

**CITY OF HOLLISTER**  
**AIRPORT USE AGREEMENT**

This airport use agreement (“Agreement”) is made and entered into this 20<sup>th</sup> day of May 2025 (“Effective Date”), by and between the City of Hollister, a California municipal corporation, acting by and through its Airport Director (“City”), and TruWeather Solutions, Inc., a corporation organized and existing under the laws of Delaware (“User”), located at 2 Tower Place, Albany, NY 12203-16 ~~Independence Drive, Hillsborough, New Jersey~~ (individually referred to as a “Party” and collectively referred to as the “Parties”).

**RECITALS**

This Agreement incorporates and is based upon the following representations and understandings:

**WHEREAS**, City is the owner and operator of the Hollister Municipal Airport, located in the County of San Benito, State of California (the “Airport”), with the power to grant rights and privileges, including the power to grant Airport use and access, pursuant to the provisions of City Municipal Code Chapter 13.28, among other federal, state, and local laws, rules, and regulations;

**WHEREAS**, the Airport is a federally obligated nonprimary public-use general aviation airport included in the National Plan of Integrated Airport Systems (“NPIAS”);

~~**WHEREAS**, the Airport currently accommodates Unmanned Aircraft System (“UAS”) operations by other tenants in the same operational area;~~

**-WHEREAS**, the User desires to place two advanced weather sensor instruments at the Airport in support of advanced air mobility operations, and to provide enhanced weather data for the Monterey Bay Tech Hub initiative supporting Electric Vertical Takeoff and Landing (“EVTOL”) and Unmanned Aerial Systems (“UAS”) operations in the regions; and in support of the NASA Pathfinding for Airspace with Autonomous Vehicles (PAAV) project; and

**WHEREAS**, the Parties desire to enter into this Agreement to establish the terms and conditions under which the user may place advanced weather sensor instruments at the Airport.

**NOW, THEREFORE**, and in consideration of the mutual terms and conditions hereinafter set forth, the City and User hereby agree to the following:

**AGREEMENT**

**I. Term of Agreement**

This Agreement shall commence on the Effective Date and terminate after one (1) year. Following the one (1) year term, the Agreement shall continue on a month-to-month basis unless terminated by either Party or pursuant to the terms and conditions hereinafter.

## II. Permitted Use and Operations

User is hereby granted permission to construct an up to 6'x10'x5" concrete pad on Airport property, as more fully described as the Facilities in Section 3 below. The concrete pad will include placement of ~~place~~ advanced weather sensor instruments ("sensors") on the pad and a chain link fence. ~~in the pad. User may~~ connect the pad/equipment to the nearest electrical power source and communications (commercial internet service); and run appropriate conduit for these connections in a path to be agreed to by the Airport. ~~and such~~ Acquiring any necessary permits from the City and c ~~construction of the pad -and connection(s) to the pad will be performed by~~ contractor(s) of the User's choice, agreed to by the Airport. and cost shall be ~~All contractor costs and access to the Facilities shall be~~ coordinated with the Airport, ~~including contractor(s) access to the Facilities.~~ User will operate the equipment, including all sensors on the pad, and may need access to the ~~Facilities location~~ to perform maintenance and/or tuning of the sensors ("Operations"). User shall provide the Airport Director thirty-six (36) hours' notice of needing access to the Airport Operations Area Facilities, to perform Operations, including but not limited to maintenance and/or tuning of the sensors by email to: hollisterairport@hollister.ca.gov.

## III. Facilities

User is hereby granted permission to use those facilities and areas of the Airport, as are more fully described in **Exhibit A-1** and **Exhibit A-2**, attached hereto and made a part hereof (the "Facilities"), for their Operations. The User's access is strictly confined to the designated Facilities and necessary ingress and egress routes. Access to any other areas of the Airport is expressly prohibited without prior written authorization from the Airport Director.

## IV. Operational Requirements

Operational requirements include, but are not limited to, the following key provisions in this Section IV.

### A. Personnel Requirements.

- i. Prior to conducting Operations, User shall provide to the Airport Director a current list of names and contact information, including cell phone numbers, for principal persons who are responsible for the conduct of the Operations and who should be contacted in the event of an emergency ("Responsible Personnel").
- ii. User shall notify Airport Director any time there is a change in or addition to Responsible Personnel.
- iii. Personnel shall wear safety vests at all times upon entering into the Airport Operations Area and Facilities.

**B. Equipment Requirements.**

- i. Vehicles driven in the Airport ~~Operations Area and Facilities~~ to conduct User Operations shall be flagged and/or utilize a flashing amber beacon at all times.
- ii. User shall be solely responsible for the installation, operation, maintenance, repair, and replacement of all equipment, including all weather sensor instruments, as more fully described in **Exhibit B**, placed on the Facilities.
- iii. User shall ensure that all equipment is maintained in good working condition at all times and shall promptly address any malfunctions, damage, or deteriorations.
- iv. All equipment installations, including the concrete pad, fencing, power connections, and communications infrastructure, shall comply with applicable building codes, electrical codes, and Airport and FAA requirements.
- v. User shall be responsible for ensuring that equipment does not interfere with airport communications, navigation systems, or other airport operations.
- vi. User shall provide the Airport Director with technical specifications for all installed equipment and shall update this information if the equipment is modified or replaced.
- vii. User shall be responsible for all costs associated with the installation, operation, maintenance, and eventual removal of the equipment.
- viii. At the termination of this Agreement, User shall, at User's expense, removal all equipment and restore the site to its original condition, unless otherwise agreed in writing by the City.
- ix. User shall ensure that all equipment is properly secured to prevent damage from weather events or unauthorized access.

**C. Safety Procedures.**

- i. While in the ~~Airport Operations Area~~Airport and Facilities, User shall have an aviation band radio and monitor the Airport CTAF, 123.0000, for situational awareness.
- ii. City shall maintain the Facilities to Airport standards, and at all times free of any structures, vehicles (except for the Aircraft and other permitted vehicles), debris, trash, fencing, etc. Prior to and after conducting any Operations, the User must examine the condition of the Facilities to determine if it is in a safe condition to use for Operations. Any unsafe condition should be immediately reported to the Airport Director and/or Airport personnel.

- iii. In the event of damage resulting from User's Operations or other activities, User must pay for and repair all damages to the Airport and/or Facilities in a timely manner.
- iv. User shall adhere to any applicable Federal Aviation Administration ("FAA") regulations and conduct all Operations in accordance with the City of Hollister Municipal Code Chapter 13.24 "Hollister Municipal Airport Use and Operations Regulations."
- v. User shall not allow any equipment associated with the Operations to travel on or across runway, taxiways, or ramps at any time.
- vi. Radio equipment and use requirements shall be consistent with FAA regulations. User is responsible to ensure that radio frequency(s) are at all times free from interference and cannot be used during Operations by anyone other than the User.
- vii. No persons shall possess or consume any alcoholic beverage or illegal drug in or around any areas when Operations are taking place. No person employed by or providing services to User shall possess, consume, and/or have in his or her system any alcoholic beverage or illegal drug in or around any areas where Operations are taking place. In addition, Responsible Personnel shall not possess or have in his or her systems any legal drug that impairs or could impair their ability to operate an aircraft (including on the runway, taxiways, and the designated ramp area, in or around any associated vehicles, or anywhere on the Airport).
- viii. User shall cooperate with the City/Airport in notifying pilots, users, and tenants of the Airport about the User's Operations.
- ix. Operational-related notifications of a non-emergency nature should be made to the Airport administrative staff, either in person or by telephone (831) 636-4365. For occasions when the Airport administrative staff may not be available and the matter requires immediate attention, the Airport Director may be contacted (831) 902-7433.
- x. User in entering into this Agreement acknowledges that it has received and shall abide by the rules and regulations set forth in the City of Hollister Municipal Code Chapter 13.24 "Hollister Municipal Airport Use and Operations Regulations," and shall conduct its activities in accordance with applicable federal and state statutory and decisional laws, City of Hollister ordinances, rules and regulations, and the requirements of any other duly authorized government agency ("Airport Rules and Regulations").

**V. Prohibitions**

User is expressly prohibited from engaging in the following activities or conduct. Any violation of these prohibitions will result in immediate termination of this Agreement.

- A. Prohibitions and Restrictions on Access. User is specifically prohibited from granting any access to the Facilities or the Airport to any parties other than Responsible Personnel. This restriction also includes User taking reasonable precautions acceptable to City to prevent the accidental access to the Airport by any other parties.
- B. No Assignment. Use of the Facilities is personal to the User and the rights, privileges, duties, and obligations of the User under this Agreement shall not be assigned, transferred, subcontracted, or delegated in whole or in part. Any assignment, transfer, subcontract, or delegation, whether voluntary or involuntary, by operation of law or otherwise, is void and shall terminate this Agreement.
- C. Operational Area Restrictions. There may be no Operations over the Airport runways or taxiways at any time. Operations are strictly limited to the Facilities specified in **Exhibit A-1 and Exhibit A-2**. There may be no storage of equipment or materials on the Facilities or Airport property except as specifically provided for in Section II Permitted Use and Operations. No modification is permitted to the designated Facilities.

**VI. Airport User Fees**

- A. Fees. User agrees to one hundred dollars (\$100.00) per month for the use of the Facilities. Payment shall be made payable to the City and delivered or mailed to the following address to be received on the first day of the month following the month for which payment is due.

Finance Department  
City of Hollister  
Re: Hollister Municipal Airport Access Fee  
327 Fifth Street  
Hollister, CA 95023

- B. Penalty for Late Payment. In the event any payment remains unpaid for five (5) days, a late fee of ten percent (10%) shall be charged by the City. In the event User shall become delinquent for more than thirty-one (31) days, this Agreement shall be terminated by the City as further defined in Article X – Termination of Agreement.

**VII. Agreement Subordinate to Grant Assurances, Agreements with United States and Federal Obligations**

This Agreement shall be nonexclusive and shall always be subordinate to the provisions of any existing or future agreements between the City and the United States Government, or to any

order issued by the United States Government, or to any grant assurances of the Airport, or to any of the Airport's or the City's federal obligations.

This Agreement, in the City's sole discretion, is subject to the initial and ongoing approval and consent by the FAA, and is subject to the terms, conditions, and requirements of any existing or future grant agreement(s) or grant assurance(s) at or in connection with the Airport and may be revoked, terminated, or canceled immediately if this Agreement violates any such grant assurance(s) or grant agreement(s) or any FAA regulation or any applicable local state or federal law, policy, rule, permit, standard, or regulation, whether currently in effect, hereafter adopted, or as may be amended, modified, changed, or superseded.

User agrees to abide by the Airport Rules and Regulations in effect as of the date of this Agreement and as may be amended from time to time.

//

//

#### **VIII. Indemnity**

User agrees, to the fullest extent permitted by law, to indemnify and hold harmless City and its past, present, and future officers, directors, agents, employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omission on the part of User, its owners, officers, directors, agents, representatives, employees, members, visitors, invitees, contractors, or subcontractors, which may arise out of or result from User's Operations or use of the Facilities and Airport property, and/or activities conducted in connection with or incidental to this Agreement. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, or whether such claims are alleged as common law, statutory, or constitutional claims, or otherwise. This indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to the User or any of its owners, officers, directors, agents, representatives, employees, members, visitors, invitees, contractors, or subcontractors, or to anyone directly or indirectly employed by any of them.

#### **IX. Insurance**

Without in any way limiting User's liability, or indemnification obligations set forth in Section VIII above, User shall secure and maintain throughout the Term of this Agreement the insurance listed in **Exhibit C**. Neither User nor any of the User Parties shall commence in any use of the facility including installation of the concrete pad and power and communications conduit until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by City. All insurance policies shall include an endorsement stating that City and City Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to City. If such a notice is not given or even if City receives a notice, City may, at its sole option, terminate this Agreement. All insurance

policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by City and shall waive all rights of subrogation against City and/or the City Parties. A copy of the declarations page of User's insurance policies shall be attached to this Agreement as proof of insurance.

**X. Termination of Agreement**

Either Party may terminate this Agreement at any time. The City may terminate this Agreement immediately for safety violations or non-compliance with any Agreement terms herein.

**XI. Compliance with Laws**

The undersigned User certifies that User shall agree to abide by and comply with all Airport Rules and Regulations now in force, or which may hereafter be in force, pertaining to the Airport. The judgement of the Airport Director of the violation of any such law, ordinance, rule, regulation, or requirement shall be conclusive evidence of that fact.

Furthermore, the undersigned User certifies that User shall agree to abide by and comply with all conditions, requirements, and terms of any existing and future federal and state grant agreement pertaining to the Airport.

Failure to comply with any of these certifications shall cause immediate revocation and cancellation of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by the duly authorized officers and representatives of each of the Parties on the date first shown above.

**CITY OF HOLLISTER**

\_\_\_\_\_  
David Mirrione, City Manager

\_\_\_\_\_  
Date

**USER**

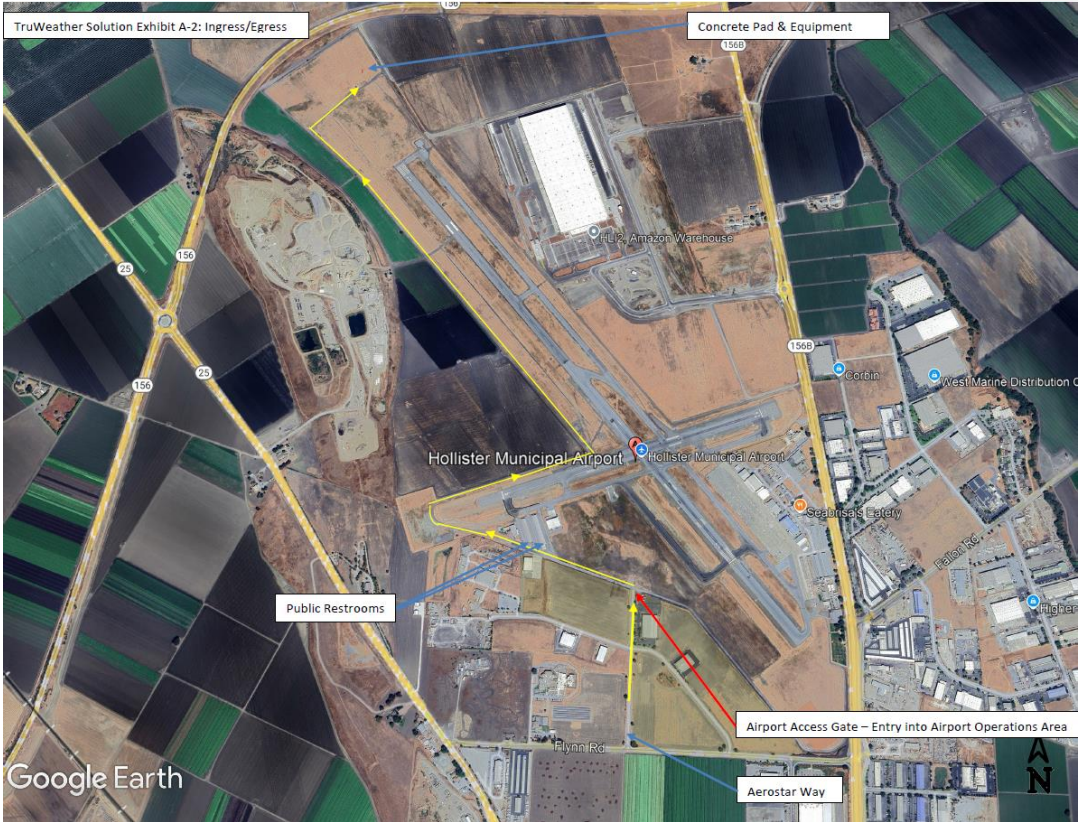
\_\_\_\_\_  
Don Berchoff, CEO  
TruWeather Solutions

\_\_\_\_\_  
Date

**EXHIBIT A-1: DESIGNATED FACILITIES**



**EXHIBIT A-2: DESIGNATED INGRESS/EGRESS**



**EXHIBIT B: TRUWEATHER SOLUTIONS WEATHER SENSOR INSTRUMENTS**



# VAISALA



## Features

- Measurement from 40 meters to over 300 meters
- Pulsed lidar technology
- 4 inclined beams and 1 vertical beam
- 45 W nominal power
- Remote monitoring through WindCube Insights
- Multiple communication channels (wired, cellular, satellite)
- Optional autonomous power kit

## WindCube Ground-based Vertical Profiler Lidar

WindCube® is a ground-based vertical profiler Lidar that measures accurate wind data up to over 300 meters. It is equivalent to a very tall met mast, collecting wind speed, direction, vertical wind speed, and turbulence intensity data at 20 different heights with limited installation constraints and high operational safety.

Based on pulsed Doppler heterodyne laser principle, the WindCube sends a light pulse at a high frequency into the atmosphere and observes the signal backscattered by aerosols naturally present in the air. The time between the pulse and the detection of the backscattered signal is processed by the system thanks to the Doppler effect, and provides an accurate measure of the wind speed and direction.

### Pulsed laser technology

Pulsed Lidars send laser pulses at a very high frequency. To avoid confusing time delays and distance, the Doppler shift is analyzed before the next laser pulse is emitted. Therefore, the probe distance, or height, only depends on the time it takes for a pulse to be received after it has been emitted.

Multiple heights are measured simultaneously, and spatial resolution is constant throughout the entire wind profile. Also, measurement is not affected by clouds, fog, high density of dust, or obstacles.

Thanks to a vertical beam, the lidar allows a direct measurement of the vertical wind speed, and improves the turbulence intensity (TI) assessment.

### Remote monitoring

The web-based WindCube Insights platform enables remote monitoring and control of the WindCube vertical profiler. Wind speed data and carrier-to-noise ratio (CNR) are displayed live, and the platform also provides the possibility to configure measurement heights and communication with the Lidar.

### Ease of installation and operations

The Lidar is easy to handle and install. A couple of hours is enough to fully set up the lidar and start measuring. It is compatible with autonomous power solutions (power pack, solar panels), and its robustness supports operations continuity.

## Technical data

### Measurement parameters

Measurement range (1)	40 ... > 300 m
Data sampling rate	1 Hz
Measuring distances	20 user-defined distances simultaneously
Radial Wind Speed range	-25m/s to +25m/s
Reconstructed Wind Speed range	0m/s to 45m/s
Reconstructed Wind Direction range	0 - 360°
Speed accuracy (2)	0.1 m/s
Speed uncertainty (2)	40 - 80m: 1.4% to 2.6% 80 - 120m: 0.6% to 1.4% 120 - 135m: 0.6% to 0.8%
Direction accuracy (2)	2°
Beam geometry	4 inclined beams at 28° and 1 vertical beam

1) Height from WindCube head. Data availability depends on environmental factors such as visibility, type of ground and variation of refractive index in the atmosphere.  
2) For 10-min averages, as assessed by several 500 partners on multiple WindCube devices or in 2020 according to IEC 61808-2:2020. Uncertainty, repeatability and final accuracy class described by 1)

### Operating environment

Warranty	3 years standard
Preventive maintenance	3 years cycle (factory or onsite maintenance)
Temperature range (1)	-50°C to +50°C / -32°F to 122°F (Chamber conditions)
Maximum altitude	3000m (when equipped with DC-DC converter)
Operating humidity	0 to 95% RH (non-condensing)
Environmental Protection	Designed for installation in many kinds of weather and environmental conditions (IP66 and IP67 (inner sub-assemblies), IP54 (Lidar casing), Radiation +1000W/m <sup>2</sup> at +45°C Wiper)
Rain protection	IEC 60068-2-52 (2017) - 120 hours Compliance
Marine atmosphere (Salt Atmosphere Compliance)	ISTA/FEDEX 6B
Shocks and vibration	
1) Testing the system at low temperature (lower than -20°C) will require to have the WindCube equipped with an adapted protection	

### Electrical and optical

Power consumption (1)	45 W between -5°C and 30°C / 23°F and 86°F 10W below - 5°C / 23°F 55W over 30°C / 86°F
LASER Safety Compliance	IM Class / EN 60825-1:2014

1) Nominal power consumption taken from an initial state of the WindCube at 18°C.

### Data output

Output data	1 s / 1-, 2-, 5-, 10-minute averaged (user-defined) horizontal and vertical wind speed Standard deviation Direction CNR (carrier-to-noise ratio) GPS coordinates Data availability FCR unlimited license
Complex terrain measurements	120 GB industrial disk (cover 5 years storage of all data)
Data storage	WindCube Insights secured cloud-based server RTD and STA (file), UTF-8 encoding
Data file format	LAN, USB, 3G, or 4G router (router availability depends on the region/country), Modbus RTU (Gateways available), WiFi
Communication	GPS, NTP
Time synchronization	

### Mechanical specifications

Cube dimensions (L x W x H)	554 x 566 x 554 mm (21.81 x 22.28 x 21.81 in)
With feet and wiper	608 x 566 x 661 mm (23.94 x 22.28 x 26.02 in)
Weight	59kg (system only) 28kg (shipping case only) 98kg (total with accessories)

### Compliance

Compliance marks (1)	CE, FCC, IC
----------------------	-------------

1) As verified on WindCube without Clearing option

# METRO WEATHER

in



**VISUALIZING  
WORLD WIND FOR  
SAFETY**



**Wind Guardian™**  
Doppler-LiDAR Wind Monitoring System



**2023 WG-100**  
New Product

# WG-100



## SPECIFICATION

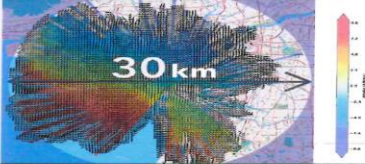
Maximum range : 15km  
Wind velocity range : +/- 45m/s  
Range Interval : 9m, 18m, 38m, 75m  
Wind velocity accuracy : < 0.1m/s  
Laser wavelength : 1543nm [eyesafe laser]  
Dimensions : 60cm x 74cm x 106cm  
Weight : 180kg  
Power consumptions : 400W ave /800W max  
Casing IP classification : IP55  
Scanning rate : 6rpm  
Output data format : NetCDF  
Observation Modes :  
PPI, RHI, Pointing, CAPPI, DBS/VAD

### Horizontal Wind Profile



Height profile of horizontal wind speed and comparison with a radiosonde result.

### Observation Range



The observation distance varies depending on building obstacles and aerosol.

### Dual Observation



By converting the data of two Doppler LIDARS, it is possible to obtain a more precise wind speed and direction.



**METRO WEATHER**

## EXHIBIT C: INSURANCE REQUIREMENTS

User 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 and the results of that work by the User, his agents, representatives, employees or subcontractors.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if User has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the User’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable – see footnote next page)*

If the User maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the User including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the User’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, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

### ***Primary Coverage***

For any claims related to this contract, the **User's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the User's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

### ***Umbrella or Excess Policy***

The User may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the User's primary and excess liability policies are exhausted.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

### ***Waiver of Subrogation***

User hereby grants to City a waiver of any right to subrogation which any insurer of said User may acquire against the City by virtue of the payment of any loss under such insurance. User agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. The City may require the User to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of User or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due User to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

***Claims Made Policies (note – should be applicable only to professional liability, see below)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior*** to the contract effective date, the User must purchase “extended reporting” coverage for a minimum of ***five (5) years*** after completion of work.

***Verification of Coverage***

User shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the User’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.