

REQUEST FOR PROPOSALS

For:

Comprehensive User Fee Study Services



DUE: July 15, 2024
5:00 PM

City of Belvedere
Administrative Services Department

City Contact:

Helga Cotter
Administrative Services Director
hcotter@cityofbelvedere.org

1. INTRODUCTION

The City of Belvedere is seeking proposals from qualified consultants to develop and prepare a comprehensive user fee study in alignment with industry standards and in compliance with all applicable laws, statutory requirements, and regulations. The minimum consultant qualification requirements and a description of the required services are detailed below.

2. BACKGROUND

The City of Belvedere is one of California's smallest and oldest cities. It was incorporated in 1896 and is situated just north of San Francisco in Marin County. It has a population of approximately 2,100 residents and a total land mass of just over 0.5 square miles, substantially surrounded by water.

The City of Belvedere is a General Law City that operates under the Council-Manager form of government. It is a full-service city, except for fire, legal, recreation, and library services. It has contracts for service for legal and fire services. Recreation and library services are provided through financially independent Joint Power Agencies. Belvedere has an annual budget of \$11 million and maintains 20 full-time employees.

The City of Belvedere charges its residents user fees for various services. Generally, these services provide limited or no direct benefit to the community. To the extent the cost of providing these services is not fully captured by the fees charged, the individual service is subsidized by the General Fund. Belvedere has never undertaken a comprehensive analysis of its user fees. Its core planning and building fees were last updated in 2018 based on comparisons with other Marin jurisdictions, with no indexation. Its [construction time limit fees](#) were last updated in 2024 based on local models. The City's Master Fee Schedule can be found [here](#).

Belvedere is seeking to update its user fee policy and schedules to better reflect the true cost of providing services, including long-range planning, technology, and other administrative overheads. The principal goal would be to authorize and allow the City to determine the full cost of the services it provides, set percentage target levels of cost recovery for all services, track actual levels of cost recovery, and facilitate the periodic update of the schedule to reflect increasing underlying costs.

3. SCOPE OF SERVICES

The project tasks are listed below. If the consultant feels additional tasks are warranted, these must be identified in the proposal.

- Conduct a comprehensive review of the City's current user fee schedule.
- Meet with the City's project leads and conduct staff interviews to understand current processes and gather relevant datasets.
- Provide recommendations and industry information regarding relevant fee policies and practices.
- Identify the full cost of providing each City service, consistent with all applicable laws, statutes, rules, and regulations governing the collection of fees for public entities.
- Compare these total service costs with existing recovery levels, including service areas where the City currently charges for services and areas where the City should charge for services.
- Develop an appropriate fee schedule, including subsidy percentages where full cost recovery may be inappropriate or undesirable, such as where fee modification may further the City's housing and climate goals.

REQUEST FOR PROPOSALS

- Provide a draft and final document detailing the work undertaken and outcomes of the study, including current and recommended fees, cost recovery percentages, and fee comparisons with other comparable cities.
- Participate in various presentations to City staff, the Finance Committee, and the City Council, as well as engage in necessary public outreach and other communications as deemed necessary by staff.
- Deliver the tools developed through the study for the City’s ownership and future use.
- Consult with City staff should the need arise to defend the user fee study due to audits or other legal challenges.

4. RFP TIMELINE

The RFP Timeline is as follows (dates subject to change):

RFP released by City	June 17, 2024
Deadline for questions and clarifications	July 1, 2024
City’s Response to questions and clarifications	July 8, 2024
Deadline for submissions	July 15, 2024
Consultant interviews	Early August 2024
Notice of intent to award contract	August 12, 2024
Contract finalization	August 26, 2024
Contract approved by City Council	September 9, 2024
Commencement of services	No later than October 1, 2024

5. PROJECT TIMELINE

The City would like to have a new fee schedule in place by July 1, 2025, in time for the beginning of FY2025-26. This means working on an accelerated timeline as follows (dates subject to change):

Commencement of services	October 1, 2024
Draft report presented to staff	March 2025
Draft report presented to Finance Committee	Late March 2025
Final report presented to City Council	April 14, 2025
New fee schedule incorporated into budget planning	April 2025
New fee schedule takes effect	July 1, 2025

6. INFORMATION TO BE SUBMITTED

RFP submittals must include the information described in this section in the order specified. Additional information relevant to the RFP's goals may be included as an appendix if desired.

Cover Letter – Please include the title of this RFP, the name, mailing address, and website of your firm, as well as the relevant contact person, telephone number, and email address.

Section 1: Firm’s Qualifications – Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services your firm's staff would complete and those provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm’s staff. Include your firm’s organizational chart, including its constituent parts, and the size variation of staffing levels in the past five (5) years.

REQUEST FOR PROPOSALS

Section 2: Experience and References – Provide a summary of your firm’s experience in providing these or similar services. Provide at least three (3) references for projects or services similar in nature and scope for public agencies that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names, and contact persons’ names, email addresses, and telephone numbers. Give a brief statement of your adherence to the schedule and budget for each project.

Section 3: Qualifications of Team – Provide a summary of each team member’s role, qualifications, and experience and the designated project manager assigned to this project. Include a project team organizational diagram, including team members’ geographic locations and assigned tasks.

Section 4: Project Understanding – Based on the available information, supplemental research, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach, and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for this project. Also, identify any unique approaches or strengths your firm may have related to this project.

Section 5: Project Plan – Provide a detailed discussion of your firm’s approach to successfully implementing this project. Discuss methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to perform all the required tasks within the desired timeline.

Section 6: Cost Proposal – Provide a total cost proposal for all products and services to be delivered and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses to be paid by the City. Also, include a maximum not-to-exceed amount for the project, which must include all costs and reimbursable expenses.

Section 7: Competency of Proposers – The City wants to ensure that the successful consultant has the necessary facilities, ability, experience, and financial resources to provide the services specified. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain. Please also list and explain any legal challenges to past fee studies that your firm has completed.

7. QUESTIONS

Any questions regarding the RFP must be submitted via email to Helga Cotter at hcotter@cityofbelvedere.org no later than 5:00 pm on July 1, 2024. The City will prepare and distribute an “Addendum to the RFP” that lists any questions and answers received and responded to by the City, and post it on the City’s website.

8. SUBMITTAL INSTRUCTIONS

All proposals must be submitted in PDF format only via email to Helga Cotter at hcotter@cityofbelvedere.org by 5:00 p.m. on July 15, 2024. No late submittals will be considered.

9. EVALUATION CRITERIA

REQUEST FOR PROPOSALS

The following evaluation criteria and grading system will be used to determine the most highly qualified consultant.

- Consultant/Subs Experience and Qualifications (35 points)
- Understanding of the Project/Proposed Project Plan and Timeline (35 points)
- Proposed Cost/Cost Realism (30 points)

Maximum Score = 100 points

10. SELECTION PROCESS

The RFP will be awarded to the consultant whose proposal is determined to be the most advantageous to the City based on the evaluation criteria above.

A selection committee will review all proposals submitted. The City may invite selected firms to meet with the selection committee during August 2024 at no cost to the City. The City reserves the right to select a consultant without oral interviews.

A contract will be negotiated with the consultant considered best suited to meet the City's needs for this project. The City reserves the right to negotiate final pricing with the most qualified firm. The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.

The City reserves the right to reject any or all proposals.

Attachment 1 is the City's standard Professional Services Agreement. Upon contract award, the successful consultant is expected to accept the Agreement's terms and conditions "as is" without modification. Any requested contract modifications are to be stated in the consultant's proposal.

Before a contract is awarded, a City of Belvedere business license and all applicable permits, licenses, and certifications required by local, state, or federal law must be obtained.

11. PROTEST

A protest to the RFP must be filed via email to Helga Cotter at hcotter@cityofbelvedere.org. The City will confirm receipt of the protest. For the City to consider the protest valid, the following conditions must be met:

- A protest to the RFP process must be filed within five (5) business days of the RFP issue date.
- A protest to the selection of the successful consultant must be filed within three (3) business days of the posting of the Notice of Intent to Award.
- The specific irregularity or accusation must be clearly identified.
- The grounds of the protest and the facts supporting the protest must be clearly specified, including all relevant supporting documentation – at the time of filing.

If the protest does not comply with each of these conditions, it will be rejected as invalid. If it is valid, the City will review its basis and all relevant information. The City will provide a written decision to the protestor within ten (10) business days of receiving the protest. The decision is final, and no further appeals will be considered.

**CITY OF BELVEDERE
AGREEMENT FOR CONSULTANT SERVICES
FOR COMPREHENSIVE USER FEE STUDY**

This Professional Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between the City of Belvedere (the "City"), and _____ a ("Consultant"), collectively the "Parties".

RECITALS

A. The City has determined that it requires the following professional services from Consultant: [*briefly describe services.*]

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.

C. The City desires to retain Consultant as an independent contractor and Consultant desires to serve the City to perform said services pursuant to the terms and conditions of this Agreement.

AGREEMENT

The Parties hereby agree as follows:

1. PROJECT COORDINATION.

A. City. The City Manager shall be the representative of the City for all purposes under this Agreement. The Administrative Services Director is hereby designated the Project Manager for the City, and the Project Manager shall supervise all aspects of the progress and execution of this Agreement.

B. Consultant. Consultant shall assign a single Project Director to have overall responsibility for the progress and execution of this Agreement for Consultant. _____ is hereby designated as the Project Director for Consultant. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Project Director for any reason, Consultant shall notify the City within ten (10) business days of the substitution, subject to the approval of the Project Manager.

2. DUTIES OF CONSULTANT.

A. Consultant shall perform the services identified in the Scope of Services more particularly described in Exhibit "A" incorporated herein. Exhibit A is not intended to modify or expand the terms, conditions, or provisions contained in this Agreement. In the event of a conflict between this Agreement and any Exhibit or other document relating to the scope of services or payment, the terms of this Agreement shall control.

The City may request in writing changes to the Scope of Services. Any changes mutually agreed upon by the Parties and any increase or decrease in compensation shall be incorporated by written amendments to this Agreement.

B. Consultant shall faithfully, competently, and to the best of Consultant's ability perform all duties under this Agreement. Consultant shall employ generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

C. Consultant shall not employ any other consultants, subconsultants, experts, or contractors without the prior written approval of the City. Notwithstanding the foregoing, the City shall not be obligated or liable for payment hereunder to any other party other than Consultant.

D. The time of performance of the services under this Agreement is of the essence, and all deadlines identified or referred to in this Agreement shall be strictly construed.

3. COMPENSATION.

A. As full compensation for the services provided under this Agreement, the City shall pay Consultant at the rates set forth in the approved Fee Schedule attached hereto as Exhibit "B" incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. In no event shall compensation paid to Consultant exceed a total of \$_____, unless agreed to in writing by the City. All payments are subject to budget appropriations. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are different from and/or in addition to those set forth herein unless such services are authorized in advance and in writing by the City Manager.

Except as specifically stated in Exhibit B, the payments shall constitute all compensation to Consultant for all costs of services, including but not limited to direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses, and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

B. Consultant shall submit monthly invoices for actual services performed. Each invoice shall itemize services rendered during the billing period and the amount due. The City shall pay all undisputed amounts within thirty (30) calendar days of receipt of each invoice. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

4. TERM OF AGREEMENT.

The term of this Agreement shall be for [_____] months commencing on _____ and ending on _____.

5. TERMINATION.

A. Either Party may terminate this Agreement for cause upon fifteen (15) days' written notice mailed or personally delivered to the other Party, and the notified Party's failure to cure or correct the cause of the termination to the reasonable satisfaction of the Party giving such notice, within said fifteen (15) day time period. Upon receipt of notice of termination, neither Party shall incur additional obligations under this Agreement without the prior written consent of the other. The City reserves the right to terminate all or part of the Agreement for convenience upon reasonable written notice to Consultant. In such case, the City will owe Consultant payment for the work satisfactorily performed prior to termination. A waiver by the

City of any breach of any Agreement provision shall not be deemed a waiver of any subsequent breach.

B. Upon termination, any and all City documents and other materials provided to Consultant, and any and all of Consultant's documents and other materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to the City as soon as possible, but not later than thirty (30) days after termination. After receipt of said materials, the City shall pay Consultant for the services performed as of the effective date of the termination.

C. City shall have the right to temporarily suspend Consultant's performance in whole or in part by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

6. WORK PRODUCT/ PRE-EXISTING WORK PRODUCT OF CONSULTANT.

Any and all work product resulting from this Agreement, including but not limited to all work covered by the Visual Arts Rights Act of 1990 as it may be amended from time to time, is commissioned by the City as a work for hire. The City shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy, and make derivative use of the work product or otherwise grant others limited rights to use the work product. The Consultant retains the right to use any of the work product resulting from this Agreement for internal marketing purposes. The Consultant waives the right to challenge the validity of the City's ownership of the art subject to this agreement because of any change or evolution of the law.

To the extent Consultant incorporates into the work product any pre-existing work product owned by the Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to the City.

Consultant shall fully defend, indemnify, and hold harmless City, its officers, agents, employees, volunteers, and each and every one of them, from and against any and all claims, actions, lawsuits, or other proceedings alleging that all or part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. This obligation shall survive any termination of this Agreement.

7. INSPECTION AND AUDIT.

Consultant shall maintain complete and accurate records with respect to all services provided under this Agreement including sales, costs, expenses, receipts, and other such information that relates to the performance of this Agreement in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Upon reasonable notice, Consultant shall make available to the City or its agent for inspection, audit, and/or copying, all documents and materials maintained by Consultant in connection with its performance of its duties under this Agreement. Consultant shall fully cooperate with the City or its agent in any such audit or inspection. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

8. INSURANCE.

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this Agreement by reference.

9. INDEMNIFICATION.

A. Consultant shall indemnify, release, defend with counsel selected by the City, and hold harmless the City and its officers, employees, and agents ("City indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation arising out of Consultant's performance of its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole or active negligence or willful misconduct, of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, Consultant shall provide a defense to the City indemnitees by counsel selected by the City, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of said claims.

B. Where the services to be provided by Consultant under this Agreement are design professional services to be performed by a design professional as that term is defined under California Civil Code section 2782.8, as may be amended from time to time, Consultant shall, to the fullest extent permitted by law, indemnify, release, defend, and hold harmless the City its officers, employees, and agents against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorneys' fees, that arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant in the performance of its duties and obligations under this Agreement, except for such loss or damage arising from the City's sole or active negligence or willful misconduct.

10. RELEASE OF INFORMATION.

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City advance notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder. The City retains the right, but not the obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not indicate the right by the City to control, direct, or rewrite said response.

11. CONFLICT OF INTEREST.

A. Consultant covenants and represents that neither it, nor any principal of its firm, has, or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the City or that would in any way hinder Consultant's performance under this Agreement. Consultant further covenants and represents that in the performance of this Agreement, no person having any such conflicting interest shall be employed by it as an officer, employee, agent, or subcontractor without the express prior written consent of the City. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of this Agreement.

B. Consultant is not a designated employee within the meaning of the California Political Reform Act because Consultant will conduct research and arrive at conclusions independent of the control or direction of the City or any City official (other than normal contract monitoring) and possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel.

12. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO THE CITY:

Project Manager
City of Belvedere
450 San Rafael Avenue
Belvedere, CA 94920

TO CONSULTANT:

Project Director

13. SET-OFF AGAINST DEBTS.

Consultant agrees that the City may deduct from any payment due to Consultant under this Agreement any monies that Consultant owes the City under any ordinance, agreement, contract, or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks, or other amounts.

14. COSTS AND ATTORNEYS' FEES.

The prevailing Party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorneys' fees expended in connection with such action.

15. CITY BUSINESS LICENSE / OTHER TAXES.

Consultant shall obtain and maintain during the duration of this Agreement, a City business license as required by the Belvedere Municipal Code [or *CONSULTANT is exempt for the business license requirement of the Municipal Code because _____*]. Consultant shall pay any and all state and federal taxes and any other applicable taxes. The City shall not be required to pay for any work performed under this Agreement, until Consultant has provided the City with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

16. GENERAL PROVISIONS.

A. Nondiscrimination. No discrimination shall be made in the employment of persons under this Agreement because of race, national origin, ancestry, religion, gender or sexual orientation or identity, disability, or any other legally protected status.

B. Independent Contractor. Consultant and the City expressly agree that the status of Consultant, its officers, agents, employees, and any subcontractor is that of an Independent Contractor and not that of an employee of the City.

C. Compliance with Laws. Consultant and any subcontractors shall comply with all federal, state, and local laws or orders in the performance of this Agreement. Unless the compensation amount under this Agreement is less than \$1,000, the Agreement is subject to all applicable requirements of California Labor Code section 1720 *et seq.*, including but not limited to prevailing wage requirements, and Government Code section 1090 and the Political Reform Act, Government Code sections 81100 *et seq.*

In performing services under the Agreement during a declared statewide or local emergency, Consultant shall comply with all recommendations issued by federal, state, and/or local health officials to protect the health and safety of Consultant's employees and agents, the City's employees and agents, volunteers and the general public.

D. Modification. This Agreement may only be modified by the prior written agreement of the Parties.

E. Assignment and Successors. Consultant may not assign its rights or obligations under this Agreement, in part or in whole, without the City's prior written consent. This Agreement is binding on Consultant's and the City's lawful heirs, successors, and permitted assigns.

F. Third Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

G. Governing Law and Venue. This Agreement will be governed by California law, and venue will be in the Superior Court of Marin County and no other place.

H. Integration; Severability. This Agreement and the Exhibits incorporated herein constitute the final, complete, and exclusive terms of the agreement between the City and Consultant. If any provision of the Agreement or Exhibits, or portion of a provision thereof, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Agreement and Exhibits will remain in full force and effect.

I. Counterparts and Electronic Signature. This Agreement may be executed by electronic signature and in counterpart original. The Parties agree that this Agreement and any Amendment may be transmitted and signed by electronic mail by all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

J. Waiver. The waiver by the City or Consultant of any breach of any term or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition. No term, covenant, or condition of this Agreement shall be deemed to have been waived by the City or Consultant unless in writing.

K. Interpretation. The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF BELVEDERE

CONSULTANT

By: _____

Robert Zadnik, City Manager

Name: _____

Title: _____

Exhibit "A"
SCOPE OF SERVICES

Exhibit "B"

APPROVED FEE SCHEDULE

Exhibit "C"

INSURANCE REQUIREMENTS

Consultant will, at all times under this Agreement, maintain the insurance coverage required herein to cover the activities of Consultant and any subcontractors relating to or arising from performance of the Scope of Services. Each policy must be issued by a company licensed to do business in California. Consultant must provide the City with certificates of insurance and required endorsements as evidence of coverage before the City authorizes Consultant to proceed with any work.

A. Workers' Compensation. Statutory coverage is required by the California Workers' Compensation Insurance and Safety Act. If Consultant is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure.

B. Liability. Commercial General Liability ("CGL") Coverage insurance issued on an occurrence basis, including coverage for liability arising from Consultant or its subcontractor's acts or omissions in performing the Scope of Services, including Consultant's protected coverage, blanket contractual, products, and completed operations, broad form property damage, vehicular coverage, and employer's non-ownership liability coverage, with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate.

If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate to cover any claims arising out of Consultant's performance of services under this Agreement. Where Consultant is a professional not required to have a professional license, the City reserves the right to require Consultant to provide professional liability insurance pursuant to this section.

C. Automotive. Commercial automotive liability coverage for owned, non-owned, and hired vehicles must provide coverage of at least \$2,000,000 combined single limit per accident for bodily injury, death, or property damage.

D. Subrogation Waiver. Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City's insurers.

E. Required Endorsements. The CGL policy and the automotive liability policy must include the following specific endorsements:

1. The City, including its Council, officials, officers, employees, agents, volunteers, and consultants (collectively, "Additional Insured"), must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Agreement.

2. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

3. The insurance provided is primary and no insurance held or owned by the City may be called upon to contribute to a loss (“primary and non-contributory”).

4. Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance will be called upon to protect it as a named insured.

5. This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.