

CITY OF PACIFIC GROVE

DEPARTMENT OF PUBLIC WORKS

**NOTICE INVITING SEALED BIDS FOR MAINTENANCE SERVICES FOR
TREES IN PUBLIC RIGHT-OF-WAY AND FOR TREES ON ALL CITY
OWNED PROPERTIES AND FACILITIES**

The City of Pacific Grove invites sealed bids for maintenance services for trees in public right-of-way and for trees on all city owned properties and facilities. All bids submitted shall meet the following terms and conditions:

1. Bids shall be delivered to the office of the City Clerk at City Hall, 300 Forest Avenue, Pacific Grove, CA 93950, not later than 2:00 PM on June 15, 2023, at which hour and date all bids will be publicly opened. Bids shall be submitted in a sealed envelope, and the outside of the envelope shall be clearly marked, "MAINTENANCE SERVICES FOR TREES IN PUBLIC RIGHT-OF-WAY AND FOR TREES ON ALL CITY OWNED PROPERTIES AND FACILITIES". It is sole responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time will be rejected.

2. Any bidder may withdraw his or her bid, either personally or by written request at any time prior to the scheduled closing time for receipt of bids, but no bidder may withdraw his or her bid for a period of thirty (30) days after the opening thereof.

3. All bids submitted shall include a completed "Proposal", identifying unit costs. The work performed under this contract must conform to the requirements of the specifications, which are included in the bidder package.

4. The contract will be awarded to the bidder whose work, in the opinion of the City Council will best meet the requirements of the City of Pacific Grove. It is clearly understood by all bidders that said Council reserves the right to reject any and all bids and to waive informalities in said bids.

6. A Bidder's Package, including a bidder specifications, special requirements and a sample contract may be viewed and an electronic copy can be obtained at the City Clerk's Office, located at 300 Forest Avenue, Pacific Grove, CA, 93950, (831) 648- 3181.

7. The contact person for technical questions concerning project specifications, the bid process and general project information should be directed to Daniel Gho, City of Pacific Grove Public Works Director, via e-mail at dgho@cityofpacificgrove.org or by phone at (831) 648-5722.

Dated: 5/25/2023

DocuSigned by:
Joyce Halabi
A2DFBCC8DDA44AB

Joyce Halabi, Deputy Public Works Director



**CITY OF PACIFIC GROVE
PUBLIC WORKS FORESTRY DIVISION
REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES**

**FOR MAINTENANCE SERVICES FOR TREES IN PUBLIC RIGHT-OF-WAY
AND FOR TREES ON ALL CITY OWNED PROPERTIES AND FACILITIES**

PROPOSAL SUBMITTAL DEADLINE:

DATE: June 15, 2023

TIME: 2:00 PM

**SUBMISSION LOCATION: CITY OF PACIFIC GROVE PUBLIC WORKS
2100 SUNSET DRIVE
PACIFIC GROVE, CA 93950**

**PROJECT MANAGER: DANIEL GHO, CITY OF PACIFIC GROVE
PUBLIC WORKS DIRECTOR**

**CITY OF PACIFIC GROVE
PUBLIC WORKS
2100 SUNSET DRIVE
PACIFIC GROVE, CA 93950
(831) 648-5722**

REQUEST FOR PROFESSIONAL SERVICES

TITLE: Professional maintenance services for trees in public right-of-way and for trees on all city owned properties and facilities

I. General Information

Information about City of Pacific Grove

Pacific Grove has a population of 15,545 and offers an unparalleled quality of life. Sharing borders with the Monterey Bay, City of Monterey, Pacific Ocean, and the Del Monte Forest, Pacific Grove is approximately 2.86 square miles and 55.2 miles in streets length.

We are known for our small-town hospitality and friendliness in a place we simply call "P.G." The City of Pacific Grove website is www.cityofpacificgrove.org.

II. INTRODUCTION

The City of Pacific Grove (City) is seeking proposals from qualified firms to provide maintenance services for trees in public right-of-way and for trees on all city owned properties and facilities.

III. Objective

The Objective is to provide maintenance of all trees in the public right-of-way and on City owned facilities within the City of Pacific Grove, which may include medians, parks, public facilities, City owned properties, open space, street trees, easements, and the City municipal golf course. Maintenance shall be in accordance to the scope of services and requirements.

IV. Scope of services

A. Project Description

This project involves maintenance of all trees within the public right-of-way of the City of Pacific Grove, as well as trees on City Facilities, that are scheduled for maintenance or removal by the City of Pacific Grove's Director of Public Works, the City Arborist or his/her representative. The work includes standard, priority, and emergency pruning and tree removal. Other tree maintenance work may include, but is not limited to tree planting, staking installation, stump grinding, maintenance or removal, pest , and fertilization.

The CONTRACTOR shall thoroughly examine and become familiar with all parts of this RFP's requirements and specifications, the nature and scope of the work

detailed, and all local regulations, as it pertains to this RFP. A copy of the City of Pacific Grove's Urban Forestry Standards can be found on the City of Pacific Grove's Website at www.cityofpacificgrove.org/tree-permits.

B. Description of Required Services

1. The CONTRACTOR shall furnish all labor, materials, tools and equipment necessary to safely perform the work assigned. This equipment may include, but is not limited to, dump trucks, wood chippers aerial lifts, traffic control devises, chainsaws, personal safety gear, etc. The CONTRACTOR will clearly post name of business on all company vehicles. Employees of the CONTRACTOR must also be clearly identifiable as employees of that CONTRACTOR and be courteous to all persons and animals.
2. All work performed, methods, and equipment used shall be in conformance with the Prevailing State and Federal Occupational Safety and Health Act (OSHA). Costs from delays and losses due to operations not in conformance to these acts, specifications, or stoppages by OSHA inspectors or the designated representative, as a result of non-conformance, shall be solely borne by the CONTRACTOR.
3. CONTRACTOR must have on site a Certified Arborist or equal. CONTRACTOR must be available for inspection tours or future project site tours as requested by the City. CONTRACTOR must maintain daily records, including various maintenance activities, hours during which activities are performed, location of work, employees present at job sites, activities employees performed, materials and equipment uses.
4. CONTRACTOR selected shall be required to comply with the City's insurance requirements and provide certificates of insurance that meet the City's thresholds (ATTACHMENT B) upon award of contract. The CONTRACTOR shall protect indemnify and save harmless the CITY, the CITY'S officers, officials, and employees and agents against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the CITY and its officers, officials, employees and agents from any claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever, arising out of or as a result of any negligent, tortuous or deliberate act, error or omission on the part of the CONTRACTOR or other whose services are engaged by the CONTRACTOR or anyone employed or controlled by either of them in the performance of the work provided for in this contract.
5. CONTRACTOR will receive direction from the Director of Public Works, or his/ her designee (project manager).

3. The CONTRACTOR shall be solely responsible for traffic control. At a minimum, placement of adequate pre-warning and detour signs to control vehicular and pedestrian traffic shall be required.
4. The CONTRACTOR shall be responsible for obtaining and providing the City with a City of Pacific Grove Business License prior to commencement of Contract for Services.
5. The CONTRACTOR shall perform work during regular business hours, which is between the hours of 8:00 am and 5:00 pm, unless the project manager has specified otherwise by the means of written approval. Emergency work shall occur as necessary.
6. The CONTRACTOR shall provide the project manager at least forty-eight (48) hours prior to the commencement of any work to be performed, excluding emergency work. Emergency work completion must be communicated to project manager within forty-eight (48) hours.
7. The City will provide a representative to meet with the CONTRACTOR regularly on site to inspect CONTRACTOR's performance and conformance of job requirements for the project. It is the understanding of the City of Pacific Grove that the CONTRACTOR will provide competent and trained professional with extensive knowledge of their trade. It is solely the responsibility of the CONTRACTOR to provide training for their employees, and all personal protective equipment to safely perform the duties of the project.
8. CONTRACTOR shall be available twenty-four (24) hours a day, 7 day a week for emergency response. For emergency work CONTRACTOR shall provide a twenty-four (24) hour emergency contact phone number. All requests to this phone number must be replied to within one (1) hour of initial phone call, and crews must be dispatched within two (2) hours of from initial contact by the City of Pacific Grove.
9. CONTRACTOR shall be responsible for removal and disposal of all debris in a legal and appropriate manner on a daily basis. All job sites need to be cleaned of all hazards and equipment, unless approval has been given from the City to store equipment at the job site, by the end of each business day.
10. All planting performed by the CONTRACTOR shall be conducted in a professional manner consistent with the City of Pacific Grove's Urban Forestry Standards and the American National Standards Institute (ANSI A300) Tree planting standards. All backfill material shall be completed using existing or surrounding soils. If existing soils are inadequate, backfill shall consist of topsoil, free of debris and foreign substances. All newly planted

trees shall be maintained by the CONTRACTOR for ninety (90) days or until final acceptance by the City of Pacific Grove.

12. PRUNING/ REMOVAL SPECIFICATIONS

1. All tree pruning shall conform to the guidelines in the most recent edition of the American National Standard for Tree Care Operations Pruning Standards and Best Management Practices.
2. All pruning shall be conducted in a professional manner and consistent with the accepted standards of the arboriculture industry.
3. Tree removals and stump grinding shall be conducted in a professional manner and consistent with the accepted standards of the arboriculture industry.
4. Removal of stumps shall be performed at the time of removal or within forty-eight hours (48) of the tree removal. CONTRACTOR is responsible for all **underground service utilities** prior to grinding. If stump removal cannot be removed within the forty-eight (48) hour period, it is the responsibility of the CONTRACTOR to inform the City and ensure that the stump is left in a manner that it poses no danger to the public. The use of barricades, cones, signs, or other devices may be required.
5. Stumps shall be ground to a minimum of six (6) inches below the surrounding grade and six (6) inches from the outer circumference of the stump. Unless specified by the City of Pacific Grove's Director of Public Works, the City Arborist or his/her representative
6. Holes created from stump removal or grinding shall be backfilled the same day. Backfill material can either be soil or the wood chips resulting from the grindings. Holes shall be compacted and present no danger to the public and must be flush with existing grade.

V. Requirements

The submitted proposal should include qualifications for facilitating the Scope of Work and experience along with the BID PROPOSAL FORM

a. The proposal must also include:

- Description of organizational structure, other business affiliations, number and location of offices, and total number of professional staff. If sole proprietor, description of business affiliations.
- References.
- A copy of the State of California Class C61/D49 California CONTRACTOR's License. The successful bidder must hold a Class C61/D49 California CONTRACTOR's License, must be a Certified Arborist and must possess an Arborist Certification from the International Society of Arboriculture. It is highly recommended that staff shall also include a Certified Utility Arborist, Certified Line Clearance Tree

Trimmers, Certified Tree Climber, Tree Risk Assessment Qualifications ,
and Certified Crane Operators from the National Commission of Crane
Operators (NCCCO)

b. Proposal Content Requirements

- Title Page
- Table of Contents
- Experience and Qualifications
- Pricing / Hourly Rate

c. Expected Timeline

- RFP issued- May 25, 2023
- RFP closes- June 15, 2023

VI. Addenda to the Request for Proposals

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all Agencies invited to respond.

VII. Submission of Proposals

Sealed proposals are being requested for MAINTENANCE SERVICES FOR TREES IN PUBLIC RIGHT-OF-WAY AND FOR TREES ON ALL CITY OWNED PROPERTIES AND FACILITIES, to the City of Pacific Grove, in accordance with all terms and specifications contained herein.

On electronic copy (via a thumb drive) and one (1) hard paper copy of sealed Proposals must be received by June 15, 2023 to the address below by 2:00 PM

All sealed Proposals must be plainly marked in the lower left hand corner, “MAINTENANCE SERVICES FOR TREES IN PUBLIC RIGHT-OF-WAY AND FOR TREES ON ALL CITY OWNED PROPERTIES AND FACILITIES” and sent to the following address:

City of Pacific Grove City Public Works Office
Attn: Daniel Gho
2100 Sunset Drive
Pacific Grove, CA 93950

VIII. All questions concerning this RFP, including technical questions can be addressed to Daniel Gho, City of Pacific Grove’s Public Works Director/Deputy City Manager. Director Gho can be contacted by e-mail at

dgho@cityofpacificgrove.org or by phone 831-648-5722 ext.4203. **Late Proposals**

Late proposals will not be accepted.

IX. Evaluation and Selection Process

The City will make every attempt to evaluate the proposals quickly.

X. Contract

The contracted firm will be required to sign a contract with the City relating to the work to be performed.

XI. Response Material Ownership

The material submitted in response to the RFP becomes the property of the City of Pacific Grove and will be returned to the contracted firm only at the City's option. Responses may be reviewed by any person after the final selection has been made. The City of Pacific Grove has the right to use any or all ideas presented in reply to this request. Disqualification of a CONTRACTOR does not eliminate this right.

XII. Acceptance of Proposal Content

The contents of the proposal of the successful CONTRACTOR may become contractual obligations if the City of Pacific Grove wishes to execute a contract based on the submitted proposal. Failure of the successful CONTRACTOR to accept these obligations in a contract may result in cancellation of the award and such CONTRACTOR may be removed from future solicitations.

XIII. Reference Checks

The City of Pacific Grove reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the CONTRACTOR's performance on previous assignments

XIV. General Conditions of RFP

- a. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of CONTRACTOR(s) prior to award and to select and negotiate the Contract services in the best interest of the City.
- b. The CONTRACTOR shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposals.

- c. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected CONTRACTOR.
- d. The CONTRACTOR shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
- e. The CONTRACTOR shall be unbiased and vendor neutral.
- f. The City intends to recommend award of a contract to the City Council for the requested services within one (1) month of receipt of the proposals. The CONTRACTOR shall be prepared to commence work immediately upon execution of a contract with the City.
- g. Unless otherwise stated, invoices are to be submitted to the Public Works Department division upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions total amount(s) due, and amounts previously paid.
- h. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.
- i. This contract will be for the services described in the RFP response; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
- j. Unless otherwise specified all costs listed are firm for the term of the contract.
- k. Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of nature.
- l. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, proposers, or any person or firm responding to a Request for Information.
- m. All contracts entered into by the City of Pacific Grove shall be governed by the Laws of the State of California. Any disputes shall be resolved within the venue of the State of California.

BID SCHEDULE

CITY OF PACIFIC GROVE TREE MAINTENANCE WORK

Tree Trimming and Removal as Ordered on an Hourly Rate

CONTRACTOR to provide all labor and equipment to trim and remove trees, and haul away all excess wood and debris including wood recycling fees and trucking:

“Routine” Labor/Equipment Operations

A.) Labor Required

Hourly Rate

- Certified Utility Arborist _____
- Certified Utility Line Clearance Trimmer _____
- Certified Utility Line Clearance Trainee _____
- Certified Crane Operator _____
- Certified Arborist, Crew Supervisor or
Lead worker _____
- Tree Trimmer _____
- Tree Maintenance Worker _____
- Laborer _____

Total Hourly Rate _____ x (8hrs) = \$ _____
(Total daily rate)

B.) Equipment Required

Hourly Rate

- 50 ft. aerial lift truck _____
- 100 ft. aerial lift truck _____
- 5 yd. brush truck/chip truck _____
- 5-6 yd. dump truck _____
- Skip loader _____
- Roll off box _____
- Disc chipper equivalent to Vermeer 1250 _____

Total Hourly Rate _____ x (8hrs) = \$ _____
(Total daily rate)

C.) “Other” Labor/Equipment Requirements

Hourly Rate

- Tree emergency callout after hours
and on weekends _____
- Labor/Equipment Required
100ft. + crane, 15 metric ton capacity,
with bucket option and NCCCO
certified operator _____
- Stump grinder and operator _____

Total Hourly Rate _____ x (8hrs) = \$ _____
(Total daily rate)

TOTAL DAILY RATE BID AMOUNT (A + B + C): \$ _____

Award will be based on the lowest Total Daily Rate bid amount for the sum of the totals of items A, B, and C

BID PROPOSAL FORM

**FOR MAINTENANCE SERVICES FOR TREES IN PUBLIC RIGHT-OF-WAY
AND FOR TREES ON ALL CITY OWNED PROPERTIES AND FACILITIES**

Date: _____

I/We _____ the undersigned, do hereby propose to furnish the City of *Pacific Grove, California*, a Tree Maintenance Proposal, in accordance with all terms and specifications contained herein:

Attach one (1) copy of your proposal package.

Name of Firm: _____

Signature & Title: _____

Address: _____

Phone Number: _____

Email Address: _____

CONTRACTOR shall answer to the following questions by circling the appropriate response or completing the blank provided:

Company Profile:

Is your firm? (Please circle one)

- | | | | |
|----|---------------------|-----|----|
| A. | SOLE PROPRIETORSHIP | YES | NO |
| B. | PARTNERSHIP | YES | NO |
| C. | CORPORATION | YES | NO |

List Legal Names of Company:

Total Number of Employees _____

References: List **at least three** (3) local agencies of same general size and billing numbers and frequency where the **same/similar services**, as stated **herein**, have been **provided**. (Note: lack of three comparable agencies will not disqualify proposer.)

LOCAL AGENCY NAME

Contact Person

Title

Address

P.O. Box

City

State

Zip

Phone Number

Fax Number

LOCAL AGENCY NAME

Contact Person

Title

Address

P.O. Box

City

State

Zip

Phone Number

Fax Number

LOCAL AGENCY NAME

Contact Person

Title

Address

P.O. Box

City

State

Zip

Phone Number

Fax Number

Bid Clarification

The amount of work to be requested during the contract period cannot be well defined at the outset, and there is no guaranteed minimum amount of work that may be assigned by City under the contract. The bidder agrees to do the work on an on-call basis in such increments and at such times and a location as will be defined in written requirements to be issued by the City as the need arises. The bidder agrees that the offer to do the work at the unit prices submitted with the bid schedule remains in effect for all written work requirements as herein described and issued by the City during the contract period beginning with the date of the contract award.

A unit price and amount must be entered for every bid item in order for a bid proposal to be considered for award of contract. The contract will be awarded on the total daily rate (including all labor, equipment and materials).

The intent of this contract is to provide the City with a readily available work force for tree maintenance, including utility line clearance, as the City deems appropriate. This contract does not give the CONTRACTOR exclusive rights to perform all tree work done by the City of Pacific Grove; certain projects will be sent for bid proposals through the year that may include this type of work.

The lowest bidder shall be determined on the basis of the "Total Daily Rate" at the bottom line of the "Bid Schedule".

At the time of award of contract, the successful bidder must hold a Class C61/D49 California CONTRACTOR's License and an Arborist Certification from the International Society of Arboriculture. Any bidder or CONTRACTOR not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the CONTRACTORS' State License Board.

ATTACHMENT B

Insurance Specifications

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers’ compensation insurance. CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Builder’s risk insurance (construction contracts as applicable). Upon commencement of construction and with approval of City, CONTRACTOR shall obtain and maintain builder’s risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder’s Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City. The policy shall contain a provision that all proceeds from the builder’s risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an “all risk” basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty

workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the Agreement 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 CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its

officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by CONTRACTOR or City will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise requirements. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the City and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. CONTRACTOR shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work