of subsequent interviews, if any, and the cost proposal. Final negotiations as to scope and cost will take place after selection of the firm by the City Council.

Questions and Clarifications

Questions regarding this Request for Proposals should be directed to:

Henry Mikus, Engineering Manager
City of Sebastopol Engineering Division
714 Johnson Street, Sebastopol, CA 95472
Phone (707) 823-2151, Extension 106
Fax (707) 823-4721
e-mail hmikus@cityofsebastopol.org

Except for minor procedural questions, all requests for clarifications shall be made in writing, by mail, fax or e-mail, and must be received by the City no later than 2:00 p.m. on September 30, 2020. All written questions and requests for clarification will be compiled and answered in writing and e-mailed to all consultants receiving an RFP by October 5, 2020.

Rights and Regulation

The City of Sebastopol reserves the right to accept any proposal or reject any and all proposals. Successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations and any other applicable State and Federal Regulations.

Prior to award of contract, all proposals shall be held in confidence and will not be available for public review [Government Code Section 6254(h) and (k)]. Upon award to the successful proposer, all proposals shall be public record.

Addendum and Prior Agreement

The City of Sebastopol shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. The City of Sebastopol shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Alternatives

Proposers may not take exception or make alterations to any requirements of the RFP. Alternatives may be submitted as separate proposals and so noted on the cover of the proposal.

City staff reserves the right to consider such alternative proposals, and to award a contract based thereon if determined to be in the City of Sebastopol's best interest and such proposal satisfies all minimum qualifications specified in this RFP. Please indicate in your cover letter that the proposal offers an alternative to the RFP.

Lobbying

The designated staff contact for this RFQ/RFP shall be the Engineering Manager. With the exception of contacting designated City staff to ask questions regarding this RFP, any party submitting a proposal or party representing a proposer shall not lobby any City of

Sebastopol Council member, any other staff member, commissioner or board member regarding this RFP. Any party attempting to influence the RFP process through ex parte contact may have their proposal rejected.

Return of Proposals

Submitted proposals will be returned only upon request of proposer. All cost proposals shall be in force for up to 90 days from submittal deadline. If award is not made within 90 days, proposers will be asked to resubmit cost proposals. Please note that award will not be based solely on the cost proposed.

Insurance

All contractors and subcontractors must satisfy the insurance requirements of the contract. See Exhibit B (Insurance Requirements for Consultants).

EXHIBITS

Exhibit A – Sample Consultant Agreement
Exhibit B – Insurance Requirements for Consultants

EXHIBIT A

CITY OF SEBASTOPOL
CONTRACT NO.
MASTER AGREEMENT FOR ENGINEERING CONSULTING SERVICES

[Consultant Name]

THIS AGREEMENT made and entered into this _____ day of _____, 2019 by and between the City of Sebastopol a municipal corporation located in the County of Sonoma, State of California, hereinafter referred collectively to as "CITY" and **[Consultant Name],** a California Corporation with principal offices at [1234 Fifth Street City State Z], hereinafter referred to as "CONSULTANT",

WITNESSETH

WHEREAS, CITY has the need for On-Call Engineering services; and

WHEREAS, CITY desires to contract for such services with a private consultant and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain CONSULTANT for the performance of said services

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY, pursuant to the authority set forth at Government Code Section 36505, does hereby appoint CONSULTANT, in a contractual capacity, to perform the following services on an "on call, as needed" basis, in accordance with the terms and conditions hereinafter set forth,

The type of Engineering or other services to be provided include:

TBD

1) **CAPITAL PROJECTS** - As assigned, pursuant to approval of scope of work and fee proposal by the City Council, perform services which may include but are not necessarily limited to the following:
   a) Preliminary Engineering: Prepare alternatives analyses, preliminary layouts, surveying geotechnical services, and estimates of probable cost.
   b) Permits: Assist the City in obtaining approvals and permits from various agencies, including CALTRANS, Regional Water Quality Control Board, US Army Corps of Engineers, CA Department of Fish and Game, etc.
   c) Construction Documents: Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.

SAMPLE

d) Bidding Assistance: Assist the City with technical support during bidding phase for public contracts, attend pre-bid conferences and job walks, perform construct-ability review of other firms or own plans and specifications, prepare addenda, analyze bids, and recommend award.
e) Construction Support/Construction Management: Attend pre-construction conferences; monitor construction schedule, visit construction site as required for progress and quality of work evaluation. Assist City with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.

2) **OTHER MISCELLANEOUS SERVICES** - CITY may from time-to-time have the need for other services not specifically listed in this agreement for which CONSULTANT has the necessary experience and capabilities to provide. CITY may authorize CONSULTANT to perform such selected services on an as-needed basis.

3) **PROJECT ASSIGNMENTS**
a) the City may from time to time during the term of this agreement, solicit proposals from CONSULTANT for various City projects. Individual project assignments will be awarded by amendments to this agreement, concurrent with the term of the master contract.
b) The City will award contract amendments for each project based upon a scope of services, work schedule, and fee proposal submitted to the City on request, and subject to approval by the City Council. For any given project, the City may elect to contract with more than one consultant based upon their field of expertise.
c) Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.

4) **RECORDS** All records produced by CONSULTANT during the course of your work under this agreement are and at all times shall remain the property of the CITY. CONSULTANT shall assemble these records in an orderly fashion and store same, for at least three years, in a mutually agreed upon location so that they may be reasonably available to the public or to the officials of CITY as required. Copies of records shall be provided to the City from time to time, as requested.

5) **TERMINATION** - This Master Agreement may be terminated at will by either party with or without cause upon 30 days written notice.

6) **GENERAL CONDITIONS**
a) CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by CONSULTANT performing services hereunder for CITY.
b) All documents, including but not limited to plans and specifications, prepared by CONSULTANT are instruments of services, only. They are not intended nor represented to be suitable for reuse on extensions of this project or any other project. Any reuse without specific permission by CONSULTANT shall be at the user's sole risk. CITY hereto agrees to save, keep and hold harmless CONSULTANT from all damages, costs or

SAMPLE

expenses in law and equity including costs of suit and attorney's fees resulting from such reuse.

c) CONSULTANT agrees to save, keep, hold harmless and indemnify CITY and its officers, and employees from all damages, in law and equity caused by any negligent act or omission to act on the part of CONSULTANT or any of its officers, employees or subcontractors. CITY shall save, keep, hold harmless indemnify CONSULTANT from all damages suffered in the performance of the authorized by this Agreement that are not the result of wrongful acts of the CONSULTANT, its officers, employees or subcontractors.

d) CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees. Refer to Exhibit "A", INSURANCE REQUIREMENTS FOR CONSULTANTS, attached hereto and thereby made a part of this contract.

7) **NOTICES** - For purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

Henry Mikus, Engineering Manager
City of Sebastopol
714 Johnson St.
Sebastopol, CA 95472

For the purposes hereto, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the CONSULTANT'S behalf is:

Name of Principal (who signs agreement)
Business Name
Address
City, State, ZIP

SAMPLE

8) ARBITRATION - All claims, disputes, and other matters in question between the parties to this AGREEMENT, or breach thereof, may be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.

9) MISCELLANEOUS

a) The titles used in this agreement are for general reference only and are not a part of the Agreement.

b) This Agreement shall be interpreted as though prepared by both parties.

c) Any provision of this agreement held to violate any law shall not invalidate the remainder of this Agreement.

d) This Agreement shall be interpreted under the laws of the State of California.

10) TERM OF AGREEMENT – This Agreement shall remain in effect for an initial term of 3 (three) years. Extensions of the agreement may be made upon mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF SEBASTOPOL	CONSULTANT BUSINESS NAME
Larry McLaughlin, City Manager	Principal

SAMPLE

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance
Consultant shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations, as applicable.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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: $2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: $2,000,000 per occurrence.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions
The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees and volunteers** are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, 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.

3. The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.

4. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

6. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

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

Verification of Coverage
Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subconsultants
Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all sub-consultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.