

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

**CONTRACT NO. \_\_\_\_\_**

**SHORT TITLE OF WORK PROJECT: WAM Development and IRIS/BETR/ Background system support\_**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Bergent Corporation, hereafter called Contractor. The City's Project Manager for this contract Gary Bevans.

**Effective Date and Duration**

This contract shall become effective on December 1, 2001 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on June 30, 2002.

**Statement of Work**

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$63,000 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

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**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): Bergent Corporation  
Address: 16312 NE 93<sup>rd</sup> Street, Vancouver, Wa 98682  
Social Security #: \_\_\_\_\_  
Federal Tax ID #: 880404428 State Tax ID #: \_\_\_\_\_ Business License # 652687  
Citizenship: Nonresident alien ☐ Yes ☐ No  
Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation  
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: \_\_\_\_\_  
Signature/Title Date

**CITY OF PORTLAND SIGNATURES**

Approved by Mayor or Commissioner: \_\_\_\_\_  
Elected Official or Delegate Date

Approved by Bureau Director: \_\_\_\_\_  
Bureau Director Date

Approved by City Auditor: \_\_\_\_\_  
City Auditor Date

Approved as to form  
by City Attorney:  
(Rev.07/00) \_\_\_\_\_  
Office of City Attorney Date

**CITY OF PORTLAND**  
**STANDARD CONTRACT PROVISIONS FOR**  
**PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

**1. Access to Records**

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

**2. Audits**

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

**3. Effective Date and Duration**

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

**4. Funds**

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

**5. Early Termination of Agreement**

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

**6. Payment on Early Termination**

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

**7. Remedies**

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

**8. Subcontracts and Assignment**

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

**9. Compliance with Applicable Law**

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

**9a. Indemnity - Claims for Other than Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.

**9b. Indemnity - Claims for Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement.

**9c. Indemnity - Standard of Care**

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

**10. Insurance**

Exhibit C is hereby referenced and made a part of this contract.

**11. Ownership of Work Product**

All work products of the Contractor which result from this contract are the exclusive property of the City.

**12. Nondiscrimination**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

**13. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

**14. Severability**

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

**15. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

**16. Errors**

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

**17. Governing Law**

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

**18. Amendments**

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, if the original contract required an ordinance, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If the original contract did not require an ordinance, the commissioner-in-charge may approve an amendment increasing the amount of compensation, provided the total contract price does not exceed the formal bid threshold amount set annually by the City Auditor. The Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

**19. Business License**

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.030 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement.

**20. Prohibited Interest**

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

**21. Payment to Vendors and Subcontractors**

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

**Merger Clause**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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**OPTIONAL PROVISIONS** (selected by City Project Manager)

**22. Arbitration: / ☒ / Not Applicable / ☐ / Applicable (consult with City Attorney's Office before finalizing as applicable)**

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

**23. Progress Reports: / ☐ / Applicable / ☒ / Not Applicable**

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

**24. Contractor's Personnel: / ☐ / Applicable / ☒ / Not Applicable**

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A.

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES  
EXHIBIT A**

**Statement of the Work  
and  
Payment Schedule**

**Project Objective:**

Contract with Bergent Corporation for the development of a timekeeping/work assignment system and the continued maintenance and enhancement to the BOEC Expense Tracking System (BETR) and the Incident Research and Inquiry System (IRIS).

**RECITALS:**

**Selection of Bergent Corporation as sole source vendor**

Based on experience and knowledge related to the development of the BETR and IRIS systems, work to date on the work assignment module/timekeeping system and overall knowledge and relationship with BOEC since 1997, Bergent Corporation is qualified as a sole source for the maintenance/enhancement of the BETR and IRIS systems and for development of the work assignment module/timekeeping system. Bergent Corporation agrees to this project responsibility.

**Summary of System Development History**

The BETR system was implemented July 1, 1997. It allows the capture and process of expense information from the initial request, logs each approval step, supports the review process and allows processing of payment requests along with on line reporting. It is a data base system with distributed BOEC multi user access.

The IRIS system was implemented July 1, 1998. It automates the 9-1-1 call complaint or inquiry process. Each request is entered into the system, logging the requestor, who entered the record, and tracks the complaint through each step of the review process. The research services area pulls the analog master tape and makes a digital recording of the original call, which is connected to the IRIS record, and allows review of the call via the computer system by remote work stations.

BOEC desires to replace the BOEC Automated Timekeeping System (BATS) with a new system. Additional objectives are to improve the data capture level, inquiry and on-screen/printed reporting capabilities; reduce staff time in report production, data research, timekeeping processing and timekeeping submission to IBIS.

**This Contract**

This contract is the second PTE contract between BOEC and Bergent and allows for maintenance and enhancement of the BETR and IRIS systems and additional enhancement to the work assignment module/timekeeping system. This contract funds up to 840 hours of work, to be billed at \$75 per hour, NTE total of \$63,000. This contract is to be effective December 1, 2001 through June 30, 2002.

Payment is to be made on a NTE basis, with work objectives and payment agreed upon in advance for specific development/maintenance/enhancement steps within the systems. Work assignment under this contract will be made by BOEC with acceptance of the work to be based on successfully error free installation and system function. It is anticipated that work under this contract will be assigned in specific modules or enhancement definitions that require about 2 months of contractor effort to complete, prior to work activity on the next assignment.

**Services**

**Bergent shall perform the following services:**

Work Assignment Module: Complete work assignment module with the following features, which will allow creation of work schedule by ECS. This does not include connection of work schedule to time keeping processing or submission of time keeping data to central payroll. Timekeeping will require re-entry of data from time sheets to BATS system, as is currently done.

Overtime - Complete forced and voluntary overtime employee sign up and supervisor assignment process in the system. Including email notifications of supervisor OT assignment to employees.

Employee Skill Sets – Supervisor ability to change the skill sets of employees to be able to schedule them appropriately with the new skill.

Change in Shift Assignments – Shift change process needs to be refined, including trading, new shifts, newly certified and twice a year sign up process.

Change in Shifts – Ability to add or remove a shift, as they can change at any time by mutual agreement with the union.

New Work Positions – Ability to add or remove new work positions as needed, such as Rose Festival.

Note Ability – Ability to include some kind of notation to a cell and create a flag in the cell to indicate a note exists, similar to feature in Excel.

Program Track Changes – Program track changes to the schedule after the scheduler has locked the day's schedule.

ECO Connection – Create ability for ECO staff to sign up for overtime, create sick leave and vacation leave request and submit via system with e-mail notifications.

Part Time People – Define how to schedule part time people.

Automatic Schedule – Continue towards system ability to create schedule, at least proposed schedule, including tracking of work assignment history. Include work history calculation in dispatch location assignment by system.

Schedule online report and printable report: Improve initial schedule report to allow ECO, ECS and other user viewing. Report is to continue to look like the current schedule form.

Report: create report accessible from work schedule screen which allows viewing of employee schedule for the day.

Automatic info flow into BATS: Create electronic flow of data into BATS.

Administrative Time reporting: Create administrative time reporting process, with connection to BATS.

Timekeeping System (This section repeated from prior contract, provides overview of long term Timekeeping System development goals.)

Bergent's goals for this project are to develop a timekeeping system that:

- Automates the Work Assignment Process (to be used by ECS to assign work to ECOs)

- Automates the Processing of Administrative Time Reporting

- Allows for automation and connection of various information related to timekeeping into this system, examples are:

  - Personnel information, such as skill changes and shift changes.

  - Coach/Trainee assignments.

  - Voluntary and Forced overtime assignments.

- Allows floor personnel to view work schedules from their assigned location, and to receive and respond electronically to work schedule notifications such as availability of overtime or to submit leave requests.

- Allows Submission of Operations Floor Personnel Time to BOEC Timekeeper

- Allows BOEC Timekeeper to review and modify information as needed.

- Allows BOEC Timekeeper to coordinate with employee and supervisor on questionable/conflicting entries.

- Allows Submission of BOEC Time information to City Payroll (Replaces the current BATS system).

- Automate the Creation and Submission of POPT forms and PANs.

- Allows for historical tracking of work activity by assigned location in dispatch and call taking by ECO and location.

- Allows for tardiness tracking, off the floor tracking and other special reporting needs.

This contract allows for modification of the work assignment module to allow for POPT adjustments, expansion of the personnel file area, creation of an administrative time reporting process, viewing of the schedule by operations staff via OA work stations, operations staff sign up for overtime and submission of leave requests via OA work stations.

BETR/IRIS/ Background systems

Approximately 200 hours of funding provided for BETR/IRIS/Background System enhancements.

IRIS: It is anticipated that Bergent will provide IRIS modification to utilize the digital recording unit in process of purchase. It is anticipated that this work will begin after the digital recording system to be purchased from Qwest is installed and accepted by BOEC, approximately three months after equipment installation. This enhancement to IRIS is expected to start in the January/February 2002 time period and required an estimated 80 hours of work.

IRIS: Modify IRIS to allow email notifications to Research Requests mail box to be toggle on or off by system administrator. Modify IRIS to enable users to identify request as Expedited type, at any time including after record submission to Research. Allow email notification to Research Requests of Expedited class selection, even after initial record submission. Add Expedited selection option to main inquiry selection screen within IRIS. Estimated time is 20 hours.

**EXHIBIT B**  
**INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT**

**SECTION A**

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Entity \_\_\_\_\_

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.
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**SECTION B**

**ORS 670.600 Independent contractor; standards.** As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

\_\_\_\_\_  
Project Manager Signature

\_\_\_\_\_  
Date

**SECTION C**

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- \_\_\_\_\_ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- \_\_\_\_\_ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- \_\_\_\_\_ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- \_\_\_\_\_ D. Labor or services are performed only pursuant to written contracts;
- \_\_\_\_\_ E. Labor or services are performed for two or more different persons within a period of one year; or
- \_\_\_\_\_ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



## EXHIBIT C

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below).

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

2. ☒ Required and attached or Waived by City Attorney : \_\_\_\_\_

General Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

3. \_\_\_\_\_ Required and attached or Waived by City Attorney : ☒ \_\_\_\_\_

Automobile Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. \_\_\_\_\_ Required and attached or Waived by City Attorney : ☒ \_\_\_\_\_

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.

6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.