STAFF REPORT

MEETING
DATE: July 11, 2017

TO: City Council

FROM: Christopher Blunk, Deputy Public Works Director/City Engineer

PRESENTER: Christopher Blunk, Deputy Public Works Director/City Engineer

SUBJECT: RECEIVE AN UPDATE ON THE CURRENT STATUS AND UPCOMING ACTIVITIES FOR THE NOVATO BOULEVARD IMPROVEMENT PROJECT BETWEEN DIABLO AVE AND GRANT AVE PROJECT, CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT NUMBER 01-004.

REQUEST

Receive an update on the current status and upcoming activities for the Novato Boulevard Improvement Project Between Diablo Ave and Grant Ave Project, Capital Improvement Program (CIP) Project Number 01-004.

DISCUSSION

The Novato Boulevard Improvement Project has been in the planning and environmental documentation phases for over ten years. This project was included in the voter-approved Measure A Marin County Transportation Sales Tax list of projects anticipated to receive funding, and was also included in the Measure A Strategic Plan as Northern Marin’s first funding priority for regionally significant roads. Authorization to award and execute an agreement for the completion of an Environmental Impact Report was approved by City Council at the September 11, 2007 City Council meeting, and amended on October 27, 2009 for a total amount of $260,920.

This project will provide general improvements to Novato Blvd. between Diablo Avenue and Grant Avenue including bicycle and pedestrian facilities, as well as operational improvements like turn lanes and modern signalized intersections at Novato Blvd/Diablo Avenue and Novato Blvd/7th-Tamalpais Ave. A Project Study Report from 2006 discussed a project with five lanes (two through-lanes in each direction and a center turn-lane) plus bicycle and pedestrian facilities. This build alternative has considerable right-of-way requirements and appears to have been developed with traffic throughput as a primary objective of the project.

With the more recent statewide shift toward “Complete Streets” roadway design and operational policy, the city has a prime opportunity to review the previous build alternative and look for ways to refine the project scope to minimize temporary and permanent impacts to the community and natural environment while serving the purpose and need in a context-sensitive manner. One possible build alternative is a three lane solution (one through-lane for each direction plus a center
turn lane) with other improvements at the intersections to efficiently accommodate turning movements and minimize queuing.

The Engineering Division will be enlisting the services of AECOM, Inc. throughout the remainder of the environmental documentation phase to 1) prepare updates to the project purpose and need based on an analysis of current traffic conditions, 2) propose context-sensitive build alternatives (including preliminary drawings and exhibits), 3) provide project management services and coordination with other consultants who are preparing the draft Environmental Impact Report and revised Traffic Study, 4) prepare and submit revised cost estimates for final design, construction capital, and right-of-way acquisitions, 5) develop a project schedule, and 6) provide public outreach support for future workshops and meetings.

According to the current purchasing policy, approval of the $165,614 AECOM, Inc. contract does not require City Council action. However, the contract dollar value is nearing the $175,000 threshold for professional service agreements associated with public projects and it is realistic to expect that there may be minor amendments in the future that could cause the total contract value to exceed the threshold and require City Council approval.

**PUBLIC OUTREACH**

As stated previously, the Novato Boulevard Improvement Project has been in the planning and preliminary environmental documentation phases for over ten years. A Project Study Report was presented to and approved by City Council at the March 28, 2006. A public workshop was conducted on June 11, 2009, which had 32 attendees. Project information was presented at City Council meetings on September 11, 2007, October 27, 2009 and June 28, 2011. A Public Works Project page, with a friendly url, was created in May 2017 ([www.novato.org/novatoblvd](http://www.novato.org/novatoblvd)). This page will continue to be updated as more project information is made available.

**FISCAL IMPACT**

The project is included in the City of Novato Adopted Capital Improvement Program Budget for 2017/2018, with $13.9M dollars allocated for total project costs. Funding sources are Measure A, gas taxes, Development Impact Fees and Transportation, Drainage & Utilities (TDU) fees.

Total project expenditures to date are $1,197,853, including $454,558 that has been spent to acquire parcels along the project corridor, but not including the $165,614 AECOM, Inc. contract.

Project cost updates will be provided at future City Council meetings as the build alternatives are refined, current estimates are prepared, and work progresses.

**RECOMMENDATION**

Receive the update on the current status and upcoming activities for the Novato Boulevard Improvement Project Between Diablo Ave and Grant Ave Project, Capital Improvement Program (CIP) Project Number 01-004.
ATTACHMENTS

1. CIP Budget Excerpt
2. AECOM, Inc. Consultant Services Agreement
Novato Boulevard Improvements
Between Diablo Avenue and Grant Avenue (AGP-1)

Project No.: 01-004  
Base Code: 431

**Funded**

**Project Objective:** To improve safety and reduce traffic congestion on Novato Boulevard between Diablo Avenue and Grant Avenue.

**Project Description and Background:** To provide improvements to Novato Boulevard between Diablo Avenue and Grant Avenue. This project is listed in the General Plan as one of the improvements needed to accommodate future growth and enable the roadway system to operate safely and efficiently. The project will widen this stretch of arterial to two lanes with bike lanes in each direction, separated by a raised median island or two-way, left turn lane. In addition, side street access issues will be addressed for Pine Street, Cypress Avenue, and Los Alondras Court. The three traffic signals will either be rebuilt or modernized. The widening and side street access issues may necessitate house moving and/or relocations. The completion of the environmental documentation will further define the project. This project does not include the rule 20A underground utility district. The underground utility district will be completed under a different Capital Improvement Program project that will be scheduled once environmental documentation is complete.

**Basis for Cost Estimate:** Costs are based on the Council approved Project Study Report, CIP Project 97-003. This cost estimate is over ten years old, and will be updated in FY 17/18, which may lead to an escalated construction cost estimate.

**Basis for Schedule:** Environmental documentation (CEQA) is underway, and should be complete by mid-2018. Right-of-way acquisition will follow, and could take several years. Detailed project design will take approximately 6-9 months to complete and could coincide with right-of-way acquisition. Construction would follow right-of-way acquisition.

**Revenue Considerations:** The Citywide Development Impact Fees - Streets and Intersections and TAM Measure A are the major funding sources for these improvements. Deferred improvement agreements along this section will also be invoked.

<table>
<thead>
<tr>
<th>Project Expenditure</th>
<th>Sub Object</th>
<th>Prior to 17/18</th>
<th>17/18</th>
<th>18/19</th>
<th>19/20</th>
<th>20/21</th>
<th>21/22</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proj Develop</td>
<td>410</td>
<td>820,236</td>
<td>250,000</td>
<td>479,764</td>
<td>1,550,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition</td>
<td>420</td>
<td>448,058</td>
<td>400,000</td>
<td>1,022,092</td>
<td>1,870,150</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>430</td>
<td>0</td>
<td>2,100,000</td>
<td>7,883,842</td>
<td>9,983,842</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Mgt</td>
<td>440</td>
<td>0</td>
<td>511,850</td>
<td>511,850</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>1,268,294</td>
<td>650,000</td>
<td>1,501,856</td>
<td>2,100,000</td>
<td>8,395,692</td>
<td>13,915,842</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Sub Object</th>
<th>Prior to 17/18</th>
<th>17/18</th>
<th>18/19</th>
<th>19/20</th>
<th>20/21</th>
<th>21/22</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIF-St/Intersections (327)</td>
<td>410</td>
<td>547,307</td>
<td>624,683</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,171,990</td>
</tr>
<tr>
<td>DIF-St/Intersections (327)</td>
<td>420</td>
<td>685,075</td>
<td>500,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,185,075</td>
</tr>
<tr>
<td>DIF-St/Intersections (327)</td>
<td>430</td>
<td>0</td>
<td>1,050,000</td>
<td>1,278,920</td>
<td></td>
<td></td>
<td></td>
<td>2,328,920</td>
</tr>
<tr>
<td>DIF-St/Intersections (327)</td>
<td>440</td>
<td>0</td>
<td>255,925</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>255,925</td>
</tr>
<tr>
<td>Measure A (309)</td>
<td>410</td>
<td>547,307</td>
<td>(169,297)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>378,010</td>
</tr>
<tr>
<td>Measure A (309)</td>
<td>420</td>
<td>685,075</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>685,075</td>
</tr>
<tr>
<td>Measure A (309)</td>
<td>430</td>
<td>0</td>
<td>1,050,000</td>
<td>6,604,922</td>
<td></td>
<td></td>
<td></td>
<td>7,654,922</td>
</tr>
<tr>
<td>Measure A (309)</td>
<td>440</td>
<td>0</td>
<td>255,925</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>255,925</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>2,464,764</td>
<td>955,386</td>
<td>2,100,000</td>
<td>8,395,692</td>
<td></td>
<td></td>
<td>13,915,842</td>
</tr>
<tr>
<td>CARRYOVER</td>
<td></td>
<td>1,196,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this ________ day of________________, 2017, by and between the CITY OF NOVATO, a municipal corporation (hereinafter referred to as “City”) and AECOM TECHNICAL SERVICES, INC. (hereinafter referred to as “Consultant”).

WHEREAS, City desires to obtain professional services in connection with Capital Improvement Project 01-004, “Novato Boulevard Improvements Between Diablo and Grant”; and

WHEREAS, Consultant hereby represents to the City that Consultant is skilled and able to competently provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by reference. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from City.

Section 2. Time of Performance.

Subsections 2.A. and 2.B. are in the alternative. For purposes of this Agreement, Subsection 2.A. [X] 2.B. [ ] applies. (Check ONE box only.)

A. [Non Cost-Covered Services] The services of Consultant are to commence upon the execution of this Agreement and shall be undertaken and completed within the time limits set forth in Exhibit A. Such time limits may be amended by mutual agreement between the City and Consultant.

B. [Cost-Covered Services] Execution of this Agreement does not constitute authorization to proceed with the work described in the Scope of Services. Consultant shall not begin the work described in Exhibit A until after the City has issued a written Notice to Start Work, following verification by City staff that the project sponsor has deposited with the City adequate funds to pay for completion of the work described in Exhibit A. City and Consultant understand that it is the City’s policy for routine projects to obtain full payment from development applicants prior to execution of any consultant services agreements relating to the processing of development applications. In unusual circumstances (such as large, complex projects and projects where the City is serving as the applicant), City may allow deposit of processing costs in phases. In such cases, Consultant shall not begin work on any of the tasks described in Exhibit A until after the City has issued a written Notice to Start Work for that particular task. Each Notice to Start Work will specify the task authorized to be undertaken and will be issued only following verification by the City that the project sponsor has deposited with the City (or the City
has budgeted) adequate funds to pay for the completion of the authorized task. For all projects, following issuance of a Notice to Start Work, the services of Consultant shall be undertaken and completed within applicable time limits set forth in Exhibit A. Such time limits may be amended by mutual agreement between the City and Consultant. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from City.

Section 3. Compensation and Method of Payment.

A. Compensation. Consultant shall charge for services performed in accordance with the compensation schedule incorporated in Exhibit A, not to exceed a total amount of $165,614 (subject to adjustment as appropriate).

B. Method of Payment.

Subsections 3.B.(1) and 3.B.(2) are in the alternative. For purposes of this Agreement, Subsection 3.B.(1) [ ] 3.B.(2) [ ] applies. (Check ONE box only.)

(1) Monthly Statements. [Contract Planners, etc.] As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly to the City a statement of account which clearly describes the work for which the billing is submitted. Payments shall be made within 30 days of receipt of a proper invoice.

(2) Statements Following Completion of Work Tasks. [EIR Consultants, etc.] As a condition precedent to any payment under this Agreement, Consultant shall submit to the City a detailed statement of account which clearly sets forth the designated work tasks for which the billing is submitted. Payments shall be made within 30 days of receipt of a proper invoice. No payments shall be made for tasks which have not been satisfactorily completed.

C. Payment. City shall review Consultant’s statements and pay Consultant for services rendered hereunder at the rates and in the amounts provided hereunder in accordance with the approved statements.

Section 4. Standard of Quality. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of care ordinarily exercised by members of Consultant’s profession in the performance of similar service under similar conditions in the same locale.

Section 5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of implementing this Agreement this shall become the sole property of the City upon payment to the Consultant for such work, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Any use or reuse of such information and other documents by City except for the specific purpose for which such information was prepared, without the written authorization of Consultant shall be at City’s sole risk.

Section 6. Retention of Other Consultants, Specialists or Experts. Consultant will not retain or otherwise incur an obligation to pay other consultants, specialists or experts for services
in connection with this Agreement without the prior written approval of the City. In addition, the persons who shall provide the services agreed to be performed hereunder by Consultant are identified below. No other person may provide services under this agreement on behalf of Consultant without the prior, written consent of the City.

Names of Persons Permitted to Perform Under this Agreement

David Williams, PE, Project Manager
Rabindra Puttagunta, Traffic Lead
Lynn McIntyre, Environmental/Public Outreach Lead
Sherina Lam, Roadway Lead

**Section 7. Interest of Consultant.** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have and shall not acquire any investment or interest, direct or indirect, in real property which is located within the area covered by this Agreement. Consultant further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant’s services hereunder. Consultant further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

Consultant shall comply with the City’s conflict of interest code and all other conflict of interest laws, including but not limited to the Political Reform Act of 1974 and the regulations promulgated thereunder. Without limiting the generality of the foregoing and in the event that the Consultant is a “consultant” as defined in 2 Cal. Code Regs. § 18701(a)(2) or its successor regulation and is otherwise required by the City’s conflict of interest code to complete and execute the economic disclosure statement required under the City’s conflict of interest code, as a condition to commencing the work described herein, Consultant shall complete, execute and deliver to the City said economic disclosure statement.

**Section 8. Interest of Members and Employees of City.** No member of the City Council and no other officer, employee or agent of the City who exercises any function or responsibility in connection with the review, approval or carrying out of any project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, association, or other legal entity in which he/she is directly or indirectly interested. If Consultant learns of any such interest, he/she shall promptly disclose such interest in writing to the City Manager.

**Section 9. Liability of Members and Employees of City.** No member of the City Council and no other officer, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant, or for any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

**Section 10. Indemnification of City.** Consultant hereby agrees to defend, indemnify and
hold harmless the City from and against any and all claims to the extent arising out of Consultant’s breach of this Agreement and/or the willful misconduct or negligent acts, errors or omissions of Consultant relating to this Agreement. The City has no liability or responsibility for any accident, loss or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise, except to the extent caused by the active negligence or willful misconduct of City.

**Section 11. Consultant Not an Agent of City.** Consultant is not an agent of the City, and the City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City.

**Section 12. Compliance with Laws.**

A. **General.** Consultant shall comply with all applicable federal, state and local laws, code, ordinances and regulations. Consultant represents to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall, at all times during the term of this Agreement and for one year thereafter, provide written proof of such licenses, permits, insurance and approvals upon request by the City.

B. **Novato Business License.** Unless otherwise exempt, Consultant will maintain a valid City of Novato business license pursuant to Chapter VIII of the Novato Municipal Code during the term of this Agreement. Concurrently with execution of this Agreement, and upon request of City thereafter, Consultant will submit proof of compliance with this Subsection.

C. **Workers’ Compensation.** Consultant shall take out and maintain at all times during the life of this agreement, up to the date of acceptance of the work by the City, workers’ compensation insurance as required by the Labor Code of the State of California. The Consultant shall require all subconsultants similarly to provide such insurance for all of subconsultants’ employees. The amount of said insurance shall be $1 million per accident. Consultant certifies that it is aware of the provision of the California Labor Code which requires every employee to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.

D. **Injury and Illness Prevention Program.** Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. **City Not Responsible.** The City is not responsible or liable for Consultant’s failure to comply with any and all of said requirements.
Section 13. Insurance.

A. Minimum Scope of Insurance

(1a) Consultant agrees to have and maintain, for the duration of the Agreement, a Commercial General Liability insurance policy insuring him/her and his/her firm to an amount not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage.

(1b) In lieu of commercial general liability insurance, the Consultant may secure and maintain a minimum of Two Million Dollars ($2,000,000) of excess limit (umbrella) coverage on his/her homeowner’s or renter’s insurance policy.

(2) Consultant agrees to have and maintain for the duration of the Agreement an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than Five Hundred Thousand Dollars ($500,000) combined single limit per accident for bodily injury and property damage.

(3) Consultants shall have and maintain a Professional Liability insurance policy insuring him/her and his/her staff to an amount not less than Three Million Dollars ($3,000,000) per claim for injuries arising out of the negligent acts or omissions of Consultant in the rendering of services or the failure to render services under this Agreement.

(4) Consultant shall provide to the City all certificates of insurance with original endorsements reflecting coverage required by this section. Certificates of such insurance shall be filed with the City on or before commencement or performance of this Agreement.

(5) Any Consultant utilizing the services of a secondary consultant in the performance of this Agreement shall either provide the required insurance(s) for the type of service being provided by the secondary consultant or provide evidence acceptable to the City demonstrating that the secondary consultant has in effect the required insurance(s).

B. General Liability.

(1) The City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant.

(2) Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Consultant’s insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect Consultant’s obligations under this Agreement.
(4) Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

C. All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days’ prior written notice (except for 10 days’ notice for cancellation due to nonpayment of premium) by certified mail, return receipt requested, has been given to the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best’s rating of no less than A:VII.

Section 14. Assignment Prohibited. Consultant shall not assign any right or obligation pursuant to this Agreement without the City’s prior written consent. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

Section 15. Expiration and Termination of Agreement. Unless extended by mutual agreement or terminated pursuant to this section, this Agreement shall expire upon Consultant’s satisfactory and timely completion of the services contracted for hereunder. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City within its sole discretion upon written notice to the Consultant. Consultant may terminate this Agreement upon thirty (30) days’ written notice to the City only for good cause, including without limitation, serious illness or material breach of this Agreement by City. Consultant’s written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. Upon termination, all finished and unfinished documents, project data and reports shall, at the option of the City, become its sole property and shall, at Consultant’s expense, be delivered to the City or to any party the City may so designate. In the event of termination by the Consultant, the Consultant shall only be compensated for all work satisfactorily performed prior to the time Consultant delivers to the City the termination notice, unless other arrangements are agreed to by the City. In the event of termination by the City, the Consultant shall be compensated for all work satisfactorily performed prior to the time Consultant receives the termination notice, and shall be compensated for materials ordered by the Consultant, and services of others ordered by the Consultant prior to receipt of the City’s termination notice whether or not such materials or instruments of services of others have actually been delivered to Consultant or to the City, provided that the Consultant is not able to cancel such orders for materials or services of others. In the event this agreement is terminated pursuant to this section, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this agreement by the City pursuant to this section.

Section 16. Entire Agreement; Amendment. This Agreement, including Exhibit A and any other exhibits or attachments made a part hereof constitutes the complete and exclusive
expression of the understanding and agreement between the parties with respect to the subject matter hereof. All memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time by written agreement of the parties hereto.

Section 17. Litigation Costs. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys’ fees. In any action seeking recovery of monetary damages, the plaintiff shall not be considered to be the prevailing party unless it recovers at least sixty-six percent (66%) of the dollar amount requested in the complaint’s prayer for relief.

Section 18. Remedies. In addition to any other available rights and remedies, either party may institute legal action to cure, correct or remedy any default, enforce any covenant herein, or enforce by specific performance the rights and obligation of the parties hereto.

Section 19. Time of the Essence. It is understood and agreed by City and Consultant that time is of the essence in the completion of the work tasks described in the Scope of Services; provided, however, Consultant shall not be responsible for delays due to causes beyond Consultant’s reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

Section 20. Interpretation of Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and the City of Novato.

Section 21. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Novato
922 Machin Avenue
Novato, CA 94945

If to Consultant: AECOM Technical Services, Inc.
c/o Ramsey Hissen
100 W. San Fernando St., Ste 200
San Jose, CA 95120

Section 22. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

Section 23. Execution. This Agreement may be executed in several original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the
Section 24. Further Assurances. Each party to this agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party’s failure to provide, within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a repudiation of this agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance.

Consistent with the professional standard of care and except as otherwise expressly set forth herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF NOVATO

By: ________________________________
    Regan Candelario, City Manager

By: ________________________________
    Claudia Laughter, City Clerk

CONSULTANT

By: ________________________________
    Ramsey Hissen, VP, Bay Area Transportation Manager

Approved as to form:

________________________________
City Attorney of the City of Novato
CERTIFICATE OF MAILING  
[Use for Agreements to be funded through Cost Recovery Program]

A true and correct copy of the attached Consultant Services Agreement between the City of Novato and ______________________________, dated ____________________, was transmitted to the applicant/authorized agent by certified mail, return receipt requested.

Name Applicant/Authorized Agent: ________________________________________________

Address:


Dated: ___________________________   _______________________________

Claudia Laughter City Clerk
# Schedule A

## Professional Liability Insurance

### Requirements for Consultants

<table>
<thead>
<tr>
<th>Category I - $1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Services (Architects, Engineers)</td>
</tr>
<tr>
<td>Geotechnical Consultants</td>
</tr>
<tr>
<td>Special Testing and Inspection (concrete and asphalt testing, seismic and welding inspection)</td>
</tr>
<tr>
<td>Traffic Engineers</td>
</tr>
<tr>
<td>Building Inspection for City Projects</td>
</tr>
<tr>
<td>Engineering Inspection for City Projects</td>
</tr>
<tr>
<td>Financial/Fiscal Analysis</td>
</tr>
<tr>
<td>Real Estate Economics</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category II - $250,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aerial Mapping</td>
</tr>
<tr>
<td>Surveyors</td>
</tr>
</tbody>
</table>
Novato Boulevard Improvements Project

Scope of Services
for Program Management Support to the
City of Novato
### Task 1  Project Management

- Conduct Project Management and Control
- Develop & Maintain a Quality Control / Quality Assurance Plan
- Conduct Project Administration

### Task 2  Preliminary Engineering Studies

- 2.1 Review Project Information
- 2.2 Geometric Plans for Project Alternatives
- 2.3 Hydraulics & Hydrology
- 2.4 Utility Coordination
- 2.5 Conceptual Landscaping
- 2.6 Preliminary Right of Way Evaluation
- 2.7 Cost Estimates for Alternatives

### Task 3  Traffic Studies

- 3.1 Coordination

### Task 4  Environmental Studies

- 4.1 Coordination

### Task 5  Public Outreach

- 5.1 Coordination

### Assumptions
SCOPE OF SERVICES

This scope of services is specifically based on AECOM Technical Services, Inc. (AECOM) providing program management support services to the City of Novato for the environmental phase of the Novato Boulevard Improvement Project (Project). The Project limits are from Grant Avenue to Diablo Avenue, currently an existing two lane segment of Novato Boulevard.

Project Description

The City is currently undertaking the environmental phase of the Project with LSA under contract to the City to complete the environmental technical studies and environmental document and W-Trans under contract to the City to complete the supporting traffic studies. It is intended that AECOM would act as an extension of City staff to undertake additional studies needed for the roadway design and coordinate with LSA and W-Trans to complete the environmental phase of the project.

The key project components of the scope of services are as follows:

 TASK 1:  PROJECT MANAGEMENT
 TASK 2:  PRELIMINARY ENGINEERING STUDIES
 TASK 3:  TRAFFIC STUDIES
 TASK 4:  ENVIRONMENTAL STUDIES
 TASK 5:  PUBLIC OUTREACH

The technical approach for the key project components is described below.

TASK 1  PROJECT MANAGEMENT

AECOM will provide project management for each task for the assumed 9 month duration of the schedule from NTP to environmental document approval.

Management activities will consist of administration, coordination, attending meetings and quality control as stated in the following:

Conduct Project Management and Control

- Supervise, coordinate and monitor activities and product development for conformance with City standards and policies.

- Coordinate in-house design staff and sub-consultants to assure free and timely flow of information for each task activity.

- Develop and maintain project files

- Coordinate the planning and design effort with the City, the AECOM project team and the following:
  - LSA – City Environmental Consultant
  - W-Trans – City Traffic Consultant
  - Utility Companies

- Develop detailed Critical Path Method (CPM) schedule and submit updated schedule information to City on a monthly basis.

- Prepare for and attend the following meetings:
  - Kick-off and bi-monthly coordination meetings with City (and LSA and W-Trans, as needed). AECOM will attend meetings, and provide as needed agendas, discussion material and meeting notes (up to 5 meetings assumed)
  - Bi-weekly project coordination conference calls (up to 18 conference calls)
  - Design Workshop meetings with City, LSA and W-Trans (up to 2 assumed).

- Prepare and maintain a Data Request Log.

- Prepare and maintain a Submittals Registry including scheduled and actual submittal dates, review periods and receipt of comments,

- Prepare and submit monthly invoices with progress reports.
Develop & Maintain a Quality Control / Quality Assurance Plan

AECOM shall develop and establish a Quality Control / Quality Assurance (QC/QA) Plan and Procedures and conduct independent Quality Review of reports, plans, estimate and design documents. The QA/QC Plan and Procedures will also align with guidelines developed by Caltrans specifically for this project. AECOM shall

- Assure promulgation of and strict adherence to the QC/QA Plan and Procedures in the conduct of the work.
- Convene and document Quality Reviews, and make findings and corrective actions available for City review. Documentation of compliance with Project QA/QC plan is provided to City upon request or during project audits.
- Assure quality control procedures are strictly adhered to and properly documented throughout the entire course of the work.
- Assure widest dissemination of information to all affected disciplines and individuals.
- Perform a thorough review and verification of corrections by an Independent Reviewer

Conduct Project Administration

AECOM will perform the following project administrative duties:

- Prepare a monthly summary of total charges made to each task. This summary shall present the contract budget for each task, reallocated budget amounts, prior billing amount, current billing, total billed to date, and a total percent billed to date.
- Provide a summary table indicating the amount of firm participation each month based upon current billing and total billed to date.
- Provide a monthly invoice by task that will present charges by staff members at agreed to hourly rates, expense charges, and sub-consultant charges. Support documentation for Consultant direct expenses and sub-consultant charges will be attached.

Task 1 Deliverables

- Draft schedule with monthly updates (“pdf” format)
- Meeting agendas and draft/final meeting notes (“pdf” format)
- Data Request Log (“pdf” format)
- Submittal Registry (“pdf” format)
- Monthly invoices and progress reports

Task 2 Preliminary Engineering Studies

Preliminary engineering activities shall consist of the following:

2.1 Review Project Information

AECOM shall obtain and review available data and information necessary for providing support to the City for the Project. The information may be obtained from City, other local agencies, utility companies, and other agencies and organizations. Data to be reviewed includes the following:

- Previous plans, report(s) or documents related to the proposed project area
- As-built plans
- Utility information
- Aerial photos and any available mapping, including digitized topography
- Survey control data
- Preliminary layout plans
- Layout line alignment
Right-of-way information
Pertinent historical correspondence
Pavement geotechnical information by City geotechnical consultant
Existing traffic information including traffic counts, information related to TOS, and Bicycle and Pedestrian information.
Photographic records

AECOM will utilize the preliminary AutoCAD base mapping provided by City. AECOM will undertake one (1) field review to investigate and study the project area prior to commencing work on refining the preliminary engineering.

2.2 Geometric Plans for Project Alternatives
AECOM will use the geometric design scenarios developed by the City for a three lane roadway option and five lane roadway option and advance the preliminary design for two viable roadway alternatives that minimize right of way and environmental impacts. AECOM shall define the improvements for each alternative in sufficient detail to obtain consensus on the configuration and extents of the Project. Each alternative shall be analyzed to qualitatively compare cost, traffic operations, safety, environmental impacts, right of way and utility relocation requirements.

AECOM shall develop updated preliminary layout plans for each alternative that indicates lane, shoulder, bike lane, sidewalk, horizontal control, striping, signage and right of way requirements in AutoCAD format at 1” = 50’ scale (English Units).

AECOM shall develop typical cross sections for the roadway improvements for each alternative. Preliminary pavement sections will be based upon the information provided by the City geotechnical consultant.

Task 2.2 Deliverables:
- Preliminary geometric design mapping for each alternative (AutoCAD format)
- Preliminary layout plans for each alternative (1”=50’ scale) (“pdf” format, 5 hardcopies)

2.3 Hydraulics & Hydrology
AECOM shall investigate as-built plans and undertake a field review to evaluate locations of existing drainage systems and potential impacts due to the roadway improvements. AECOM shall develop base mapping for the existing drainage systems and proposed drainage system improvements. AECOM will evaluate the adequacy of the existing drainage systems based on current City requirements and evaluate the feasibility of enhanced drainage systems to address water quality and hydromodification requirements.

Task 2.3 Deliverables:
- Existing and proposed drainage base mapping (AutoCAD format)
- Technical memorandum summarizing drainage investigation (“pdf” format, 5 hardcopies)

2.4 Utility Coordination
AECOM will investigate the existing utility information compiled by the City. Any identified additional utility information shall be requested from the affected utility companies within the project vicinity. Existing utility information shall be shown on color-coded utility tracking plans and documented by owner, type, size, voltage and material in a utility tracking table and on plan sheets. Each utility type shall be included in a separate layer.

AECOM shall update the existing utility mapping for the project area, locate utilities that potentially conflict with the proposed improvements, and develop conceptual relocation plans for conflicting utilities. AECOM shall:
- Verify and obtain utility as-built maps
- Field review and update as-built utility information
- Verify/Update existing utility base mapping provided by the City
- Identify potential utility conflicts and preliminary major utility relocation requirements
- Prepare preliminary utility conflict matrix (i.e. utility owner, type of facility, location (station to station), depth, size, material, casing info., disposition of facilities, protected in place, relocate by others, concrete cap, etc.)
**Task 2.4 Deliverables:**

- Preliminary Utility Conflict Matrix ("pdf" format)
- Updated utility base mapping (AutoCAD format)
- Utility exhibits (1’=50’) ("pdf" format, 5 hardcopies)

AECOM assumes no potholing or field survey is required to confirm utility location records as part of the environmental phase of the project.

**2.5 Conceptual Landscaping**

AECOM shall develop conceptual landscaping plans for the project. The preliminary investigation will include one initial meeting with the City including representatives from the City Maintenance Department to identify preferred planting concepts and irrigation sources for the roadway corridor. AECOM will develop a draft landscaping concept plan based upon the initial meeting and then present the concept to the City at a second meeting. Comments from the second meeting will be incorporated into a final conceptual landscaping plan for the project.

**Task 2.5 Deliverables:**

- Conceptual Landscaping Plans (1’=20’ Scale)(Draft/Final)("pdf" format, 5 hardcopies)
- Conceptual landscaping and irrigation costs
- Responses to reviewer comments ("pdf" format, 5 hardcopies)

**2.6 Preliminary Right of Way Evaluation**

AECOM shall develop preliminary right of way cost estimates for the five lane option that has the most impact to adjacent properties and develop a preliminary right of way cost estimate for the three lane option as a percentage of the five lane option. AECOM assumes up to thirty (30) private parcels may require partial or full fee takes. Full fee takes for up to three (3) parcels are assumed. AECOM shall evaluate the preliminary right of way requirements developed by the City and update, if needed.

For the purposes of the preliminary right of way cost estimating, AECOM assumes the parcels with proposed acquisitions are free and clear of hazardous materials with marketable title. No contact will be made with owners or lessees of affected properties and no internal inspections of the properties are assumed. Title reports will not be ordered as part of this work. The right of way cost estimating will utilize resources such as sales data and listings available in the market, field inspections from the street, and interviews with brokers and Assessor’s information.

**Task 2.6 Deliverables:**

- Right of Way Cost Estimate Summary Memorandum (Draft/Final)("pdf" format, 5 hardcopies)

**2.7 Cost Estimates for Alternatives**

AECOM shall evaluate the previous cost estimates developed by the City for the project and update the cost estimates for the three lane and five lane alternatives. Costs will be based on mapping and design data developed previously by the City and updated by AECOM.

The preliminary cost estimate will be in English units and presented in a format acceptable by the City.

**Task 2.7 Deliverables:**

- Preliminary cost estimate (Draft/Final) ("pdf" format, 5 hardcopies)

**Task 3 Traffic Studies**

**3.1 Coordination**

AECOM will provide support to the City to coordinate with the City traffic consultant (W-Trans) on the project, and review findings from the traffic studies that will be summarized in a Traffic Report prepared by W-Trans.
Up to three (3) meetings between City, AECOM and W-Trans are assumed as part of the coordination efforts.

**Task 3.1 Deliverables**

- Traffic meeting agendas and draft/final meeting notes ("pdf" format)
- Review comments on the traffic studies ("pdf" format, 5 hardcopies)

**Task 4 Environment Studies**

**4.1 Coordination**

AECOM will provide support to the City to coordinate with the City environmental consultant (LSA) on the project. AECOM will coordinate with the City to provide project information requested by LSA to complete the environmental technical studies and environmental document. AECOM will review the findings from the technical studies and provide a peer review of the draft/final environmental document on behalf of the City.

Up to six (6) meetings between City, AECOM and LSA are assumed as part of the coordination efforts.

**Task 4.1 Deliverables**

- Environmental meeting agendas and draft/final meeting notes ("pdf" format)
- Review comments on the environmental studies and environmental document ("pdf" format, 5 hardcopies)

**Task 5 Public Outreach**

**5.1 Coordination**

The public outreach support to the City will include:

- Provide content and suggestions for creating and maintaining a project page on the City’s website
- Prepare public meeting notices, project fact sheets, and comment sheets for use at public meetings
- Arrange for mailers and newspaper ad and/or electronic media notice placement
- Arrange for translation of project collateral and meeting translation services if needed
- Prepare exhibits for public workshops coordinated and conducted by the City
- Coordinate and attend one (1) public workshop conducted by the City
- Attend up to two (2) City Council meetings to provide support to City staff who will present updates on the project
- Provide support to the City for Powerpoint presentations at the public workshop and City Council meetings

**Task 5.1 Deliverables**

- Electronic information updates for the City’s website
- Public Meeting Notices / Project Fact Sheets / Comment Sheets / Mailers / Ads / Electronic Media Notices ("pdf" format)
- Exhibits for public workshops ("pdf" format and Boards)
- Input to Powerpoint Presentations

AECOM assumes that the City will pay all costs associated with mailers, newspaper and/or electronic media notices, translation services, and public meeting venues fees.
ASSUMPTIONS

The estimate of labor hours and time scheduled to perform the work by AECOM is limited by the following assumptions and as may be noted elsewhere.

**General**

An iterative design process will be followed in order to develop the optimum build-alternative that best meets the geometric, operations, environmental, cost, right of way and safety requirements of the project. Once an optimum configuration is obtained, environmental clearance will be obtained for this build alternative.

**Permit**

Agency permit fees are not included. If needed, a no fee encroachment permit will be issued by City to AECOM to perform field studies within City right of way.

**Pavement**

AECOM will evaluate the existing pavement coring that the City recently did. No additional boring or other field testing of the existing pavement is included.

**Title Blocks**

All project deliverables will be prepared using City provided title blocks.

**Units**

All project deliverables will be prepared in English units.

**Computer Aided Design software**

The Civil 3D computer aided design software will be used by AECOM to aid in the preliminary design of the project. All plans and exhibits will be developed using AutoCAD.
CITY OF NOVATO INSURANCE REQUIREMENTS
FOR
GENERAL SERVICES AND CONSTRUCTION AGREEMENTS

**Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<table>
<thead>
<tr>
<th>Insurance</th>
<th>Minimum Coverage Limits</th>
<th>Additional Coverage Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commercial General Liability</td>
<td>$2 million per occurrence&lt;br&gt;$4 million aggregate&lt;br&gt;CIP $5 million, or as set forth in contract/bid documents</td>
<td>Coverage must be at least as broad as ISO CG 00 01 including products and completed operations. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.</td>
</tr>
<tr>
<td>2. Business Auto Coverage</td>
<td>$1 million Or as set forth in contract/bid documents</td>
<td>ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1 million per accident for bodily injury and property damage.</td>
</tr>
<tr>
<td>3. Workers’ Compensation and Employer’s Liability</td>
<td>$1 million Or Acknowledgement of No Workers’ Comp Insurance and Release Form</td>
<td>As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1 million per accident for bodily injury or disease. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.</td>
</tr>
<tr>
<td>4. Builder’s Risk</td>
<td>As applicable</td>
<td>Insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provision.</td>
</tr>
<tr>
<td>5. Professional Liability (if Design or Design/Build)</td>
<td>$1 million per occurrence or claim and $2 million policy aggregate</td>
<td>Contractor may submit evidence in the form of Course of Construction coverage.</td>
</tr>
</tbody>
</table>
6. Contractors’ $ 1 million per occurrence May also include Asbestos Legal Liability and/ or Errors and Omissions if project involves
Pollution Legal Liability $2 million environmental hazards.

Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions, and that if canceled for non-payment, then ten (10) days’ notice shall be given.

2. Liability policies shall provide or be endorsed to provide the following:
   a. For any claims related to this project, Contractor’s insurance coverage shall be primary as to the interest of the additional insured and any insurance or self-insurance maintained by City shall be excess of the Contractor’s insurance and shall not contribute with it; and
   b. The City of Novato and The City of Novato as the Successor Agency to the Dissolved Redevelopment Agency, their Officers, Officials, Employees, and Volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Verification of Coverage and Certificates of Insurance: Contractor’s insurance broker shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract.

Other Insurance Provisions:

1. Excluding Professional Liability, no other policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. As such, Contractor hereby waives such right with regard to the indemnitees.

2. Self-insured retentions above $10,000 must be approved by the City.

3. Sole Proprietors must provide a representation of their Workers’ Compensation Insurance exempt status.
# Acknowledgement of No Workers’ Compensation Insurance and Release

The undersigned, [all general partners in the California general partnership entitled __________________________; the sole shareholder of the corporation called __________________________; __________________________] (“Company”), agree, represent and warrant as follows:

1. That Company has been determined to be the lowest responsible bidder and has conditionally been awarded the construction contract for the City of __________________________ (“City”) project entitled “________________________” (“Project”). A condition to said contract for the construction of said Project is the provision, by Company, of workers’ compensation insurance for the Company’s employees performing work on and for the Project.

2. That neither the Company nor any of its partners, shareholders, directors or principals shall ever use, retain, employ or obtain the assistance of any person hired by the Company as an employee to perform work on or in connection with the Project.

3. That because the Company and all of its partners shall not retain employees to perform work on or in connection with the Project, the Company and all of its partners do not intend to secure workers’ compensation insurance for said Project.

4. That if at any time during the performance of the work required to complete the Project the Company or any of its partners employ and employee to perform any or all of said work, the undersigned and the Company shall, in writing, immediately notify the City of said employment, and with said notification, the Company shall supply to the City satisfactory evidence of workers’ compensation insurance.

5. That the Company and each of its partners, shareholders, principals and/or owners indemnify, release and hold the City harmless from any and all injuries, damages, costs, attorneys fees, expenses and liabilities of any sort caused to persons or property arising out of the work performed on or in connection with the Project, including but not limited to injuries caused to persons working on the Project, excluding the City’s sole or active negligence.

6. That the undersigned are all the general partners (shareholders, principals, owners, etc.) of said Company and are authorized to make this agreement and warranty on behalf of themselves and the partnership.

7. That the undersigned personally guarantee the obligations contained hereinabove.

[I] [We] declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<table>
<thead>
<tr>
<th>General Partner/Owner/Shareholder</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General Partner/Owner/Shareholder</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# UNDERWRITER/BROKER/AGENT’S CERTIFICATION

| City: |  |
| City Project Identification: |  |
| Entity Providing Contractual Services: |  |
| Insurer(s): |  |
| Best Rating(s): |  |
| Name and Title of Underwriter, Broker or Agent completing Certification: |  |

I, the undersigned insurance underwriter, broker or insurance agent, do hereby certify that I have examined the insurance specifications prepared by the City for the above-referenced project and have attached herewith company certificates of insurance and all endorsements specified in the insurance specifications.

I further certify that the coverages provided to the Contractor and described in the certificates of insurance and endorsements conform in all respects to the requirements set forth in the insurance specifications, including, but not limited to, the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance specifications;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance specifications;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance specifications have been provided and copies have been attached to the appropriate certificate of insurance.
5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A:VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

I understand that the City will not authorize the Contractor to initiate work on behalf of the City until this certification has been fully executed and returned to the City.

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Signature of Broker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Address</td>
<td>Date</td>
</tr>
<tr>
<td>Business Phone</td>
<td></td>
</tr>
</tbody>
</table>