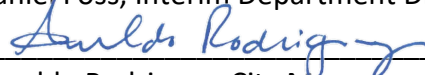




REPORT TO CITY COUNCIL

Approved by: 

Daniel Foss, Interim Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: B-6

SUBJECT:

Consideration of a Resolution Approving an Agreement with Tech Master Pest Management for Pest Control Services for 38 facilities.

RECOMMENDATION:

Adopt a Resolution Approving the Agreement with Tech Master Pest Management for Pest Control Services

SUMMARY:

The City currently has a month-to-month and as-needed agreement for pest control services. The City identified a need for these services and RFP No. 201920-11 was published and responses were received. Those responses were evaluated, and the above referenced recommendation was formulated.

DISCUSSION:

The City's previous pest control service provider Tamarack, which is now Orkin, contract has expired and the service provider who is currently on a month to month basis agreement did not bid at this time. Therefore, in March 2020, the City went out to public bid for the purpose of establishing an agreement to provide pest control services at various City locations. Vendors were allowed the opportunity to visit all sites and were advised of any specific requirements or restrictions for the various sites listed in the RFP.

Three vendors responded to the RFP. They are listed on Table 1.

Table 1: Vendor Price Per Year	
Tech Master Pest Management	\$10,190.00
Rid-X	\$24,720.00
Pest Master Service	\$44,615.73

It is staff's recommendation that the award be made to the lowest bidder, Tech Master Pest Management. Tech Master is a locally owned and operated business who received the RFP as part of our direct mail campaign to encourage local vendor participation. They have provided services to the City in the past on an as-needed basis and meet all of the requirements to provide this service to the City.

FINANCIAL IMPACT:

This agreement will be financed by money set aside for this purpose in various individual departmental budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this agreement is not addressed in the Vision or Action Plans and is not in conflict with the actions or goals contained in that plan.

ALTERNATIVES:

If Council elects to not adopt this Resolution, the Agreement with Tech Master Pest Management will not be executed. Regardless, the City will be in need of pest control services and would prepare and distribute a new RFP for Pest Control services and bring the responses to Council for consideration at a future date.

ATTACHMENTS:

1. Resolution – Approving an Agreement
 - a. Exhibit 1 – Pest Control Services Agreement
 - i. Exhibit A – Scope of Services
 - ii. Exhibit B – Insurance Requirements

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH TECH MASTER PEST MANAGEMENT FOR PEST CONTROL SERVICES

WHEREAS, the City has a need to secure Pest Control services from a qualified professional; and

WHEREAS, the City of Madera (City) issued a Request for Proposals (RFP) for Pest Control Services; and

WHEREAS, the City received three proposals in response to the RFP; and

WHEREAS, Tech Master Pest Management, has been identified as a firm having the necessary experience and qualifications to provide services under this Pest Control Services Agreement; and

WHEREAS, an agreement has been prepared between the City of Madera and Tech Master Pest Management, for Pest Control services that is in the best interests of both parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Agreement with Tech Master Pest Management, which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

Exhibit 1

CITY OF MADERA PEST CONTROL SERVICES

THIS AGREEMENT made and entered into on May 20, 2020, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and TECH. MASTER PEST MANAGEMENT hereinafter called "Service Provider";

RECITALS

- A. The City is in need of Pest Control Services and the City has issued a Request for Proposals (RFP) for Pest Control Services.
- B. City requires a Pest Control Services Agreement from a qualified professional service provider.
- C. Service Provider is a firm having the necessary experience and qualifications to provide services under this Pest Control Services Agreement.
- D. Service Provider represents and warrants that it is qualified to perform the Services required by the City as set forth under this Agreement; and
- E. After conducting an RFP process for Pest Control Services and after review and consideration, City desires to retain Service Provider to provide said services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby contracts with Service Provider to provide Pest Control Services, herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on May 21st, 2020.
2. Obligations, duties and responsibilities of Service Provider. It shall

be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies in accordance with the minimum service requirements as listed below:

2.1. Scope of Maintenance Services. Service Provider shall perform to the satisfaction of the City the services described in “Scope of Services” set forth in Exhibit A attached hereto and incorporated by reference herein.

3. Service Provider’s fees and compensation: amount, how and when payable.

3.1 Fees. For all the work and services, including supplies and equipment, pertaining to the Pest Control Services Agreement and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the “Fee” to be paid as hereinafter set forth.

3.2 Monthly Billings. Service Provider shall furnish City with itemized monthly billings for all services rendered under this Agreement and such payments shall be due and payable by City to Service Provider with thirty (30) days after presentation of approved invoices to City.

a. Cost Schedule

Facility	Cleaning Frequency	Total Monthly Cost	Total Annual Cost
City Hall 205 W. 4th St. Madera	Monthly	\$45	\$540
Public Works 1030 S. Gateway Dr. Madera	Monthly	\$75	\$900
John Wells Youth Center 701 E. 5th Street	Monthly	\$50	\$600
Police Department 330 South C Street	Monthly	\$40	\$480

Intermodal 123 North E Street	Monthly	\$35	\$420
Frank Bergon Senior Center 238 S. "D" St.	Bi-Monthly	\$60	\$720
Pan American Community Center 703 E. Sherwood	Monthly	\$45	\$540
Mexican American Center 716 Columbia	Monthly	\$35	\$420
Millview Community Center 1901 Clinton	Monthly	\$35	\$420
Engineering Office 205 W .4th Street	Monthly	\$25	\$300
Rotary Youth Hut 113 S. Q Street	Monthly	\$35	\$420
Wastewater Treatment Plant 13048 Road 21 1/2	Monthly	\$45	\$540
Station #56 317 N. Lake Street	Monthly	\$35	\$420
Station #57 200 S. Schnoor Street	Monthly	\$35	\$420
Madera Municipal Airport 4020 Aviation Drive	Monthly	\$35	\$420

Skate Park (In Rotary Park) 930 N. Gateway Drive	Monthly	\$35	\$420
Centennial Park Pool 221 Flume Street	Monthly	\$35	\$420
Millview Park 1924-1998 Storey Road	Monthly	\$35	\$420
Town & Country Park 2300 Howard Road	Monthly	\$35	\$420
Well Sites (19 Sites)	Semi-Annual (rotating schedule)	\$475	\$950
Well Sites (19 Sites)	As needed in addition to semi-annual schedule	\$25 each	
Total for all Facilities		\$770	\$10,190

4. Term of Agreement. This Agreement shall be effective on May 20, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through May 20, 2021, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in Section 8 of this Agreement. The City Council delegates to the City Manager the authority to extend the Agreement as provided in this Section. Any extension shall be documented in writing as an Amendment to Agreement signed by both parties.

5. Hold Harmless and Insurance Requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City. Service Provider acknowledges and agrees that at all times, Service Provider or any agent or employee of Service Provider shall be deemed at

all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Service Provider, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Service Provider or any agent or employee of Service Provider shall not have employee status with City, not be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Service Provider or any agent or employee of Service Provider is liable for the acts and omissions of itself, its employees, and its agents. Service Provider shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Service Provider's performing services and work, or any agent or employee of Service Provider providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Service Provider or any agent or employee of Service Provider. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Service Provider's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Service Provider performs work under this Agreement

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

5.3 Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera. A copy of the City's requirements for such insurance coverage is attached hereto as Exhibit "B"

6. Attorney's Fees/Venue. In the event that any action is brought to

enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

7. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination.

8.1 This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Service Provider shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

8.2 City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

- a. An illegal use of funds by Service Provider;
- b. A failure by Service Provider to comply with any material term of this Agreement;
- c. A substantially incorrect or incomplete report submitted by Service Provider to City.

In no event shall any payment by City or acceptance by Service Provider constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Service Provider the repayment to City of any funds disbursed to Service Provider under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

All notices shall be mailed to the City:

City of Madera
Public Works – Electrical/Facilities Operations Mgr.
1030 South Gateway Drive
Madera, CA 93637

To Service Provider:

Tech. Master Pest Management
926 Perkins Avenue
Madera, CA 93637

9. Compliance with Laws. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are specifically incorporated by reference into this Agreement.

9.2 Conflict of Interest. By executing this Agreement, Service Provider certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

9.3. Proprietary Information. In the performance of Services, Service Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Service Provider, such information must be held by Service Provider in confidence and used only in performing the Agreement. Service Provider shall exercise the same standard of care to protect such information as a reasonably prudent Service Provider would use to protect its own proprietary or confidential information.

9.4. Nondiscrimination Requirements. Service Provider shall comply with all state and federal laws in the administration and performance of this Agreement.

9.5. Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Service Provider to remove from, City facilities personnel of any Service Provider or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling,

offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

9.6. Public Records Act. Service Provider acknowledges that this Agreement and all records related to its formation, Service Provider's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

10. Notices. All notices and communications from the Service Provider shall be to City's Streets Operations Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated above.

11. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

12. Entire Agreement. This Agreement including the attachments and exhibits supersedes all prior negotiations, representations or agreements either oral or written with respect to the subject matter herein.

13. Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the County of Madera.

14. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

15. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

16. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed,

or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

17. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

18. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: _____
Andrew J. Medellin, Mayor

BY: _____
Mark Duarte, Tech. Master
Pest Management

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney

Exhibit A

Scope of Services

Service Provider to provide an environment, free from, but not limited to, the following pests:

1. Spiders, cockroaches and beetles
2. Crickets, and other hoppers
3. Ants (all species) earwigs, sow bugs, silverfish and other crawling insects
4. Fleas and other biting insects
5. Wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories.
6. Moths and other flying pests.
7. Weevils and other food pests.
8. Mice, rats and other rodents.

The pest control services will be performed in all listed buildings, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, walls / enclosures, kitchen, dining room, cafeteria, food preparation and storage areas, refuse containers and surrounding storage areas, offices, lavatory and shower areas hallways and lounge areas.

All Service Provider personnel working in or around City facilities will wear distinctive uniform clothing and identification.

The Service Provider must perform a thorough inspection during every service. Following each scheduled service, the Service Provider must submit a written report to the designated individual in the Public Works Dept. listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.

Should the scheduled services not be totally effective, or interrupt institutional activities, the Service Provider will be required to provide necessary services at alternate times agreeable to the City facility, at no additional cost. Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to the City.

- A. **PERFORMANCE REQUIREMENTS:** The Service Provider is to use the proper equipment and material to render the services to ensure safety for all human life, livestock and the environment. It is to be clearly understood that the equipment and pesticides used by the Service Provider for this contract are to

be within safe and legal guidelines.

Before an application is made, the Service Provider shall notify the Public Works Department designee of precautionary actions, if any, that may need to be taken. No chemical, substance, or product shall be applied to any City facility or site unless the Safety Data Sheet has been provided to the Public Works Department designee.

Service Provider shall not apply any pesticide product that has not been approved for the use by federal and state regulatory agencies. All pesticides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the State of California.

The Service Provider will be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. The Service Provider may not store chemicals or equipment on the facility site at any time.

Pesticide application will be according to need, and not by a routine schedule unless it is part of a regular preventative pesticide treatment or maintenance program in areas determined to be at risk for infestation by insects or rodents by inspection at the onset of the program.

B. SPECIAL REQUIREMENTS:

1. Due to security clearance requirements needed at the Police Department facility, the same technician(s) must be assigned for a minimum of one (1) year.
2. Service visits to well sites and water tower locations are to be scheduled in advance with the Public Works Department designee as these sites require Service Provider personnel to be accompanied by City personnel.
3. The material to be used at well sites are to be greater or the equivalent to:
 - a. Masterline Bifenthrin 7.9 Termiticide/Insecticide
 - b. Talstar PL Granular Insecticide

- C. START-UP:** The contract vendor shall be extended a 60-day grace period in order to eliminate pest problems that may have been present prior to the contract award. During this grace period, the facility will not process vendor complaints for failure to meet performance requirements of these specifications. This period shall give the Service Provider sufficient time to start

and thoroughly service all locations. The grace period will begin with the contract start date and continue for sixty (60) consecutive days.

If, within the sixty (60) day grace period, the pest control problem is determined to be on the increase and shows no improvement, the City reserves the right to terminate the grace period.

- D. EXTRA WORK: Service Provider shall, from time-to-time, be required to perform Extra Work of varying types. The following, though not inclusive, represents specific types of Extra Work that may be required and the conditions governing performance. Vendor will prepare a written quote for all Extra Work and in all cases of Extra Work, no such work may be performed without prior written authorization from City.
1. Service Provider may be required to eradicate pests and rodents, such as ground squirrels, gophers, moles, etc. Pursuit of such eradication measures and the use of pesticides and other chemicals or eradication techniques will be in accordance with all local, state and federal regulations governing the use of such agents or techniques. In no event shall the actions of Service Provider in effecting such eradication result in a danger to humans, domestic animals or plant life. Service Provider will be responsible for any damages that result from a violation of local, state, or federal regulations governing eradication agents or techniques and/or improper or negligent use of such agents or techniques.

Exhibit B

Insurance Requirements for Pest Control Services

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$1,000,000 Commercial General Liability** per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, sudden and accidental pollution and cleanup liability, and products and completed operations liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Such coverage shall include but shall not be limited to sudden and accidental pollution and cleanup liability and any coverage or limits required to meet all state and Federal requirements relating to the transfer of hazardous or contaminated materials in excess of the requirements herein. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Pollution Liability** per claim. Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental or gradual pollution and remediation. Such insurance shall also include but shall not be limited to any coverage required to meet all State and Federal requirements relating to the removal, transfer, use, or other activity involving hazardous or contaminated materials. The City, its officials, officers, agents, and employees shall be included insureds under the policy.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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