



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 17

Section Name: CONSENT CALENDAR

Account Number: 82-4681

File ID: 26-10899

TO: City Council
FROM: Alex Khojikian, City Manager
PREPARED BY: Public Works Department
MEETING DATE: March 16, 2026
SUBJECT:
Dr. Martin Luther King, Jr. Resiliency Center Program Manager — Amendment

RECOMMENDATION:

Approve Amendment No. 1 to the agreement with ELS Architecture & Urban Design for professional program management services for the Dr. Martin Luther King, Jr. Resiliency Center Tasks 2 and 3 in the amount of \$314,560, for a new agreement total of \$345,655; establish a contingency reserve in the amount of \$34,000; and authorize the Public Works Director to execute the amendment in substantially the form presented and issue amendments within the contingency amount.

BACKGROUND:

The Dr. Martin Luther King, Jr. Community Center (King Center) was originally constructed in 1968 and partially remodeled in 1987. The facility includes a full-court gymnasium, swimming pool, offices, childcare spaces, and multi-purpose rooms. A comprehensive, phased renovation is planned, guided by a 2025 Facilities Assessment that documents existing conditions, identifies priority improvements, and provides cost estimates. Renovations will be implemented as funding becomes available and are intended to modernize the facility so it can continue to serve as a vital community hub and ultimately function as a Resilience Center. To date, the City has been awarded an \$850,000 federal earmark for the Resilience Center and staff plans to include \$4 million from the City's Capital Reserve in the upcoming five-year Capital Improvement Program for upgrading the King Center, per Council direction at the October 20, 2025, meeting when staff presented the 2025 Facilities Assessment.

The King Center will be improved through four coordinated phases structured to align with anticipated grant funding requirements and sequenced to meet eligibility milestones, ensuring the timely obligation and expenditure of funds. Improvements to the King Center will be guided by a phased planning and implementation process that aligns with anticipated funding opportunities while prioritizing community engagement and shared visioning. The process will begin with organizational and preparatory efforts, including environmental review coordination, technical assessments, and development of a comprehensive work plan to guide future phases.

Subsequent phases will focus on evaluating and addressing key issues identified through public input and technical analysis. These issues may include the condition and functionality of the pools and locker rooms, accessibility and circulation challenges, building systems and code compliance, kitchen capacity and food service needs, drainage and roofing concerns, and opportunities to improve how the facility connects to surrounding streets and adjacent community spaces.

The City will work collaboratively with stakeholders to assess how the King Center can best serve evolving community needs, including consideration of its potential role as a Resilience Center during emergencies. Programming, design, and construction decisions including potential reconfiguration of spaces, expanded hygiene facilities, commercial kitchen

upgrades, or other enhancements will be shaped by this engagement process, technical feasibility, and funding requirements. This phased approach ensures that funding timelines can be met while maintaining flexibility to incorporate community priorities and refine project scope as the project progresses.

To guide the project through program development, pre-design, design, construction, and closeout, the City sought to retain a Program Manager. The Program Manager's responsibilities begin with assisting in the solicitation of design proposals based on the approved Work Plan and continue through oversight of design subconsultants, public outreach, and coordination with City staff and the City Council to ensure clear communication throughout the project. The Program Manager will work closely with the designated City Representative and multiple City departments by reviewing design work products, coordinating interdepartmental reviews, supporting grant opportunities, assessing constructability, supporting value engineering, and helping to ensure the design meets City objectives and community needs.

Once construction documents are completed, the Program Manager will collaborate with the Public Works Facilities Division to bid the Project phases, manage clarifications and addenda, assist with bid evaluation and contract award, and coordinate with the City's Construction Management and Inspection Consultant prior to and during construction. During construction, the Program Manager will act as the City's representative for design oversight, assist with issue resolution, monitor progress in coordination with the Construction Management team, provide regular updates to the City Council, and keep the public informed. The Program Manager will also participate in site walkthroughs, punch-list review, and project closeout activities. Throughout the Project, the Program Manager will lead community outreach efforts, facilitate public meetings, convey community input to the design team, and balance design objectives, community expectations, and budget constraints. These responsibilities require strong communication skills, experience with high-profile civic projects, and the ability to manage competing interests. Facilitation and outreach subconsultants may be included as needed.

In August 2025, the City issued a Request for Proposals (RFP) outlining five (5) tasks:

Task 1: Verification of Existing Conditions

Serve as the City's representative throughout the Program, Pre-Design, Design, Construction, and Project Closeout phases of the Dr. Martin Luther King, Jr. Community Center, Pool Renovation, and Resilience Center Project.

Task 2: Concept Design and Community Engagement

Conduct meetings involving the City management team, along with interviews of staff and relevant agencies identified by the City. The community engagement process for the King Center will include three in-person workshops and three corresponding virtual workshops, supported by provided advertising graphics and workshop materials. These workshops will consist of an open-house format to gather input on community needs, a presentation of concept design alternatives to obtain feedback on preferences, and a presentation of the final selected design to gather input on refinements. Additional outreach will include meetings with community groups and interested parties, online surveys, and content development for a City-hosted project website. This phase also includes two City Council meetings and up to ten meetings with City staff and agencies to review and develop program requirements. The design team will prepare two to three design concepts to improve the existing pools and locker rooms, along with concepts for other building areas requiring updates, seismic upgrades, and improvements needed to support a resilience center.

Task 3: Schematic Design

Further develop the preferred final option selected in Task 2, including plans, sections, and elevations of the design along with technical input from aquatics, structural, mechanical, electrical, and plumbing consultants. This task will also include a final phasing plan for the facility, including anticipated resiliency measures, and a cost estimate for the proposed design.

Task 4: Construction Phase

Collaborate with the City's Construction Manager and Inspection City team to monitor construction progress, schedule, and budget; attend project meetings; prepare monthly updates; support stakeholder communications; and assist with change management.

Task 5: Project Closeout

Assist City staff with punch-list review, final pay documentation, budget reconciliation, and coordination of move-in and startup operations.

On September 4, 2025, the City received three (3) proposals which were evaluated based on understanding of the scope of services, experience delivering similar public projects, and adequacy of staffing. The City executed an agreement with ELS Architecture and Urban Design for \$31,095 to complete Task 1, as they received the highest average score of 91.2 out of 100.

Task 1 was completed in February 2026 and produced a comprehensive work plan outlining outreach procedure, identifying required consultants, and establishing a schedule with milestones and deliverables. This work provided the foundation for defining the scope of Tasks 2 and 3.

Based on the successful completion of Task 1, staff recommends amending the professional services agreement with ELS Architecture and Urban Design. Their performance has positioned the City to advance the Dr. Martin Luther King, Jr. Resiliency Center Project within the projected budget and timeline. Staff has reviewed and negotiated the proposed scope and fee and recommends approval of the amendment. Staff also recommends establishing a 10% contingency reserve (\$34,000) to account for any unforeseen issues in implementing Tasks 2 and 3.

BUDGET IMPACT:

There is sufficient funding in the King Resiliency Center (46f036) project budget to fund this amendment.

ENVIRONMENTAL DETERMINATION:

Approval of this amendment is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

- Att 1 – Amendment No. 1
- Att 2 – Original Agreement

STAFF CONTACT

Steve Wu, Facilities & Fleet Services Manager
swu@cityofsanmateo.org
(650) 522-7345

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE CITY OF SAN MATEO AND
ELS ARCHITECTURE & URBAN DESIGN FOR
MLK RESILIENCY CENTER – PROGRAM MANAGER
(\$31,095 [Original Amount]; \$314,560 [Amendment No. 1])**

This Amendment is made and entered into this day of _____, by and between the CITY OF SAN MATEO, a municipal corporation existing under the laws of the State of California ("CITY"), and ELS ARCHITECTURE & URBAN DESIGN ("CONSULTANT").

WHEREAS, CITY and CONSULTANT entered into a design professional services agreement on July 14, 2026 for program management services for the Dr. Martin Luther King, Jr. Resiliency Center Project; and

WHEREAS, CITY and CONSULTANT wish to amend the Agreement to provide additional services and increase compensation by \$314,560, for a new total Agreement amount of \$345,655.

NOW, THEREFORE, the Parties agree as follows:

1. Section 4, "Payment," of the Agreement is amended to read:

"Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibits A and A.2, CITY agrees to pay CONSULTANT a fee in an amount of \$345,655, pursuant to rates stated in Exhibits B and B.2 to this Agreement, attached and incorporated by reference."

2. Exhibit A.2, "Scope of Services," is attached and incorporated by reference.
3. Exhibit B.2, "Fee Schedule," is attached and incorporated by reference.
4. The remaining terms of the Agreement remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A.2

SCOPE OF SERVICES

Task 2 Project Scope

Concept Design and Community Engagement

The Community Engagement process for the MLK Jr. Community Center is expected to include three Community Workshops. ELS will provide advertising graphics and graphic content for the workshops and will facilitate the workshops. (Reproduction cost of workshop materials are included in this proposal as a reimbursable expense.) Workshops are expected to include the following:

- **Workshop 1, Gallery Walk** : An open - house style event designed to elicit feedback from the community about their needs and desires for the project. This workshop includes information boards with graphics illustrating possible program elements for the newly imagined MLK Jr. Community Center.
- **Workshop 2, Concept Design Alternatives** : Presentation of concept design options to the community. Includes obtaining feedback from the community about their design preferences.
- **Workshop 3, Presentation of Final Design Option** : Presentation of the final selected design. Includes obtaining feedback from the community about desired refinements to the design.

During this phase, ELS will also solicit feedback from the community via online surveys and will provide the City with content to be posted on a project website to be hosted by the City of San Mateo .

This phase also includes one meeting with City Council (expected to take place in April) and up to three virtual meetings with City staff to review and develop program requirements for the MLK Jr. Community Center. ELS and the design team will develop two to three design concepts for the pool and locker rooms, and design concepts for other areas of the building that are to be updated or seismically upgraded, including upgrades required for a resilience center, and including phasing options.

Deliverables:

- *Image boards representing various uses and design aspects of the project.*
- *Concept design plans with preferred pool and locker room design as well as phasing diagrams and concept plans for resiliency upgrades.*
- *Results of online surveys*
- *Summaries of feedback obtained in Community Workshops*
- *Brief notes outlining meetings with City staff and City Council*

Task 3 Schematic Design

The Schematic Design Phase will consist of further development of the preferred final option selected in Phase 2, including plans, sections, and elevations of the design along with technical input from aquatics, structural, mechanical, electrical, and plumbing consultants. This phase will also include a

final phasing plan for the facility, including anticipated resiliency measures, and a cost estimate for the proposed design.

Deliverables:

- *Schematic Design drawings (including phasing)*
- *Schematic Design Cost Estimate, including phasing.*

EXHIBIT B.2

FEE SCHEDULE

Design Team	Task 2 Concept Design	Task 3 Schematic Design	Total
Duration (Weeks)	20	8	34
ELS	\$ 143,220	\$ 45,040	\$ 188,260
Sub Consultants			
Structural: IDA	\$ 9,100	\$ 31,300	\$ 40,400
Mechanical and Plumbing: Alter	\$ 8,000	\$ 11,000	\$ 19,000
Electrical: RIJA	\$ 5,000	\$ 10,500	\$ 15,500
Aquatics: ADG	\$ 7,500	\$ 29,500	\$ 37,000
Cost: Mack 5	\$ -	\$ 14,400	\$ 14,400
Fee Total	\$ 172,820	\$ 141,740	\$ 314,560

**AGREEMENT WITH ELS ARCHITECTURE & URBAN DESIGN
FOR PROFESSIONAL SERVICES
FOR
MLK RESILIENCY CENTER – PROGRAM MANAGER**

This Agreement, made and entered into this day of 1/14/2026, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California (“CITY”), and ELS ARCHITECTURE & URBAN DESIGN, a CORPORATION, (“CONSULTANT”), whose address is 2040 Addison Street, Berkeley, CA 94704.

RECITALS:

- A. CITY desires certain design and professional services hereinafter described.
- B. CITY desires to engage CONSULTANT to provide these design and professional services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

CONSULTANT agrees to comply with the City’s minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT's work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence upon execution of this agreement and be completed on June 30, 2029.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee in an amount of \$31,095, pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY's payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent CONSULTANT as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONSULTANT's negligence, recklessness or willful misconduct to the maximum extent permitted by state law. To the extent permitted by Civil Code section 2782.8, CONSULTANT agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. The CONSULTANT'S duty to indemnify shall survive expiration or early termination of this Agreement.

SECTION 12 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT'S work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any

applicable law or ordinance.

SECTION 16 – SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 17 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 18 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its sub-consultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 19 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 20 - LITIGATION

CONSULTANT shall testify at CITY's request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

SECTION 21 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:	Steve Wu, Facilities & Fleet Services Manager City of San Mateo 1961 Pacific Blvd. San Mateo, CA 94403
To CONSULTANT:	ELS Architecture & Urban Design Attn: David Masenten, Principal 2040 Addison Street Berkeley, CA 94704

SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 23 - AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 24 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

Matt Fabry 1/14/2026

 Matt Fabry Date
 Public Works Director

David Masenten 1/2/2026

 David Masenten Date
 Principal

If a Corporation, can be either 1) President or 2) Vice President plus an additional corporate officer (i.e., Secretary, Treasurer) who shall sign below.

ADDITIONAL CORPORATE OFFICER (if necessary per the above)

Linh Nguyen 1/14/2026

 Linh Nguyen Date
 Assistant City Attorney

GERALD NAVARRO 1/2/2026

 Gerald Navarro Date
 Chief Financial Officer

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Payment Rates
- Exhibit C: Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

ELS Architecture will be providing both design and professional services for Task I which include:

1. Kickoff meeting with City staff
2. ELS contracts with the consultant team(s)
3. Existing conditions assessment and building documentation:
 - a. ELS will retain a consultant to conduct a point cloud scan of the existing building to create a 3-D model of the entire building in Revit
 - b. ELS will use this model to develop existing conditions plans, sections, and elevations to use as a basis for the work moving forward and to provide base drawings to the consultant team.
 - c. The design team (ELS and consultants, as needed) will visit the site with City staff to confirm existing conditions.
 - d. ELS will provide an update to the 2024 facilities assessment if needed, in memo form, to document any changes from that report.

Deliverables:

1. Existing building plans and elevations
2. Memo with updates to 2024 Facility Assessment, as needed
3. Updated project timeline

EXHIBIT B

PAYMENT RATES

HOURLY BILLING RATES BY CLASSIFICATION

Principals	\$ 225.00–300.00
Associate Principals	\$ 175.00–225.00
Associates	\$ 160.00–180.00
Professional Staff	\$ 90.00–160.00
Technical/Support Staff	\$ 85.00–160.00

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days’ prior written notice** (10 days for non-payment) has been given to the City. If a Notice of Cancellation endorsement is not available, CONSULTANT shall ensure the requisite Notice of

Cancellation is specified in the Certificate of Insurance. In the event the Notice of Cancellation is not specified in the Certificate of Insurance, Consultant shall be responsible for providing the City the requisite notice as specified in this Exhibit C.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.