



City of Mission Viejo

Public Works Department

Brian Goodell
Mayor

Trish Kelley
Mayor Pro Tem

Wendy Bucknum
Councilmember

Bob Ruesch
Councilmember

Cynthia Vasquez
Councilmember

October 13, 2023

Subject: **Request for Proposal for the Update of the City's Pavement Management Program (PMP)**

To Whom It May Concern:

The City of Mission Viejo Public Works Department is requesting proposals from qualified consultants to assist in the update of the City's Pavement Management Program (PMP). The project description and scope of work are as follows:

1. INTRODUCTION

The City is seeking to retain the services of a qualified and experienced consultant to assist in the update of the City of Mission Viejo's Citywide Pavement Management Program. This program will be used to identify the needs of the network, establish cost-effective priorities for making improvements, and develop a long-range program (one to seven years) for implementation.

In the past, the City has contracted with consultants to prepare the entire program including the submittal of reports to the Orange County Transportation Authority (OCTA) summarizing information derived from the PMP.

For 2024, City staff wishes to have a consultant prepare the entire PMP. Therefore, the City would like to receive proposals for the following scope of work:

Perform a field survey/inspection of all arterial streets, update the pavement management system (PMS) database with the field survey/inspection information, enter all arterial street maintenance data reflecting work performed during the past two years, prepare Draft and Final Reports for the Updated Citywide Pavement Management Program that conforms to OCTA's requirements under its Measure M2 Program, prepare a comprehensive seven-year capital improvement program strategy for the City, and prepare a comprehensive binder containing detailed program reports. The Final Report for the Updated Citywide Pavement Management Program must be submitted to the City by **April 30, 2024**.



2. BACKGROUND

The City of Mission Viejo is located in south Orange County and is approximately 17 square miles in size. The population of the City is just under 100,000 and is 98% "built out" with less than 50 acres in undeveloped areas. The City has approximately 178 centerline miles of local and collector streets and 50 centerline miles of arterial highways. The land use is approximately 60% residential, 30% open space/recreation, and 10% commercial/light industrial.

The City's present maintenance program calls for slurry sealing the City's local streets on a seven-year cycle, and the majority of arterial roadways have been overlaid within the past six years. About 90% of the City's streets are considered to be in good to excellent condition.

Currently, the City uses the Metropolitan Transportation Commission (MTC) StreetSaver Online PMS software. The City has been using this software since 1998 with the exception of a period from 2010 to 2014 when the City was requested to use MicroPAVER pursuant to the requirements of the Orange County Pavement Management Program Guidelines for Renewed Measure M (also known as Measure M2). When the requirements were clarified in 2014, all data was transferred back to StreetSaver Online.

The City is required to submit to OCTA a report summarizing information derived from the PMP in order to be eligible to receive Renewed Measure M Transportation funds. **This report must be completed by April 30, 2024.**

3. SCOPE OF WORK

The general outline of the scope of work is as follows.

While it is believed that this scope includes all essential elements, those submitting proposals are advised to include any item which they believe has been overlooked. They may also note any required items which they believe to be excessive or unnecessary. The cost of such items should be separately noted in the proposal.

Services required to complete this project by the consultant will include:

- A. Meet with City staff to refine the project scope, establish key personnel, review project schedule, and answer any questions. The consultant's key personnel shall have a working knowledge of the StreetSaver Online PMS software and the data required to calculate the Pavement Condition Index (PCI) for each street segment. Attend up to three additional meetings with City staff before submittal of the Draft Report.
- B. A GIS dataset in digital format shall be included in this report. The required GIS data format can be either Esri Shapefile or Esri File Geodatabase. Additionally, the data must include essential metadata, such as the dataset title, tags, summary, description, and credits. The GIS dataset must consist of linear geographic features that represent road/street segments. All segments that are part of the report shall be included in the GIS dataset. The GIS data must have spatial reference information and have its coordinate system identified and embedded in or associated with the data file(s). All GIS data shall be in the NAD 1983 State Plane California VI FIPS 0406 (US Feet) coordinate system.

The necessary segment attributes shall include various details crucial for transportation data analysis. These attributes shall consist of the street name, a unique segment identifier, the names of intersecting roads at both the beginning and end of the segment, the current pavement condition index (PCI), the date of the most recent PCI inspection, the length of the road segment in feet, its width in feet, the paved area of the road segment in either square feet or square yards, and the projected PCI at the conclusion of the Seven-Year Road Maintenance and Rehabilitation Plan. The GIS dataset must comply with the requirements outlined in OCTA's *Countywide Pavement Management Plan Guidelines* dated April 2023.

- C. Create a Quality Assurance/Quality Control (QA/QC) Plan for the City based on the Model Quality Assurance/Quality Control Plan as shown in OCTA's *Countywide Pavement Management Plan Guidelines* dated April 2023. The QA/QC Plan requires the consultant to perform all evaluations of the pavement network based on the American Society for Testing and Materials (ASTM) Standard D6433. The QA/QC Plan must be approved by OCTA as part of the biennial submittal of the PMP to OCTA, and any changes required by OCTA to approve the QA/QC Plan will be the responsibility of the consultant to deliver to OCTA's satisfaction.
- D. Perform a re-evaluation of the City's entire street pavement network based on the guidelines specified in OCTA's requirements for Local Pavement Management Plan Certification under the Renewed Measure M Transportation Program. For the 2024 update, a field survey/inspection is required only for arterial streets on the City's Master Plan of Arterial Highways (MPAH), which consists of approximately 50 centerline miles (207 lane miles). The consultant is required to be familiar with the OCTA requirements for Local Pavement Management Plan Certification under the Measure M Program.
- E. The Program requires compliance with OCTA's Model Quality Assurance/Quality Control Plan, which specifies evaluations of the pavement network are based upon the American Society for Testing and Materials (ASTM) Standard D6433, and requires any field inspectors to have read and understood the Paver Distress Identification Manual: Asphalt-Surfaced Roads and Parking Lots and Paver Concrete Distress Identification Manual: Concrete Surfaced Roads and Parking Lots written by the U.S. Army Corps of Engineers and available for purchase from the American Public Works Association.

Update the existing StreetSaver database using data from the new field inspection as described above, and enter all street maintenance data reflecting work performed during the past two years (such as slurry seals/overlays in arterials, etc.).

- F. Prepare Draft and Final Reports for the Updated Citywide Pavement Management Program. The Final Report must be in a format that conforms to the OCTA requirements under its Measure M Program. The Draft Report must be delivered to the City of Mission Viejo by **April 9, 2024**. The Final Report must be delivered to the City of Mission Viejo no later than **April 30, 2024**. Consultant may be required to meet with City staff within five (5) days of submittal of the Draft and Final Reports to discuss comments. It is anticipated that changes will be made to both the Final and Draft Reports.

The consultant shall list in its proposal the various reports that will be included in the Draft and Final Reports. The City can provide samples of past reports which were acceptable to the City.

- G. Based on the updated pavement network inventory data, the consultant shall prepare, with input from City staff, a comprehensive seven-year capital improvement program strategy for the City. The strategy shall incorporate a constant annual funding amount and exhibit a logical sequence of annual rehabilitation recommendations.

Traditionally, if left to its own algorithms and outputs, a PMS program will recommend a specific street maintenance plan based only on a street's rating. This results in an annual rehabilitation plan in which overlays are proposed to occur all over the City. For example, the program might recommend for the same arterial segment overlaying the northbound direction but doing nothing to the southbound direction, while also overlaying a street one mile away, which in practice is not particularly conducive for construction.

The objective of the comprehensive seven-year capital improvement program strategy is for the consultant to use the updated PMS program data and, through sound engineering principles and practices, recommend a program to the City that will minimize inconvenience to the residents of a particular tract or area and result in a more efficient construction plan for our annual street rehabilitation projects.

What the City wants to avoid is rehabilitating streets in a patchwork way within a particular tract or area for several successive years when, in fact, the City could accomplish the same overall PCI by rehabilitating all the streets in the same year, but earlier than recommended. Even though the PMS raw data may recommend a rehabilitation strategy for several successive years, the City is looking for a consultant who understands that the results of a PMS are not cast in stone; can be flexible; and through engineering judgment can recommend a seven-year capital improvement program that is both efficient, effective, causes the least amount of inconvenience to the public, and results in a logical plan for construction.

- H. Make a presentation of the results of the pavement management program to designated City personnel.
- I. The consultant shall prepare a comprehensive binder containing detailed program reports, such as pavement section descriptions, budget scenarios, treatment needs, listing streets by PCI, alphabetically, by classification, by proposed rehabilitation year, district area, etc.
- J. The proposal shall also contain other information that the consultant feels is vital to the development of a comprehensive pavement management program.

4. PROPOSAL REQUIREMENTS

- A. Proposals must be submitted in an 8½" x 11" format (foldouts are acceptable).
- B. Submit four (4) copies of the proposal.

- C. Proposals must be submitted in a sealed envelope with "Citywide Pavement Management Program Update" marked on the outside. Enclose a fee estimate for the project in a separate, sealed envelope labeled "Fee Estimate for Citywide Pavement Management Program Update". Proposals and estimates must be received by the Department of Public Works, City of Mission Viejo, no later than **Friday, November 10, 2023, by 3:00 p.m.** Proposals shall be addressed to:

Hazel McIntosh, E.I.T.
Associate Engineer
City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691

The proposal shall be signed by an official authorized to bind the firm and shall contain a statement to the effect that the proposal is valid for ninety (90) days. It is anticipated that a contract will be awarded at the **December 12, 2024**, City Council meeting and a Notice to Proceed issued immediately thereafter. You will be notified before the end of the 90-day period of the City's decision regarding your proposal. Submitted proposals may also be expected to submit electronic copies upon request.

- D. All reports, drawings, and materials prepared under the contract become the sole property of the City of Mission Viejo and may not be reproduced without permission by the City.

5. **PROPOSAL FORMAT**

The consultant's proposal will be prepared in a "two-envelope" format. The first envelope will contain the technical proposal, which will include:

- A. **Scope of Work:** Indicate phases of work and tasks within each phase. Clearly describe the work and specifically identify items which are not included.
- B. **Related Projects:** List similar projects that your firm or sub-consultants have been involved with. Emphasis should be placed on experience preparing similar programs for cities in neighboring communities. (Note: please do not list projects that have not involved at least one member of the proposed project team.)
- C. **Project Team:** State the names of the project team, including the sub-consultants that will be utilized. Include the responsibilities of each team member in the project with their qualifications. Briefly state the experience of each team member relative to this type of project. Emphasis should be placed on experience preparing similar programs for cities.
- D. **Proposed Project Schedule:** A critical path method (CPM) type schedule for the project showing the major tasks and the time duration of each activity.

The second sealed envelope will contain the cost proposal, which will include:

- E. The names of the consultant's personnel who are to be involved, their titles, and hourly rates for their services.

- F. An estimated fee for the project showing the estimated number of hours and cost for each person involved with the project.
- G. A total cost estimate for the project with a separate fee itemized for each major activity for the chosen alternative(s) as listed in the “Scopes of Work” section above.
- H. A listing of standard hourly rates for extra work.

6. CRITERIA FOR SELECTION

- A. Ability of the consultant to perform the specific tasks outlined in the RFP.
- B. Qualifications of the specific individuals, who will be significantly involved in the project.
- C. Amount of time that key personnel will be involved in their respective portions of the project.
- D. Timeliness of the proposed project schedule.
- E. Demonstrated record of success by the consultant, including all sub-consultant members, on work previously performed for the City of Mission Viejo and/or for other municipalities.
- F. Degree of responsiveness with regard to the consultant addressing the items listed in the RFP.
- G. The City reserves the right to reject any or all proposals or to request and obtain, from one or more of the consulting firms, supplementary information as may be necessary for City staff to analyze the proposal pursuant to the consultant selection criteria.
- H. The City may require consultants to submit additional documents before the ultimate selection of a consultant team is made. These additional documents could encompass revisions of the submittal criteria in response to the nature and scope of the initial proposals.
- I. The City of Mission Viejo will negotiate a contract and final fee with the consultant that best meets the evaluation criteria. The City reserves the right to negotiate a contract with the second ranked firm if a final fee cannot be agreed upon with the first firm selected.
- J. The City of Mission Viejo will require the consultant to enter into an Agreement with the City that contains specific insurance requirements as outlined in “Exhibit A,” attached hereto.
- K. The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more of the firms responding to this RFP.

If you have any further questions, please do not hesitate to contact me at (949) 470-8458 or hmcintosh@cityofmissionviejo.org.

Sincerely,

A handwritten signature in black ink that reads "Hazel McIntosh". The signature is written in a cursive, flowing style.

Hazel McIntosh, E.I.T
Associate Engineer

Attachment: Exhibit "A"

cc: Mark Chagnon, Director of Public Works
Rich Schlesinger, Deputy Director/City Engineer
Amanda Bajhart, Associate Engineer
Gail Shiimoto-Lohr, GSL Associate

EXHIBIT A

INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of City and in accordance with the requirements set forth herein. Consultant agrees to submit insurance coverages described herein before any work is performed pursuant to this Agreement.

General Liability Insurance. Consultant shall maintain a policy of general liability insurance against any and all claims arising out of or in connection with the work performed under this Agreement. Coverage provided shall be at least as broad as ISO form CG 00 01 in an amount not less than one million dollars (**\$1,000,000.00**) per occurrence, two million dollars (**\$2,000,000.00**) general aggregate, for bodily injury, personal injury, and property damage. The policy shall be endorsed to reflect that the per occurrence and aggregate coverage shall apply on a per PROJECT basis; claims on other projects shall not erode the coverage available to the City. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for “Any Auto, Symbol 1” or its equivalent “any owned, hired, non-owned, or rented vehicles”, in an amount not less than one million dollars (**\$1,000,000.00**) combined single limit for each accident. If the Consultant does not own any company vehicles, the requirement may be satisfied by providing a Personal Automobile Liability policy for the Consultant’s vehicle. The Consultant may use an umbrella policy or a non-owned auto endorsement to the Commercial General Liability policy to meet the limits if the Consultant’s auto insurance does not offer the \$1,000,000 combined single limit. This coverage is only required when the Consultant drives on behalf of the City to perform the activities arising out of or in connection with Work to be performed in this agreement.

Workers' Compensation/Employer's Liability. Consultant shall maintain workers’ compensation insurance with statutory limits and employer’s liability insurance in an amount not less than one million dollars (**\$1,000,000.00**) per accident for bodily injury or disease for Consultant’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. Consultant shall furnish to City a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. If Consultant is a sole ownership/ proprietorship and does not have any employees, Consultant shall certify such facts to the City by completing a “Declaration of Non-Employer Status” declaring such and worker’s compensation coverage shall not be required.

Professional Liability Insurance/Errors and Omissions. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars (**\$1,000,000**) per claim and two million dollars (**\$2,000,000**) in the aggregate. If coverage is provided under a claims-made policy, any policy inception date, continuity date, or retroactive date must be before the effective date of the

agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Umbrella or excess liability insurance. [If required to meet higher limits]. Consultant shall maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, professional liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, professional liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Consultant and City further agree as follows:

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits on 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 or limitation of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5. For purposes of insurance coverage only, this Agreement will be deemed enforceable immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards the performance of this Agreement.
6. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors/ subconsultants.
7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and which hold a minimum "Best's" Insurance Guide rating of "A:VII."
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
9. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. The insurance certificate and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to require complete, certified copies of all required insurance policies, at any time. Insurance certificates and endorsements must be approved by City's Risk Management prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter.
10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages; failure to do so shall be deemed a material breach of this Agreement and may subject this Agreement to termination or the City unilaterally replacing the policy(s) at Consultant's sole expense, without prior notice.
11. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.
12. Consultant acknowledges and agrees that any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any requirement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

13. Consultant agrees to require all subcontractors/subconsultants or other parties hired for this project to provide proof of insurance coverage as outlined above before work is performed by said subcontractors/subconsultants or other parties pursuant to the Agreement. Consultant agrees to obtain certificates evidencing such coverage and to ensure that such coverage is provided as required herein. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's subconsultant/subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant shall be required to ensure that its subcontractor/subconsultant provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractors/subconsultants scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this agreement. This provision does not relieve the Consultant of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors/subconsultant. This provision is intended solely to provide Consultant with the ability to utilize a subconsultant/subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this agreement given the limited scope of work or services provided by the subconsultant/ subcontractor. Consultant agrees to require that no contract used by any subcontractors/ subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subcontractors/subconsultants or others with whom Consultant contracts with on behalf of City will be submitted to City for review for competency with this Agreement. Failure of City to request copies of such agreement will not impose any liability on City, or its employees, officers, officials, agents, and volunteers, nor does it waive or limit City's right to subsequently ask for the copies.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended, to City's reasonable satisfaction, so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor or recommend the handling of any such claim or claims if they are likely to involve City. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
16. The insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.

17. Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before City's own insurance or self-insurance shall be called upon to protect it as a named insured. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
18. Duration of coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subcontractors/subconsultants.
19. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors/ subconsultants.
20. Additional Insured Status. General liability, automobile liability, professional liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.
21. Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
22. Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall be responsible for notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.
23. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

24. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
25. Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.