

**AGREEMENT FOR FIREWORKS EVENT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND PYRO SPECTACULARS INC.**

THIS AGREEMENT FOR FIREWORKS EVENT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Pyro Spectaculars, Incorporated, a California Corporation (hereinafter referred to as "PYRO" or "Pyro").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by PYRO, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. PYRO shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay PYRO for work performed in accordance with Exhibit "C".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. PYRO acknowledges, represents and warrants that PYRO is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. PYRO shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be PYRO's sole responsibility.
2. Brokers. PYRO acknowledges, represents and warrants that PYRO has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, PYRO shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without PYRO's consent. Notwithstanding the foregoing, PYRO shall not be obligated to assign any proprietary software or data developed by or at the direction of

PYRO for PYRO's own use; provided, however, that PYRO shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of PYRO to conduct any inspections PYRO has agreed to perform pursuant to the terms of this Agreement. PYRO shall be solely liable for said inspections performed by PYRO. PYRO shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by PYRO hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to PYRO, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to PYRO. City shall furnish PYRO to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of PYRO's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of PYRO.

6. Records. PYRO, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". PYRO, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after PYRO's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and PYRO.

8. Additional Assistance. If this Agreement requires PYRO to prepare plans and specifications, PYRO shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and PYRO shall issue any necessary addenda to the plans and specifications as requested. In the event PYRO is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. PYRO acknowledges, represents and warrants that PYRO is skilled and able to competently provide the services hereunder, and possesses all

professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of PYRO as a material inducement to enter into this Agreement. PYRO shall perform in accordance with generally accepted professional practices and standards of PYRO's profession.

10. Business License. PYRO shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by PYRO of the project or services hereunder, immediately upon written notice to PYRO. In the event of any such termination, PYRO shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by PYRO for this Agreement, prior to PYRO's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that PYRO is not able to cancel such orders. Compensation for PYRO in such event shall be determined by the City in accordance with the percentage of the project or services completed by PYRO; and all of PYRO's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should PYRO fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. PYRO shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of PYRO's breach of this Agreement.

13. Conflict of Interest. PYRO acknowledges, represents and warrants that PYRO shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. PYRO further acknowledges, represents and warrants that PYRO has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. PYRO acknowledges that in the event that PYRO shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, PYRO hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of PYRO's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. PYRO's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by PYRO or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against PYRO because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. PYRO, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. PYRO shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. PYRO shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

18. Limitations Upon Subcontracting and Assignment. PYRO acknowledges that the services which PYRO shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, PYRO shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by PYRO, PYRO shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by PYRO and subcontractor. Any attempt by PYRO to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a

material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in PYRO or twenty-five percent (25%) or more the voting control of PYRO (whether PYRO is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of PYRO or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or PYRO's assets occurs, which reduces PYRO's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. PYRO shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. PYRO shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between PYRO and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by PYRO.

23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by PYRO hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by PYRO, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

25. Notice. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, returned receipt requested, postage prepaid, as follows.

City: City of Redondo Beach  
Community Services Department  
1922 Artesia Boulevard  
Redondo Beach, CA 90278  
Attention: Community Services Director

PYRO: Pyro Spectaculars, Inc.  
PO Box 2329  
Rialto, CA 92377  
Attention: James Souza, President

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, PYRO shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by PYRO against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. PYRO acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, PYRO warrants as follows: PYRO possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its



intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by PYRO, at PYRO's expense, including shipping. PYRO shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of PYRO warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of PYRO, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of PYRO.

35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 8<sup>th</sup> day of June, 2021.

CITY OF REDONDO BEACH

Pyro Spectaculars, Inc.

\_\_\_\_\_  
William C. Brand, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, CMC, City Clerk

APPROVED:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney



## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES**

PYRO shall perform the following duties during the term of this Agreement:

1. Permit Filings. All permits required by Federal agencies, California Office of the State Fire Marshal, City of Redondo Beach, Redondo Beach Fire Dept., US Coast Guard and FAA in accordance with U.S., State and local laws will be submitted by Pyro Spectaculars, Inc. after endorsement and approval. City of Redondo Beach, Redondo Beach Fire Dept., its officers and agents and public safety agencies will be listed as additional insured on general liability and SCIF Workers Comp policies.
2. Storage and Delivery of Product (Pyrotechnic 1.3G Explosives). Fireworks will be delivered via secured Hazmat licensed box truck at to a location on the public access road west of Seaside lagoon on a date and time mutually agreed upon by City and PYRO closer to the date of the performance, but no later than one week prior to June 30, 2021. Hazmat Transportation Permit documents include the travel route of the truck and shall be made available to City upon request. Product shall remain secured inside the truck or transferred to a secure area until firing site is secured; and, at such a time licensed operator in charge and/or Redondo Beach Fire Department determines display is ready for product loading.
3. Itemized List of Pyrotechnic Display Equipment. Equipment list includes wooden 3" - 6" mortar rack and HDPE Mortar Guns constructed in accordance with and exceeding California State Fireworks Law Title 19 requirements and approved rack stabilization methods. PYRO shall use an electronic firing system with built in safeguards consistent with California Fireworks Law; and all applicable modules, cables, connectors related to the firing system shall also be consistent with California Fireworks Law. PYRO shall utilize E-match, quick match and 22-2 low voltage zip wire are used to connect fireworks to firing strips or modules. Fire suppression equipment: PYRO utilizes multiple 2.5 gallon pressurized water extinguishers. PYRO also provides foil and Visqueen (polyethylene plastic) for display protection until display time in the event of inclement weather conditions. The shell count list is detailed in the following table:

**Product Synopsis • Pyrotechnic Proposal**

**City of Redondo Beach**

**PROGRAM A – July 4, 2021**

**\$30,000.00**

**Main Body - Aerial Shells**

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	260
◆ 4" Souza Designer Selections	150
◆ 5" Souza Designer Selections	96

**Total of Main Body - Aerial Shells 506**

**Grand Finale**

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Bombardment Shells	108
◆ 3" Souza Designer Bombardment Shells	110
◆ 4" Souza Designer Bombardment Shells	60
◆ 5" Souza Designer Bombardment Shells	18

**Total of Grand Finale 296**

**Grand Total 802**

4. PYRO shall perform one land-based production which shall take place on July 4<sup>th</sup>, 2021 at approximately 9:00 PM on the public access road west of Seaside Lagoon (the "Production"). PYRO is responsible for providing all pyrotechnic equipment, product, as well as trained and licensed pyro technicians, shipping, set up, operation, strike, clean up and load out.

5. PYRO is responsible for the removal of all equipment provided by Pryo and clean up any live pyrotechnic debris. City shall be responsible for any other cleanup which may be required of the production or set-up, discharge and fallout areas including any environmental cleanup.

City shall perform the following duties during the term of this Agreement:

1. Provide adequate security personnel, barricades, and Police Dept. services as may be necessary to preclude individuals other than those authorized by Pyro from entering an

area to be designated by Pyro as the area for the set-up and discharge of the Production, including a fallout area satisfactory to Pyro such that the pyrotechnics may safely rise and any debris may safely fall. Pyro shall have no responsibility for monitoring or controlling City's other contractors, providers or volunteers; the public, areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

2. Provide any other necessary permits, paying associated fees, and making other appropriate arrangements for Public Safety, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government other than that described in section 1 of Exhibit "A" above.

**EXHIBIT "B"**  
**SCHEDULE FOR COMPLETION**

Term. This Agreement shall commence on June 8, 2021 and shall continue until August 17, 2021, unless otherwise terminated as herein provided.

The land-based fireworks display shall take place on Sunday, July 4, 2021 at approximately 9:00 P.M. or at a time to be determined by City and shall be located adjacent to Seaside Lagoon, 200 Portofino Way, Redondo Beach, CA 90277.

**EXHIBIT "C"**  
**COMPENSATION**

Provided Pyro is not in default under this Agreement Pyro shall be compensated as provided below.

1. **AMOUNT.** City shall remit an amount not to exceed \$30,000 during the term of this Agreement to be distributed as follows:
  - City shall remit \$15,000 prior to the event as a deposit; and
  - City shall remit \$15,000 with post-event reconciliation; but no later than August 17, 2021.
2. **METHOD OF PAYMENT.** Pyro shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Pyro may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** City agrees to pay Pyro within thirty (30) days of receipt of monthly invoices deemed satisfactory by City and as described in Section 1 above.
4. **NOTICE.** Written notices to City and Pyro shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties:

City:           City of Redondo Beach  
                  Community Services Department  
                  1922 Artesia Boulevard  
                  Redondo Beach, CA 90278  
                  Attention: Community Services Director

PYRO:         Pyro Spectaculars, Inc.  
                  PO Box 2329  
                  Rialto, CA 92377  
                  Attention: James Souza, President

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

Without limiting Consultant’s indemnification obligations under this Agreement, Consultant 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 the Consultant, its agents, representatives, or employees.

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers’ Compensation insurance as required by the State of California.

Employer’s Liability Insurance.

#### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.



### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.