



CITY OF NOVATO
CALIFORNIA

REQUEST FOR PROPOSALS
for
COMMERCIAL PROPERTY MANAGEMENT AT THE NOVATO
ARTS CENTER AND THE CARLILE HOUSE



DATE ISSUED: May 15, 2026
PROPOSALS DUE: June 5, 2026 at 12:00 p.m.

Request for Property Management Services

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REQUEST FOR COMMERCIAL PROPERTY MANAGEMENT SERVICES

The City of Novato invites proposals for Property Management Services for The Novato Arts Center and Carlile House, both municipally owned and subject to existing lease agreements with tenants who occupy both properties.



The Novato Arts Center, Hamilton District

- Marin County Parcel Number 157-690-14
- 500 and 502 South Palm Drive; 781 and 789 Hamilton Parkway
- Four buildings totaling approximately 41,645 square feet, situated on a 2.47-acre parcel with approximately 81,000 square feet of public grounds



The Carlile House in the Downtown Business District

- Marin County Parcel Number is 153-064-24
- 853 Reichert Avenue/807 DeLong Avenue
- A 2,300 square foot house converted to commercial office space on a parcel of approximately one quarter acre

Proposals must be submitted via email, with “Commercial Property Management Services” included in the subject line, and received no later than June 5, 2026 at 12:00 p.m., to the attention of:

Mary-Claire Katz, Central Administration
mckatz@novato.gov

The City of Novato will accept and consider proposals from firms with demonstrated experience in each of five core services – leasing/brokerage; property management; contracting and construction management; financial administration; and tenant relations. Experience managing and maintaining historical buildings or properties of a distinct architectural style is also desirable.

Submittals must address all information requested in this RFP. Respondents may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information. Minority business enterprises, women business enterprises, veteran’s business enterprises, local business enterprises, and Certified Green Businesses are encouraged to submit proposals.

ABOUT THE CITY OF NOVATO

The City was incorporated on January 20, 1960, as a general law city. Novato is the northernmost city in Marin County, California, and is located 30 miles north of San Francisco. Novato is not a ‘full service’ city; public services such as fire, refuse, sewage, water, and libraries are all provided by other non-city agencies. More information on the City of Novato can be found on the city’s website at www.novato.gov.

Hamilton Field, home to the Novato Arts Center, is located along the City’s southeastern boundary adjacent to San Pablo Bay and includes portions of the historic Hamilton Army Air Field Discontiguous Historic District, which is listed on the National Register of Historic Places. Originally established in the early 1930s and dedicated in 1935 as a U.S. Army Air Corps bombardment base and headquarters facility, Hamilton Field later served as Hamilton Air Force Base until its decommissioning in the mid-1970s. Following closure, the property was gradually transferred for civilian use and

redeveloped into a planned mixed-use district with residential, recreational, civic, and commercial uses. Many of the original military structures were preserved to retain the historic character of the area. The Novato Arts Center is one such example; the building originally served as the base headquarters and remains a contributing historic structure within the Hamilton Historic District.

Novato's Downtown Business District, home to the Carlile House, served as the City's original commercial center. Several buildings constructed circa the 1890s, including the Carlile House, continue to contribute to the historic character and ambiance of the Grant Avenue area. Today, Downtown Novato remains a hub for local businesses, restaurants, boutiques, and civic activity, and includes a station along the SMART rail line. The area also serves as the seat of local government. City Hall itself occupies the former Presbyterian Church, constructed in 1896 and acquired by the City in 1963 for municipal use.

I. OVERVIEW OF THE PROPERTIES

Novato Arts Center at 500 and 502 S. Palm Drive and 781 and 789¹ Hamilton Parkway

The buildings are home to approximately 60 artists with individual studio spaces throughout the complex. The campus also includes Beso Bistro Café, a neighborhood restaurant that serves the Hamilton community and visitors to the Novato Arts Center. Throughout the complex, all studios have access to common area amenities such as parking, restrooms, janitorial services, Wi-Fi and access to a break room/ kitchen. Units are generally leased on a gross basis wherein the tenant is only responsible for the janitorial needs of their own units. Utilities, including heat and electricity, are included in the rent; air conditioning is not provided. A summary of the building occupation follows.

- **Building 500, Circa 1934**

Once the historic Hamilton Base Headquarters as documented in the National Register of Historic places for historic preservation. The building includes approximately 2,700 square feet covering three gallery spaces, two office spaces, a retail store and several storage areas. Artist studios on the first and second floors amount to approximately 15,800 square feet.

- **Building 781, Circa 1942**

Building 781 consists of approximately 4,972 square feet and includes a classroom wing equipped with a kiln room, an additional studio designated for the City's Artist-in-Residence award recipient, and multiple artist tenant studio spaces.

- **Building 501 Palm Drive / 789 Hamilton Parkway, Circa 1942**

The approximately 8,675 square feet of leased space is devoted to artist studios and a small common lounge area.

- **Building 502 Beso Bistro Café, Circa 1942**

This neighborhood restaurant is 2,824 square feet, opened in 2012 and serves a lunch and dinner menu to a largely local clientele of nearby businesspeople, museum patrons and Hamilton residents.

Carlile House at 807 DeLong Avenue, Circa 1905

The Carlile House is located at the corner of DeLong and Reichert Avenues on the perimeter of Novato's Downtown Business District. The building is one of the oldest still standing. The

¹ Building 789 Hamilton Parkway is comprised of two wings with separate addresses: one at 501 Palm Drive and the second at 789 Hamilton Parkway. For simplification, all references to 789 Hamilton Parkway refer to both wings of the building.

Novato Chamber of Commerce leases the building and hosts the town Visitor Center on the premises. The owner/proprietor of a small business subleases one wing of the house. The building interior has been modified to support Chamber business and events with a reception room, conference room, small kitchen and separated office areas. The property includes a small parking area and grounds maintained by the City.

II. SCOPE OF SERVICES

All services described herein pertain to the day-to-day operation, maintenance, and management of the Novato Arts Center and the Carlile House. All duties shall be performed in accordance with the standard of care customary to the professional property management industry. This includes, as necessary, the assignment and training of in-house personnel in core competencies related to accounting, recordkeeping, and the professional management of public facilities.

In serving as a representative of the City, the Property Manager shall perform all duties in a professional and impartial manner and shall focus on operational and administrative responsibilities related to the management of the facilities. Matters involving City policy or direction shall be coordinated through designated City staff unless otherwise authorized by the City.

In performing all assigned duties, the Property Manager shall act as a representative of the City, as owner of the Novato Arts Center and the Carlile House, in responding to tenants and in all matters related to the operation and management of these facilities. The responsibilities of the Property Manager are summarized in the following five categories.

1. Leasing/Brokerage:

The Property Manager shall market vacancies and negotiate, execute, administer, and enforce the terms of all leases, including:

- Market vacancies in accordance with non-discriminatory principles and practices required under California law
- Show available space to prospective tenants
- Verify background information and the creditworthiness of prospective tenants
- Apply City-prescribed rental rates accurately in lease negotiations
- Prepare and execute lease documents in a form approved by the City
- Collect rents, fees, and late charges, and collect and disburse security and other deposits in accordance with City Finance Department procedures
- Provide required notice to prospective and current tenants regarding possessory interest tax obligations
- Manage lease renewals and coordinate unlawful detainer actions, as necessary
- Perform all other services necessary to fulfill property leasing responsibilities

2. Property Management:

The Property Manager shall implement a systematic maintenance program to inspect and maintain the Novato Arts Center and the Carlile House in an efficient and cost-effective manner, consistent with applicable safety, health, and building codes, as well as City ordinances and policies, including the Novato Integrated Pest Management Policy. Accordingly, the Property Manager shall manage:

- Preventative maintenance schedules for inspection of mechanical, electrical, HVAC, elevator, plumbing, security, and fire suppression systems
- Building security systems, including alarms, keys, and lighting
- Safety inspection schedules to ensure compliance with fire, Americans with Disabilities Act (ADA), and building code requirements, including annual Title 8 elevator certifications and Title 19 five-year fire inspections
- Coordination of phone and internet service modifications, as needed
- Waste management services, including trash collection and off-site disposal
- Janitorial services for all buildings, including common areas, window washing, and periodic sanitization, as needed
- Pest control services in accordance with an established schedule
- Monitoring of utility invoices and usage data to identify opportunities to reduce energy and water costs while meeting tenant needs
- Landscape maintenance and periodic renewal
- All other services customarily required in the operation and maintenance of similar facilities

Based on inspection and maintenance activities, the Property Manager shall provide timely reports to the City's Public Works Department regarding major building deficiencies and preventative maintenance needs.

Repairs, maintenance, and capital improvements exceeding the Property Manager's operating budget shall be subject to City authorization and oversight. Such work may include, but is not limited to, major foundation repairs, masonry, carpentry, soil settlement, mechanical or electrical system failures, water intrusion, malfunctioning windows or doors, and heating or cooling system failures.

3. Contracting and Light Construction Management:

The Property Manager will identify necessary improvements, repairs and minor deferred maintenance in an annual operating budget for funding the required purchasing and contracting. The operations budget will be subject to City approval. Single expenditures for which the Property Manager is responsible are capped at \$15,000. They generally take the form of lighting and replacement fixtures, property signage, interior and exterior painting, drywall repairs, flooring and window coverings, and minor structural repairs.

In the event of structural repairs or cosmetic changes to the exterior of the main headquarters building and the historic flagpole, the Property Manager will be responsible for selecting professionals experienced in architectural conservation in appreciation of the historic landmark status.

The Property Manager will perform purchasing and contracting procedures in a professional manner, consistent with Public Contract Code, prevailing wage laws and City procurement ordinances, including:

- Advertising openly for competitive bids and collecting 3 or more quotations per project.
- Verifying that subcontractors are insured and comply with all contracting requirements.
- Inspecting the quality of deliverables and contracted services before making final payment.
- Enforcing the terms and conditions in service and supply contracts, including warranties and payment schedules.

The Property Manager will be generally responsible for all aspects of construction management and coordination services, including supervision and direction of improvements or alterations to the building, common areas, or tenant premises.

4. Financial Administration:

The Property Manager will implement a comprehensive accounting system for tracking all expenses, income and other revenue received, and for paying all operating expenses from an operations account approved by the City. This includes:

- Conducting and accounting for all banking transactions related to collections, payments and contractual obligations.
- Keeping a complete set of records on all matters pertaining to the property management and finances in an electronic format that supports the City's annual financial audit and that is available for the City's inspection on demand.
- Provide documentation related to accounting standards for leases that the City is subject to under Governmental Accounting Standards Board (GASB) pronouncements.
- Calculating lease payments for all tenants and adjusting for annual cost of living and other rate changes including the expenses in common which are calculated on a pro rata basis and assessed for all tenants.

Periodic reports during the July to June fiscal year cycle will be due to the City at the following intervals:

- *By January 31 each year, for the following budget cycle:*
An annual operating budget, detailing projected costs per building, for planned and ad hoc maintenance, public groundskeeping, repairs and operating costs.

- *By the 10th of each month:*
A monthly financial report summarizing, but not limited to, income and expense statements (with variances), rent roll, bank reconciliations, cash receipts, balances due, cash disbursement, with a summary of maintenance activities per building and grounds, and new or expiring leases.
- *By June 15th at the end-of-year:*
A financial reconciliation summarizing by building and common areas, the income and expense statements, cash receipts and disbursements, and remaining balances for the fiscal year.

All reports will be prepared using generally accepted accounting principles and formatted in Excel or a similar downloadable electronic spreadsheet format that is compatible with the City's accounting software.

5. Tenant Relations:

The Property Manager will be the first point of contact for the tenants of the Building and will respond courteously and act swiftly to:

- Ensure that all tenants adhere to the building rules issued with every lease.
- Facilitate conflicts among tenants with documentation of issues, complaints, and resolutions.
- Promulgate lawful eviction procedures when necessary, serving notices and terminating tenancies, recovering possession of premises, or recovering rent and other sums due.
- Provide 24-hour emergency contacts for emergency repairs and reporting emergencies to the City by the next business day.
- Manage inquiries from tenants and/or the City inquiries and communicate effectively on operational matters whenever safety, access or use of the premises is concerned.

The Property Manager will work to address the collective needs of Art Center tenants and to facilitate communication with all Arts Center tenants.

6. OTHER PARTIES JOINTLY RESPONSIBLE WITH THE PROPERTY MANAGER

City of Novato Public Works Department:

- Furnishes documents and records necessary to properly manage the building, including but not limited to historical and current lease agreements (including amendments and pertinent correspondence relating thereto) status of lease payments, loan payment information and copies of existing service contracts, and historical maintenance records.
- Provides input and guidance on maintenance practices, engineered drawings, plans, construction specifications, and contracts.

7. MINIMUM QUALIFICATIONS FOR RESPONSES

To be considered, a firm must demonstrate the breadth and depth of experience expected in commercial property management based on the following minimum qualifications:

- Experience in each of the five core services: 1) leasing/brokerage, 2) property management, 3) contract and light construction management, 4) financial administration and 5) tenant relations. Experience in the past three consecutive years managing a minimum of 5,000 rentable square feet of Class B or Class C commercial space and lease transactions for a minimum of 20 tenants.
- Possession of a current California Real Estate Broker's license for at least one staff member performing or supervising others who perform property management for the City.

8. INFORMATION TO BE INCLUDED IN THE PROPOSAL

To be considered, a proposal must address the following six items in a narrative or other format according to preference.

Background on the Firm

Prepare a brief description of the firm including:

- Size of the organization
- Total commercial square footage managed
- Location of offices
- Years in business
- Organizational chart
- Names of owners and principal parties, and titles of key staff
- Qualifications of individuals who will perform the services described in the Scope of Services

Attach the most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.

Brochures, marketing materials and sample reports may be included to supplement information but should not take the place of a written response.

Include information about the firm's main contact details in the proposal. Provide email contact information - all RFP correspondence will be via email.

Summary Proposal

Provide a description of how the firm proposes to perform the property management duties outlined with specific reference to each of the 5 areas of core competencies noted for The Novato Arts Center and Carlile House.

Leasing/Brokerage

Provide a description of a marketing plan and the firm's approach to managing the cyclical transitions in new leases, expiring leases and renewals for multiple tenants.

Property Management

Provide an example of a schedule for essential inspections, maintenance routines and servicing to promote building safety and extend the lifespan of building systems and construction. Include a sample facility condition report, if the firm has a practice of reporting maintenance objectives and schedules.

Contract and Light Construction Management

Describe the procurement policies, the competitive bid procedures and oversight practices that the firm will apply in selecting vendors and managing contracts with services, utility companies, and others to perform maintenance and repairs.

Describe the techniques, approaches and methods that the firm will use in providing construction management and oversight for alterations and repairs.

Financial Administration

Provide information on the software to be used for financial reporting of income and expenses or an explanation of how that reporting system will be organized.

Give a description of the firm's finance-related policies, procedures and strategies, including, but not necessarily limited to budget preparation and monitoring; account management of tenant deposits, billing and accounts receivable; invoice processing and accounts payable; internal management and audit controls; financial reporting.

Include samples of reports used to keep landlords informed of building operations, revenues and expenses, tenant issues, maintenance activities, new and/or expiring leases, and other

related information, if the firm has a practice of such reporting.

Tenant Relations

Discuss the strategies, methods and day-to-day procedures that the firm will use for tenant management issues, including tenant service requests; solicitation of tenant feedback; billing/tracking/monitoring of rent, operating expenses, late fees, lease expirations, renewal options, refusal rights, etc.

a. Property Management Cost Proposal

Submit a complete cost proposal for the full scope of services that details hourly rate(s), fee schedules or an alternative cost basis that the firm proposes for compensation. Include a summary of all other fees, such as leasing fees and commission percentages, that apply to pricing services.

b. Firm References

Provide the following information for the three most recent buildings and/or clients for which the firm was hired as property manager:

- a. Name, address, and telephone number of the client
- b. Person to contact for references
- c. Time period of project & brief description of the scope of services provided
- d. Brief description of the property and leasing conditions

c. Acknowledgements

Submit a statement of acknowledgment signed by an individual authorized to bind the proposing entity to a signed agreement, stating that the firm has read and acknowledges that it can comply with all terms and conditions described in the RFP.

Attach copies of business licenses, professional certifications and affiliations, or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.

d. City Contract

All services provided by the selected firm shall be performed in accordance with the City of Novato regulations and ordinances as memorialized in an agreement subject to the approval of the City.

The City's specific insurance requirements, summarized in Attachment 3, are nonnegotiable. The firm selected must also possess a City business license to perform under the agreement.

The bid response shall include the form of agreement that the firm would propose regarding the services that the firm is prepared to offer. Please note, however, that the eventual form of agreement must be in accord with the City’s precise business and legal requirements and will be subject to the City’s approval. The City reserves the right to modify the agreement proposed by the firm or substitute the proposed agreement with an agreement of the City’s choosing. The final agreement must be acceptable to both the proposer and the City.

9. PROCUREMENT TIMETABLE

The timetable for the selection process is summarized below. Note that these target dates are subject to change by the City. All correspondence regarding this RFP will be via email.

KEY ACTIVITY	TARGET DATE
Release of RFP	May 15, 2026
Deadline to Submit Questions on RFP	May 22, 2026
City Response to Questions	May 27, 2026
Vendor Proposal Submittal Deadline	June 5, 2026 at 12:00 p.m.
Vendor Selection Notification	June 12, 2026
City Council Approval of Contract (tentative)	June 23, 2026
Contract Commencement / Vendor Begins Services	July 1, 2026

10. REVIEW OF PROPOSALS AND SELECTION OF CONSULTANT

Proposals will be reviewed and evaluated by a committee of City of Novato staff from the Real Property Division of Central Administration, Public Works Department, Administration and Maintenance Divisions, and the Parks, Recreation and Community Services Department. The committee’s evaluation will be based upon the strength of the proposal with respect to the following criteria:

- Responsiveness of the proposal to the submission requirements in the RFP (10%).
- Agreement with the City of Novato’s contracting requirements (10%).
- The technical ability, capacity, and flexibility of the firm to perform the contract in a responsible manner and on budget, as demonstrated by client references and the firm’s experience with similar property and leasing enterprises (35%).
- The financial proficiency of the firm as evidenced by standard financial reports (15%).

- The proposed rate of compensation. (20%)

While cost is a key consideration, the City reserves the right to choose the best proposal, which may not be based on price. The committee may choose to interview the top candidates.

After evaluating the proposals and discussing them further with the finalists, the City of Novato reserves the right to further negotiate the proposed work and/or method and amount of compensation. The respondent must clearly state the period for which the proposal will be valid. This period must not be less than one hundred eighty (180) days from the date of submittal. The City expects to award the contract in June 2026, with services anticipated to commence on July 1, 2026.

ADDITIONAL INFORMATION

All questions regarding this proposal should be directed to Mary-Claire Katz, Principal Management Analyst, Central Administration at (415) 899-8929 or via email at mckatz@novato.gov.

The City will not reimburse the RFP respondents for any costs involved in the preparation and submission of proposals. This RFP does not obligate the City to award a contract or accept or contract for any expressed or implied services. The city reserves the right to reject or accept any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The City reserves the right to request any organization submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection of a consultant, and to modify or alter any of the requirements herein. In an attempt to reach an agreed upon contract by both parties, the City reserves the right to negotiate with the proposer selected by the committee, if the parties cannot negotiate a contract, the City reserves the right to negotiate with other proposers or make no award of this RFP. In the event that the proposal guidelines change materially, all respondents who submit a proposal will be given an opportunity to modify their proposal in the specific areas that are impacted. Further, the city may reject any proposal which does not conform to the instructions contained within this RFP.

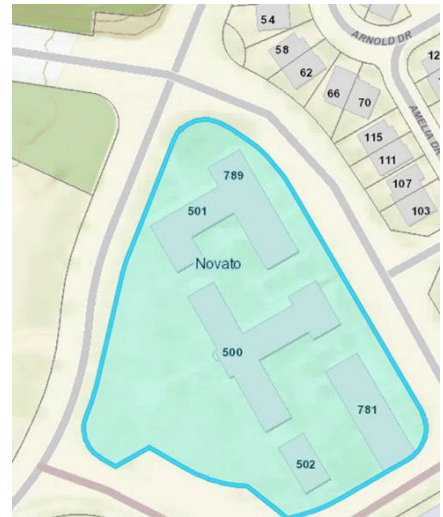
Attachments:

Attachment 1-2, Parcel Maps of each property

Attachment 3, Summary of Insurance Requirements

NOVATO ARTS CENTER
Parcel Details

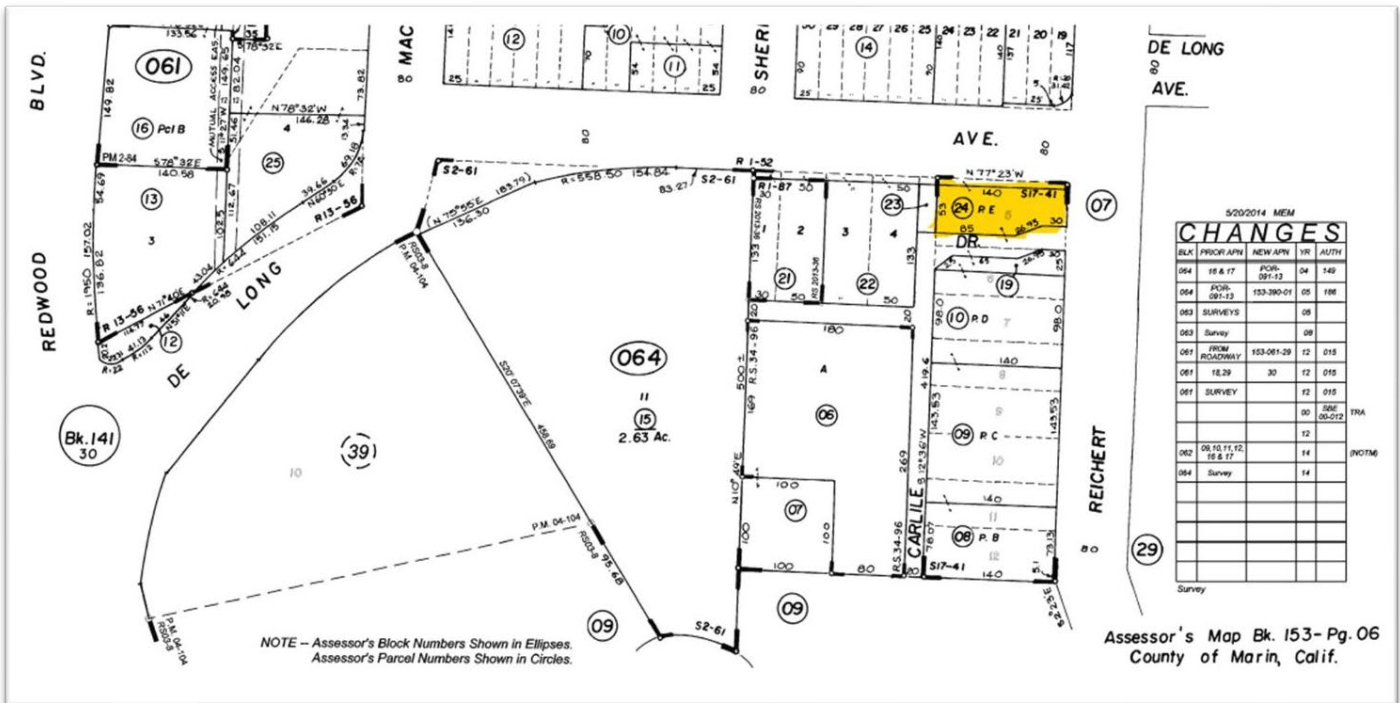
Novato (Hamilton) Arts Center, Parcel Number 157-690-14 Buildings and Grounds	Year Built	Sq Footage
500 S. Palm Dr. - Historical Hamilton Headquarters Bldg. (Main Floor – 9,964 sq. ft., 2 nd Floor – 5,116 sq. ft., and Basement 10, 094 sq. ft.)	1934	25,174
Building 501 Palm Drive / 789 Hamilton Parkway (1 Building)	1942	8,675
781 Hamilton Parkway	1942	4,972
502 S. Palm Dr., Restaurant (Beso Bistro) (1,813 Interior, 1,011 Ext.)	1942	2,824
Landscaped Grounds		~ 81,000
Total Square Footage managed (all floors)		122,645
Total Square Footage (whole parcel), 2.47 Acres		107,593



CARLILE HOUSE

Parcel Views

View from 807 DeLong Avenue



5/20/2014 MEM

BLK.	PROJ/APN	NEW APN	TR	AUTH
064	18 & 17	153-390-01	04	149
064	POB-091-13	153-390-01	05	196
063	SURVEYS		06	
063	Survey		08	
061	FROM PROCHENAY	153-061-29	12	018
061	18.29	30	12	015
061	SURVEY		12	015
			00	068
			00	00-012
			12	
062	08.10.11.12.16 & 17		14	
064	Survey		14	

TRM
P/OTM

Assessor's Map Bk. 153 - Pg. 06
County of Marin, Calif.



**CITY OF NOVATO INSURANCE
REQUIREMENTS FOR
CONSULTANT SERVICES AGREEMENTS**

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

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial General Liability	\$ 2 million per occurrence \$ 4 million aggregate	Coverage must include products and completed operations . If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.
2.	Business Auto Coverage	\$ 1 million <i>Or as set forth in contract/bid documents</i>	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3.	Workers' Compensation and Employer's Liability	\$ 1 million <i>Or Acknowledgement of No Workers' Comp Insurance and Release Form</i>	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subConsultants.
4.	Professional Liability (if Design or Design/Build or other profession)	\$ 1 million per occurrence or claim and \$ 2 million policy aggregate	(When applicable, Consultant may submit evidence in the form of Course of Construction coverage.) Such coverage shall name the City as a loss payee.

Endorsements:

- a. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions, and that if canceled for non-payment, then ten (10) days' notice shall be given.
- b. Liability policies shall provide or be endorsed to provide the following:**
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and
 - b. The City of Novato and The City of Novato as the Successor Agency to the Dissolved Redevelopment Agency, their Officers, Officials, Employees, and Volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used.

Verification of Coverage and Certificates of Insurance: Consultant's insurance broker shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.

City reserves the right to modify these insurance requirements while this Agreement is in

effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.