

PROFESSIONAL SERVICES AGREEMENT
FOR
CONCEPTUAL DESIGN PLANS FOR MULTI-USE RECREATION/COMMUNITY
FACILITY AND ADJOINING PARK

This Agreement is made and entered into as of the 16th day of April, 2018, by and between the City of Foster City hereinafter called "CITY" and Burks Toma Architects, Incorporated, hereinafter called "CONSULTANT."

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination,

consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum Two-Hundred and Ninety-Six Thousand, Nine Hundred and Twenty Seven dollars (\$296,927) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at

CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of

CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)

¹Professional Liability

\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and

¹ Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. Recommended _____
[Project Manager] Approved _____[Risk Manager]

- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:
- CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Jennifer Liu, Parks and Recreation Director
- CONSULTANT: Burks Toma Architects, Incorporated
814 Camelia Street
Berkeley, CA 94710
Attention: Karen Burks, Principal
16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated:

Sam Hindi, Mayor

ATTEST:

Dated:

Priscilla Tam, City Clerk

APPROVED AS TO FORM

Dated:

Jean Savaree, City Attorney

CONSULTANT

Dated:

Karen Burks, Principal

EXHIBIT A
SCOPE OF WORK AND SCHEDULE
FOR
CONCEPTUAL DESIGN PLANS FOR MULTI-USE RECREATION/COMMUNITY
FACILITY AND ADJOINING PARK

Project Description

Provide pre-design services and prepare conceptual design plans for a multi-use recreation/community facility and adjoining park site. The goal of this project is to explore opportunities to enhance the community's experience of a multi-use recreation/community facility and the surrounding Leo Ryan Park. The conceptual design plan will allow the City Council to begin to focus the options for the building and surrounding site such that the scope of the project can be determined. Conceptual Design Plans should complement current community use and demonstrate strategies to create an effective and dynamic public gathering space with the capacity to offer a regional destination.

Project Team

Burks Toma Architects, Incorporated, Principal Karen Burks will serve as lead for the conceptual design on behalf of CONSULTANT and will serve as Principal in Charge. Leah Marthinsen will serve as Project Manager and be the primary point of contact for the duration of the project.

The Project Team listed in CONSULTANT's Proposal was a material factor in CITY's assessment of CONSULTANT's experience and ability to successfully complete the job. Accordingly, CONSULTANT shall not make changes to any of the Team Members without CITY's prior written approval unless CONSULTANT can demonstrate to CITY's satisfaction that the Team Members were reassigned and/or removed and replaced for reasons beyond CONSULTANT's control. CITY has the right to request a change to any member of the CONSULTANT team for any reason with adequate notice.

Team Members Listed in the Proposal and/or Submitted During the Interview Phase:

Burks Toma Architects, Incorporated (Architect and Primary Contractor)

- Karen Burks, Principal
- Leah Marthinsen, Architect/Project Manager

Placeworks, Inc. (for Landscape Design Concepts and Exterior Space Planning)

- Bob Birkeland, Associate Principal
- Jesse Jones, Associate
- Isby Fleischman, Associate

Land Economics Consultants, LLC (for Economic and Fiscal Analysis)

- Steven E. Spickard, Consultant

tbd Consultants (for Construction Cost Estimates)

- Gordon Beveridge

Pre-design Phase

The pre-design phase of the project includes becoming familiar with the project background, related reports and documentation, site characteristics, and existing uses. CONSULTANT is required to meet with Foster City Staff and Project Subcommittee within 15 business days of award of the contract.

Deliverables for the Pre-design Phase include:

A. Project Schedule

- Identify major tasks and/or benchmarks during the design process
- Estimate the time required to accomplish each major task
- Develop key points of input/review for City staff and/or City Council
- Identify methodology for updating schedule throughout the design process

B. Report – Project Climate

- Research and describe best management practices of public multi-use facilities
- Compile and present data on typical staffing and annual operating program budget related to facility size
- Research and describe public space design trends that create social impact

C. Report – Gap Analysis & Facility Needs and Programmatic Viability & Fiscal Viability

- Identify gaps in service and community resources based on research findings and existing community amenities
- Provide a programmatic and fiscal viability analysis of the defined facility and site assumptions (Attachment B) as well as any other project opportunities identified by the consultant

D. Report – Opportunities and Constraints Analysis

- Identify opportunities and constraints related to the site/location of the project
- Identify opportunities and constraints related to square footage requirements for facility and park improvements to meet community needs
- Identify opportunities and constraints related to parking and circulation

Conceptual Design Phase

Consultant to provide a minimum of 3 design options that vary in size, amenities, and estimated fiscal impacts.

Each conceptual design to be accompanied by a supporting summary report that includes the following components:

- A. The one focal point or defining unique opportunity upon which the conceptual design is based
- B. Probable construction costs of all aspects of building/modifying conceptual multi-use facility and related park site amenities
- C. Probable phasing plan and schedule during project construction, including general approach(s) to maintain existing programming
- D. Probable annual operation and maintenance costs
- E. Probable revenue opportunities related to conceptual functional elements
- F. Probable staff size required to manage and maintain facility and programming
- G. Functional Space Allocation Worksheet identifying facility spaces and approximate square footages (ref. Attachments B and C)
- H. Associated functions with facility spaces
- I. Program viability utilizing recommended facility spaces
- J. Fiscal viability of recommended facility spaces
- K. Mass and scale overlay of the project site, to include multi-use recreation/community facility mass relative to surroundings and total square footage, potential adjacencies, circulation, and other relationships
- L. Anticipated parking requirements and recommended alternatives to onsite parking, if any
- M. Meet City sustainability requirement for new construction which is LEED Silver equivalent
- N. Summary of how the overall conceptual design will flexibly meet the needs of community residents while also creating a regional destination
- O. Identify potential risks that could negatively impact the project budget or schedule and recommend strategies to mitigate these risks and their impacts

Total Number of Deliverables = 10

Pre-design Phase

1. Project Schedule
2. Report – Project Climate / Trends
3. Report – Gap Analysis and Facility Needs and Programmatic Viability and Fiscal Viability
4. Report – Opportunities and Constraints Analysis of the Site / Geographic Location

Conceptual Design Phase

5. Preliminary Conceptual Alternatives
6. Preferred Conceptual Alternatives (Three (3))
7. Fiscal/Revenue Analysis of Three (3) Preferred Conceptual Alternatives
8. Estimate of Probable Construction Cost of Three (3) Preferred Conceptual Alternatives
9. Draft Conceptual Design Report
10. Final Conceptual Design Report

Draft and Final Conceptual Design Reports shall contain all three (3) Preferred Conceptual Alternatives and the information required to be included in the summary report as shown in sections “A” through “O” above.

Meeting Requirements

The consultant shall plan sufficient time to obtain the information needed to complete thorough and Foster City-specific reports and designs. At a minimum, the consultant will be expected to:

- Meet with Parks and Recreation Department Staff for design input (Recreation Division, Parks Maintenance, Building Maintenance – up to 2 hours each = 6 hours total)
- Present Progress Report to City Council (up to 4 meetings with City Council and regularly scheduled meetings with staff)
- Presentations to the Planning Commission at milestones to be determined (up to 3)
- Presentation of Final Report to Staff
- Presentation of Final Report to City Council

Schedule

The following shall be considered a preliminary schedule, with final detailed schedule with dates to be determined by CITY and CONSULTANT at the start of the project:

Timeline shall commence upon execution of agreement and shall not extend beyond December 31, 2018 unless approved in advance by CITY.

Pre-Design (16 weeks)

- Task 1 Project Initiation 2 weeks
- Task 2 Project Climate 6 weeks
- Task 3 Programmatic and Fiscal Viability Analysis 4 weeks
- Task 4 Opportunities and Constraints Analysis 4 weeks

Conceptual Design Phase (18 weeks)

- Task 5 Concept Development 8 weeks
- Task 6 Costing 2 weeks
- Task 7 Concept Design Report 8 weeks

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

The combined total of compensation and reimbursement of costs shall not exceed the sum Two-Hundred and Ninety-Six Thousand, Nine Hundred and Twenty Seven dollars (\$296,927).

Payment Schedule

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY by Task for services and expenses. All invoices will include an itemized statement, description of services performed/deliverables submitted and copies of subconsultant invoices and expenses

Expenses shall be provided on an Hourly Time & Materials actual basis, at CONSULTANT'S and Subconsultants' hourly rates shown below:

<i>Position</i>	<i>Hourly Rate</i>
Burks Toma Principal	\$185.00
Burks Toma Project Manager	\$145.00
Burks Toma Project Staff	\$135.00
Placeworks Principal	\$215.00
Placeworks Project Manager	\$165.00
Placeworks Landscape Designer	\$115.00
Land Economics Principal Analyst	\$190.00
tbd Estimator	\$185.00

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **City of Foster City/Estero Municipal Improvement District (CITY)**
610 Foster City Boulevard, Foster City, CA 94404

Attention: _____
Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.
SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____