



Posted Date: June 18, 2024
Responses Due: July 19, 2024

Request for Information for Organizational Development Services

Introduction

The City of San Rafael is seeking to establish a list of qualified on-call consultants to provide comprehensive organizational development services. This Request for Information (RFI) aims to gather information from firms that can deliver Executive Coaching, Mid-Manager Coaching, Team Building and Workshop Facilitation, Change Management Consulting, and Conflict Resolution Services. The City intends to hire multiple contractors to provide any mix of these services to address the diverse needs of our various departments.

Scope of Services

Interested firms may provide any combination of the following services:

1. Executive Coaching:
 - a. One-on-one coaching for executive leaders to enhance leadership skills, strategic thinking, and performance.
 - b. Support in navigating organizational changes and driving culture shifts.
 - c. Development of personalized growth plans based on assessments and feedback.
2. Mid-Manager Coaching:
 - a. Coaching for middle management to develop leadership competencies, improve team management, and achieve professional goals.
 - b. Training in effective communication, decision-making, and conflict resolution.
 - c. Support in career development and succession planning.
3. Team Building and Workshop Facilitation:
 - a. Design and facilitation of team-building activities to improve collaboration, trust, and morale.
 - b. Workshops on various topics such as communication, leadership styles, and change management.
 - c. Customizable sessions tailored to the specific needs of departments or teams.
4. Change Management Consulting:
 - a. Support and guidance for managing organizational change, including communication strategies, stakeholder engagement, and transition plans.

5. Conflict Resolution Services:
 - a. Mediation and conflict resolution services to address workplace disputes and enhance interpersonal relationships.
 - b. Training for employees and managers in conflict resolution techniques and best practices.
 - c. Development of conflict resolution strategies and policies.

Submission Requirements:

Interested firms should provide the following information in response to this RFI:

1. Company Overview:
 - a. Company name, address, and contact information.
 - b. Brief history and overview of the firm, including relevant experience and expertise.
2. Service Offerings:
 - a. Detailed description of the services offered (Executive Coaching, Mid-Manager Coaching, Team Building and Workshop Facilitation, Change Management Consulting, and Conflict Resolution).
 - b. Specific methodologies and approaches used for each service.
3. Qualifications and Experience:
 - a. Biographies and qualifications of key personnel who will be providing the services.
 - b. Examples of similar services provided, including references for other local government agencies.
4. Approach and Methodology:
 - a. Description of the approach and methodology for each service area.
5. Pricing Information:
 - a. General pricing structure or fee schedule for each service offered.
 - b. Any additional costs or expenses that may be incurred.
6. Additional Information:
 - a. Any other relevant information that the firm believes would be beneficial for the City to consider. This may include other services your firm provides, and which may complement the City's desired scope of service.

Submission Process:

Please submit your responses electronically to John.Stefanski@CityofSanRafael.org by **July 19, 2024**.

If you have any questions regarding this RFI, contact John Stefanski, Assistant City Manager at John.Stefanski@cityofsanrafael.org

Evaluation and Next Steps:

Responses to this RFI will be reviewed by the City of San Rafael's selection committee utilizing the following criteria:

1. Company Qualifications and Experience
 - a. Depth of experience and expertise in providing the requested services.
 - b. Track record of successful projects, particularly with similar organizations or public sector clients.
 - c. Qualifications and experience of key personnel.
2. Service Offerings and Approach
 - a. Comprehensive description and relevance of the services offered.
 - b. Appropriateness and innovativeness of the methodologies and approaches used.
 - c. Customization options available to meet the unique needs of the City of San Rafael.
3. Capacity and Availability
 - a. Adequate personnel and resources to meet the City's needs
4. Pricing Structure
 - a. Transparency and reasonableness of the pricing structure
 - b. Overall Value for the cost of services provided

Qualified firms may be invited for further discussions or presentations. These interviews are tentatively scheduled for late-July. Based on the information received, the City may proceed with contracting selected firms for specific services.

Standard Consulting Agreement:

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work.

A sample of the City's Standard Professional Services Agreement (Agreement), including insurance requirements, is provided as **Attachment A**.

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the response. Exceptions will be taken into consideration in evaluating Proposals. Otherwise, the interested firm is to state in the proposal that the Agreement and insurance requirements are acceptable. Consideration for exceptions will not be considered if not included in the submitted proposal.

Disclaimers / Acceptance / Rejection of Submittals

The City reserves the right to suspend, amend or modify the provisions of this RFI; extend the submission deadline; reject all proposals; select a respondent who does not achieve the highest points score; and negotiate modifications of proposals, project terms and/or features. The final decision on the selection of a consultant will be made by the City staff. While the dates and schedule stated in this RFI represent the City's preferred timetable, it shall not be considered binding on the City. The submission of a response to this RFI shall not be binding upon the City nor construed as a contract with or a

commitment by the City. The City reserves the right to make decisions as to which proposal, if any, it deems in the City's best interest. The City will not pay any costs incurred in the preparation of a response to this RFI. The respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its response

We appreciate your interest in partnering with the City of San Rafael and look forward to your response.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
CONSULTANT'S NAME
FOR SHORT DESCRIPTION SERVICES**

This Agreement is made and entered into as of _____ (the "Effective Date"), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "CITY"), and CONSULTANT'S NAME, a[n] (enter State name) corporation/limited liability company/partnership/individual (hereinafter "CONSULTANT"). CITY and CONSULTANT may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. CITY desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled "SCOPE OF SERVICES"; and

B. CONSULTANT represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of CITY; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by CITY at its sole risk and expense. Services to be provided to CITY are more fully described in **Exhibit A** entitled "SCOPE OF SERVICES." CONSULTANT acknowledges that the execution of this Agreement by CITY is predicated upon representations made by CONSULTANT in that certain proposal, dated **insert date of proposal** ("Proposal") set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

[Use this clause for time & materials, not-to-exceed:]

In consideration for CONSULTANT's complete performance of Services, CITY shall pay

CONSULTANT for all materials provided and services rendered by CONSULTANT at the unit rates and rates per hour for labor, as set forth in Exhibit A, for a total amount not to exceed Insert Total NTE.

CONSULTANT will bill City on a monthly basis for Services provided by CONSULTANT during the preceding month, subject to verification by CITY. CITY will pay CONSULTANT within thirty (30) days of City's receipt of invoice.

[OR use this clause for fixed fee:]

In consideration for CONSULTANT's complete performance of Services, CITY shall pay CONSULTANT for all materials provided and services rendered by CONSULTANT a fixed fee, as further described in Exhibit A, in an amount of Insert Fee.

CONSULTANT will bill City for Services provided by CONSULTANT, subject to verification by CITY. CITY will pay CONSULTANT within thirty (30) days of City's receipt of invoice.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on insert end date.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** Title of City's Project Manager is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Name of CONSULTANT's Project Director 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, the CONSULTANT shall notify the CITY within ten (10) business days of the substitution.

5. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** 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 such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all CITY documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the CONSULTANT in connection with the performance of its duties under this Agreement, shall be the sole property of CITY. CITY may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, CONSULTANT shall make available to CITY, or its agent, for inspection and audit, all documents and materials maintained by CONSULTANT in connection with its performance of its duties under this Agreement. CONSULTANT shall fully cooperate with CITY or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit B, CONSULTANT shall procure and maintain in full force and effect, at no cost to CITY insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit B.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, CONSULTANT shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by CITY, and hold harmless CITY, its officers, agents, employees and volunteers (collectively, the "City Indemnitees"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of CONSULTANT'S performance of its obligations or conduct of its operations under this Agreement. The CONSULTANT's obligations

apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnites**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnites**, the **CONSULTANT**'s indemnification obligation shall be reduced in proportion to the **City Indemnites**' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT**'s indemnification obligations. In the event the **City Indemnites** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT**'S performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnites** or at **CITY**'S option reimburse the **City Indemnites** their costs of defense, including reasonable attorneys' fees, incurred in defense of such 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 Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnites**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws,

ordinances, codes or regulations.

13. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. 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 **CITY**'s Project Manager:

Name/Title of City's Project Manager
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Name/Title of City's Project Director
insert mailing address
insert mailing address

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

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

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S 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 attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[Signatures are on the following page.]

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

CITY OF SAN RAFAEL:

CONSULTANT:

JIM SCHUTZ, City Manager

By: _____

APPROVED AS TO FORM:
Office of the City Attorney

Name: _____

Title: _____

By: GENEVIEVE COYLE,
Assistant City Attorney

[If CONSULTANT is a corporation, add
signature of second corporate officer]

ATTEST:
City Clerk

By: _____

Name: _____

Title: _____

LINDSAY LARA, City Clerk

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** 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 the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. The limits of insurance required in this Agreement 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 noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. 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 **CITY** or any other additional insured party. 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. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** 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 Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.