

CITY OF HOLLISTER
AIRPORT USE AGREEMENT

This airport use agreement (“Agreement”) is made and entered into this 20th day of November 2025 (“Effective Date”), by and between the City of Hollister, a California municipal corporation, acting by and through its Airport Director (“City”), and Wisk Aero LLC (“User”), located at 2700 Broderick Way, Mountain View, California (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;

WHEREAS, the User desires to install a Deployable Final Approach and Takeoff Area (“FATO”), which is a designated area on a vertiport where an aircraft completes its final approach to a hover or landing and initiates its takeoff and temporary surface for accessing the FATO on airport property for the purpose of testing infrastructure to integrate their aircraft with necessary ground systems, demonstrate vertiport requirements, and influence broader Advanced Air Mobility (“AAM”) policies and infrastructure providers. User will conduct operations with their Bell 206 Helicopter and Gen 6 electric vertical takeoff and landing (“eVTOL”) aircraft (“the Aircraft”);

WHEREAS, the User employs certificated pilots to operate the Aircraft in accordance with Title 14 of the Code of Federal Regulations Part 91 and the applicable Certificate of Waiver or Authorization (“COA”); and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions under which the User may install a FATO and temporary surface and conduct their testing operations of the Aircraft 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 on a month-to-month basis unless terminated by either Party or pursuant to the term and conditions hereinafter and shall continue in full force and effect as hereinafter provided for a period of three hundred sixty-five (365) day(s) thereby terminating on November 20, 2026, unless terminated sooner as provided herein. Wisk will have the option to renew for an additional year as needed.

II. Permitted Operations

User is hereby granted permission to operate and engage in the following activities at the Airport (activities collectively referred to as “Operations”):

- (1) install a FATO sized 100 ft. x 100 ft. and temporary surface for accessing the FATO (“the Equipment”) and conduct testing of the FATO infrastructure to integrate the Aircraft with necessary ground systems;
- (2) demonstrate vertiport requirements;
- (3) influence broader AAM policies and infrastructure providers;
- (4) conduct flight operations predicated on the Federal Aviation Administration (“FAA”) approval of the FATO location and aircraft approach and departure procedures.

User is authorized to conduct Operations up to seven (7) days per week. User shall provide the Airport advanced notice of planned Operations by email to hollisterairport@hollister.ca.gov. City and Airport shall not be liable for any delays, interruptions, or cancellations of Operations due to weather, airport operations, emergencies, or other circumstances beyond its reasonable control.

III. Facilities

User is hereby granted permission to use those facilities and areas of the Airport, as are more fully described in **Exhibit A**, attached hereto and made a part hereof (the “Facilities”), for their Operations. The User’s access is confined to the designated Facilities and necessary ingress and egress routes to access the FATO with a tow vehicle and support vehicles.

IV. Operational Requirements

Operational requirements include, but are not limited to, the following key provisions in this Section IV and are more fully described in **Exhibit B**, attached hereto and made a part hereof. In the event of any conflict between the provisions in this Section IV and **Exhibit B**, the provisions in this Section shall prevail.

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. Minimum personnel required to conduct Operations as further described in **Exhibit B**.
- iv. User shall employ appropriately licensed pilot(s), as determined by the FAA regulations, to conduct their Operations.
- v. Personnel shall wear safety vests at all times while using the Facilities as described in **Exhibit B**.
- vi. User shall escort all non-employees and non-contractors into the Airport Operations Area and are responsible for supervision of the guests while utilizing the facilities.

B. Equipment Requirements.

- i. User shall procure the FATO and temporary surface.
- ii. User shall submit a Form 7460 to the FAA for review and approval of the FATO location and related flight procedures. Such approval shall be provided to the Airport Director prior to installing the Equipment.
- iii. User shall be solely responsible for the cost of installation, performing the installation, operation, maintenance, repair, and replacement of all Equipment, as more fully described in **Exhibit B**, placed on the Facilities.
- iv. User shall ensure that all Equipment is maintained in good working condition at all times and shall promptly address any malfunctions, damage, or deteriorations. The temporary surface shall be inspected after each use to validate such material is securely in place and anchored to the ground so as not to become foreign object debris (“FOD”) or allow lifting by wind or propeller/rotor wash.
- v. User’s vehicles, driven in the Airport and Facilities, i.e. inside the Airport Operations Area fence, shall be flagged and/or utilize a flashing amber beacon while on a runway, taxiway or within the defined Facilities.
- vi. User’s personnel and all vehicles, including the Aircraft, shall be returned to the User’s on Airport hangars/buildings at the conclusion of daily Operations. Leaving vehicles or the Aircraft in the Facilities is expressly prohibited without prior written authorization from the Airport Director.

C. Safety Procedures.

- i. While utilizing the Facilities, User shall have an aviation band radio and monitor the Airport Common Traffic Advisory Frequency (“CTAF”),

- 123.00, for situational awareness and for making appropriate notifications while conducting Operations as described in **Exhibit B**.
- ii. City shall maintain the area adjacent to the Facilities to Airport standards, free of any structures, airport or other vehicles and equipment.
 - iii. Prior to and after conducting any Operations, the User must examine the condition of the Facilities and Equipment 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.
 - iv. In the event of damage resulting from User's Operations or other activities, User must pay for and cooperate with the Airport to repair all damage to the Airport, Facilities, or other Airport aircraft in a timely manner.
 - v. User shall adhere to any applicable 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".
 - vi. User shall not allow any equipment associated with their Operations to conflict with aircraft on the runways, taxiways, or ramps at any time.
 - vii. 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.
 - viii. 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).
 - ix. Operational-related notifications of a non-emergency nature should be made to the Airport via email to hollisterairport@hollister.ca.gov or by telephone at (831) 902-9292. For occasions when the Airport administrative staff may not be available and the matter requires immediate attention, the Airport Director may be contacted at (831) 902-7433.
 - i. 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, i.e. providing the vehicle access gate code, to the Airport to any parties that are not their employees or contractors. 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. Operations are strictly limited to the Facilities specified in **Exhibit A**. There may be no storage of equipment or materials, including the Aircraft, on the Facilities without prior written authorization from the Airport Director. No modification is permitted to the designated Facilities unless directed in writing by the Airport Director.

VI. Airport User Fees

- a. Fees. User agrees to pay two thousand three hundred dollars (\$2,300.00) per month for use of the Facilities. Payment shall be made payable to the City of Hollister and delivered or mailed to the following address on the first day of the month for which payment is due.

Hollister Municipal Airport
60 Airport Drive
Hollister, CA 95023
Re. Airport Use Agreement Fee

- b. Penalty for Late Payment. In the event any payments remain unpaid for ten (10) 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. However, neither the City nor Airport will allow a third-party's use of the Facilities or Equipment that does not fall within the parameters of the proceeding sentence.

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 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**, attached hereto and made a part hereof. Neither User nor any of the User Parties shall commence in any use of the facility including installation of the deployable vertiport and temporary surface until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by City. 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, including any violation of Airport Rules and Regulations. Upon termination, User shall cease all Operations, remove all equipment and property from the Facilities and Airport, and pay all outstanding fees and charges.

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

Jim Pia, Interim City Manager

Date

USER

Tyler Painter, CFO
Wisk Aero LLC

Date

EXHIBIT A: DESIGNATED FACILITIES & INGRESS/EGRESS



EXHIBIT B: WISK AERO CONOPS

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Proposed Deployable Final Approach and Takeoff Area (FATO) at Hollister Municipal Airport (KCVH)

AOPD00001006

Revision A

[REDACTED]	
[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED] [REDACTED]	[REDACTED]

Not subject to U.S. Export Administration Regulations (EAR) (15 C.F.R. Parts 730-774) or U.S. International Traffic in Arms Regulations (ITAR), (22 C.F.R. Parts 120-130).

PROPRIETARY NOTICE: The information contained in this document is the property of Wisk Aero LLC [REDACTED]

[REDACTED]



Revision History

Rev	Date	Author(s)	Description of Changes
A	09/25/2025	[REDACTED]	Initial release.

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1 Introduction

1.1 Purpose

Describe Wisk's proposed location and intended use of the deployable FATO at Hollister Municipal Airport (KCVH).

1.2 Scope

Wisk's proposed deployment is viewed as a positive step towards integrating innovative aviation technologies at KCVH (the Airport). This document describes Wisk's intended use and proposed location of the deployable FATO. To formalize this operation, the Airport and Wisk will establish a year-by-year Airport Use Agreement, which will govern the terms and conditions for the use of the deployable FATO.

This document does not include operating limitations for Wisk-owned Bell 206 helicopter as the surrogate vehicle and Gen 6 aircraft, those are defined outside of this document.

2 Hollister Environment

The below describes Wisk's proposed vertiport location and deployable solutions at the Hollister Airport.

2.1 Vertiport Location

Wisk analyzed various locations and determined that the below location, situated at the south end of Runway 31, is most suitable. This location is also consistent and in alignment with the Airport's long-term development plans, which include the future establishment of vertiport infrastructure to support Advanced Air Mobility (AAM) operations.

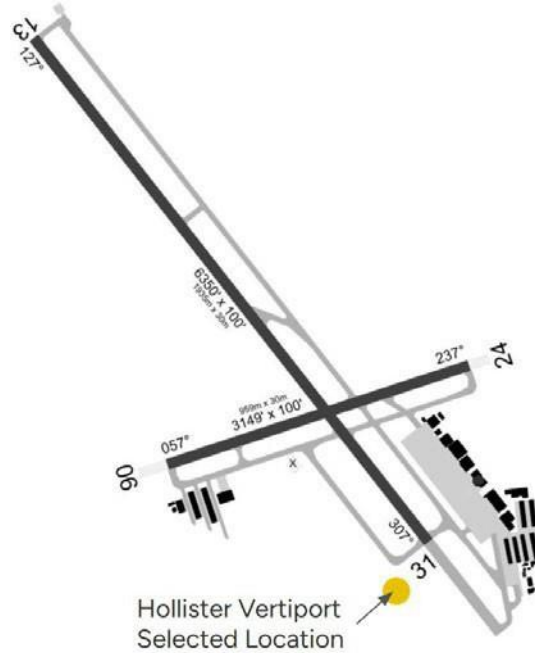


Figure 2-1: Proposed Hollister Vertiport Location

2.2 Deployable FATO

Wisk proposes to operate a deployable Final Approach and Takeoff (FATO) area on airport grounds, sized 100 ft x 100 ft, that meets existing vertiport sizing requirements (per [FAA Engineering Brief 105A, Vertiport Design](#)). The solution will be provided by a vendor that has prior experience in deploying similar infrastructure at other locations. The solution is a modular steel structure, deployable on ground and on elevated surfaces. It can be expanded in size due to its modularity, and includes integrated lights and solar panels for self-charging. It also allows for integrating sensors and additional ground components into the FATO to enable testing of our approach and landing operations.



Figure 2-2: Deployable FATO

2.3 Temporary Surface Area

Wisk plans to use temporary materials provided by a vendor to connect the FATO to the existing taxiway for towing Gen 6 onto and off the FATO surface. The material is modular, temporary, and allows for flexibility to reallocate the surface to other locations at the Airport, if desired in the future.



Figure 2-3: Temporary Surface Area for Towing

3 Operations

Wisk's Gen 6 is an electric takeoff and landing (eVTOL) aircraft that takeoff and land at vertiports for our Entry-Into-Service (EIS) operations.

Given that Wisk does not intend to design, build, own, or operate vertiports, Wisk will foster the establishment of a deployable vertiport through partnership arrangements with the Hollister Municipal Airport. Wisk aims to leverage this deployable FATO as a testing infrastructure to integrate our aircraft with necessary ground systems, demonstrate vertiport requirements, and influence the broader AAM policies and infrastructure providers.

3.1 Landing Operations

Since 2024, Wisk has conducted a number of flight tests on Wisk-owned Bell 206 helicopter (N54NY) as the surrogate vehicle to Wisk Gen 6 aircraft (CX6-1). We have demonstrated that the prototype ground system is capable of meeting the designed navigational performance.

As a continuation of the testing effort, Wisk intends to test configuration of the ground system to inform the FAA on relevant vertiport standards and specifications. For such testing, Wisk plans to conduct approach and landing operations into the deployable FATO - initially with the Bell 206 Helicopter and later on with our CX6-1.



3.2 Towing Operations

Towing operations would be conducted with Wisk Gen 6 aircraft (CX6-1). A Wisk-owned tow truck will move Gen 6 into the FATO via the existing taxiway, and then drive off the FATO using the temporary surface area.

4 Acronyms

All acronyms referenced in the document are listed below.

Table 4-1: List of Acronyms

Acronym	Definition
AAM	Advanced Air Mobility
CVH	Hollister Airport
EIS	Entry Into Service
eVTOL	Electric Vertical Take-Off and Landing
FATO	Final Approach and Takeoff Area

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 shall be included as additional insureds on the CGL policy, but only for liability caused in whole or in part by the acts or omissions of the User of those acting on its behalf. 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).

The additional insured coverage required under this Agreement shall not be limited to the extent of the User’s negligence but shall apply to the fullest extent permitted by law, except that coverage shall not apply to the sole negligence or willful misconduct of the City.

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.