

City of Foster City

REQUEST FOR PROPOSAL

For

Concession Operations
- Foster City Park System -

Leo Ryan Park
Sea Cloud Park
Werder Park
East Third Avenue

October 2014

October 2014

The City of Foster City is requesting proposals for a concession(s) for the Foster City Park System. The term of the concession agreements is intended to be multi-year and span a calendar year, such that all concession agreements will have a January 1 renewal date.

Included in this RFP is a general description of each park and the type(s) of concessions available at each park site. Concessionaires may submit for proposals for any portion of this RFP.

PARK DESCRIPTION

Leo J. Ryan Park Memorial Park is located in the center of the city, encompassing 20 acres overlooking Central Lake, the largest water expanse in the lagoon system, and is home to the William E. Walker Recreation Center. Besides the wonderful waterfront setting, the Park includes an outdoor amphitheater; sailboat tie-up facilities; boardwalk; expansive lawn areas; a gazebo on the lake; tennis and bocce ball courts; a hilltop picnic area; Boat House, and restroom facilities.

Concessions Available

1. Boat House/Lagoon Water Activity **available for bid by October 27, 2014** with award of concession contract on January 5, 2015. (Exhibit A – Addendum Scope of Work)
2. Electric Duffy Boat Rental, current concession contract through December 31, 2016.
3. Mobile Food, concession **available for bid by October 27, 2014** with award of concession contract on January 5, 2015.

----- ##### END OF SECTION ##### -----

Sea Cloud Park has been called the "sporting gem" of the Peninsula. It is the home of the Foster City Little League and offers more than 23 acres of baseball diamonds; soccer fields; lawn area; play apparatus; snack shack; batting cages; and restrooms.

Concessions Available (None at this Time)

1. Snack Shack Operation, current concession contract through December 31, 2015. This contract has historically been awarded to the City's youth sports programs to assist with their operating costs.

----- ##### END OF SECTION ##### -----

Werder Park is located at the Werder Pier site and was San Mateo County property that was “given” to the City of Foster City. Werder Park is accessible via Beach Park Boulevard and/or E. Hillsdale Boulevard.

Werder Park provides Bay Trail access. The park was designed with an interest to provide passive space and visual interest through site sculpture. Picnic space is available for rent for groups 25-50 through the Parks and Recreation Department. The design and construction of Werder Park is scheduled to be complete by June 2015.

There are currently no concessionaires at Werder Park. Being a site that has levee pedway access, it is common to see bikers and walkers in this area.

It is the interest of the Parks and Recreation Department that the concessionaire share costs toward bathroom maintenance. This may be a percentage of gross receipts, a flat annual fee, or an alternative proposal.

Concessions Available

1. Bike Rental, concession **available for bid by October 27, 2015** with award of concession contract on January 5, 2015.
2. Mobile Food, concession **available for bid by October 27, 2015** with award of concession contract on January 5, 2015.

Note: Operations at this site will be based on the completion and opening of the park.

----- ##### END OF SECTION ##### -----

East Third Avenue is a premiere kiteboard location. East Third Avenue is accessible via Lakeside Drive. It is approximately 25 miles south of San Francisco and 30 miles north of Silicon Valley.

Site improvements have recently been completed as of November 2014. Improvements consisted of:

- Environmental and design consultant work for grading, drainage, and concrete work
- Synthetic turf areas
- Outdoor rinse station
- Restroom
- Pedway striping and signage
- Fencing
- Site furniture

There are currently three concessionaires authorized for operations at East Third Avenue. They all provide a variety of kiteboard, windsurf, and stand up paddleboard

services. There is significant drop-in use as well at this location. There are an estimated 200 kiteboard/sailable days per year; an average stay of three hours; and an estimated 20,000 people annually using this site for kiteboarding and/or windsurfing.

In addition to the kiteboard/windsurf communities, East Third Avenue is a popular location where the community fishes, stops for lunch, watches the water activities, and utilizes the levee pedway for biking, walking, and dog walking.

Concessions Available

1. Kiteboard, (3) current concession contracts through December 31, 2016
2. Mobile Food, concession **available for bid by October 27, 2014** with award of concession contract on January 5, 2015.

----- ##### END OF SECTION ##### -----

SELECTION CRITERIA

The City policy in awarding concession agreements will be based largely on the most qualified proposer, not necessarily the proposer who offers to pay the highest percentage concession fee. The City will carefully investigate each proposer's background and experience in operating mobile concessions.

Criteria for selection of a concessionaire will include:

1. Previous employment and/or experience in operating the specified concession.
2. Ability to demonstrate past success in concession experiences through documentation or other form, ex. locations, frequency, recommendations, etc.
3. A statement of personal history and qualifications will be required to determine background of a potential concessionaire.
4. The quality and quantity of proposed services and equipment to be provided and fees to be charged to the public; appropriateness of meeting community needs with proposed services.
5. The percentage of the gross receipts to be paid to the City/District as concession fee.
6. Community service contributions, such as monetary contributions; collaborations with volunteers and City staff; partnerships with professional organizations; etc.
7. Impact to site of proposed services.
8. A statement of safety precautions and procedures.
9. Possession of Foster City business license (required to run a business in Foster City).
10. Possession of necessary permits and licenses to operate the proposed concession.

Proposers are cautioned to take into account insurance costs and the possessory interest tax that will be assessed to the operation.

The City of Foster City invites you to submit a proposal for consideration in the City's selection process. Please forward your proposal as instructed below and return it to the specified address prior to the due date.

TO: City of Foster City
Attn: Jennifer Liu, Recreation Manager
650 Shell Blvd.
Foster City, CA 94404

This Request for Proposal includes the following:

- Section 1: Site Photos
- Section 2: Program Elements
- Section 3: Sample Agreement

TERMS AND CONDITIONS

1. **DATE DUE:** Monday, December 8, 2014 by 5:00pm
2. **QUESTIONS:** Call Jennifer Liu, Recreation Manager, at 650-286-3390 for questions regarding this RFP.
3. **REPLY FORMAT:** The entire proposal, including all attachments, must be submitted by the due date to the above address. Consultants must submit three (3) copies of their proposal. You are free to organize your proposal as you wish, so long as it includes the requested information. Consultants are required to clearly identify any limitations or exceptions to the requirements defined in this RFP.
4. **FIRM QUALIFICATIONS:** Consultants shall have been in business doing this type of work in California for at least three years. Consultants shall provide references to the City upon request.
5. **RESPONSIVENESS AND SELECTION PROCESS:** The decision for selection will be made on a combination of criteria, including: aesthetics of proposed concept; functional integration of new facilities to the surrounding environment; functional appeal of the proposed facilities to the skateboarding community, and quality and completeness of proposal; Consultant's ability to perform in a timely fashion; and the City's perception of Consultant's stability.

The City reserves the right to reject any and all proposals or to waive any minor errors, discrepancies or irregularities. The selection will be at the discretion of the City and may be made in any manner that best meets the needs of the City.
6. **PROPOSED CONTRACT:** Section 3 of this RFP is a Sample Agreement that the City intends to use in awarding an agreement for the design development. Consultant should review the terms and conditions contained in the Agreement and must note any exceptions, additions or modifications they would propose for consideration by the City. Blanket substitution of the Consultant's standard contract for the City Agreement will not be permitted.
7. **LITIGATION:** In the event of litigation between the parties concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and associated costs. The laws of the State of California shall govern this Agreement. If any provision of this Agreement becomes invalid or unenforceable, the remainder of this Agreement shall not be affected.
8. **CANCELLATION CLAUSE:** The City may terminate and cancel any purchase order or contract that result from this RFP without obligation at any time prior to receipt of the goods or services.

9. **INDEPENDENT FIRM:** It is agreed that the Consultant is an independent company and all persons working for or under the direction of the Consultant are its agents, officers and employees and not agents, officers or employees of the City.

10. **HOLD HARMLESS:** Consultant shall defend, indemnify and hold the City, its officers, employees and agents (including the construction management firm and general contractor for the project) harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage and death, which may arise from the Consultant or Consultant's, subconsultants, agents or employees operating under this Agreement, excepting suits and actions brought by Consultant for default of this Agreement or to the extent the claim arises out of the sole negligent or willful misconduct of City. City shall cooperate reasonably in the defense of any action, and Consultant shall employ competent counsel, reasonably acceptable to the City Attorney.

11. **SIGNATURES:** The undersigned understands and agrees that the conditions set forth in the instructions to Consultant, the terms and conditions, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed as part of the proposal.

CONSULTANT:

Company Name	Street Address of Company
Signature of Officer	City, State, Zip
Printed Name of Officer	Telephone No./Fax No.
Title of Officer	Federal I.D. Tax Number

INSURANCE REQUIREMENTS

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INSURANCE REQUIREMENTS FOR CONTRACTORS

The Consultant shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the firm, their agents, representatives, employees or subconsultants. The cost of such insurance shall be included in the Consultant's costs.

SCOPE AND LIMITS OF INSURANCE

Insurance requirements shall be as identified in the City's sample Agreement.

DEDUCTIBLE AND SELF-INSURED RETENTION

Any deductible or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, agents, employees and volunteers; or the Consultant shall procure an approved security guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER PROVISIONS

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

The City/District, its officers, agents, employees, volunteers, are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City/District, its officers, agents, employees or volunteers.

The Consultant's insurance coverage shall be primary insurance as respects the City/District, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City/District, its officers, agents, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City/District, its officers, agents, employees or volunteers.

Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

With regards to the Worker's Compensation and Employer's Liability Coverages, the insurer shall agree to waive all rights of subrogation against the City, its officers, agents, employees, and volunteers for losses arising from work performed by the Consultant for the City/District.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or increased in deductible limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. The Best's rating can be obtained by the Broker or the ABAG PLAN Risk Manager.

The Consultant shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences.

The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

SECTION 1 – Site Photos

Leo J. Ryan Memorial Park





Sea Cloud Park



Werder Park – concept and work in progress



East Third Avenue – Site Improvements in Progress (to be complete November 2014)



SECTION 2 – Program Elements

Submittal Requirements

General Design Concerns

Proposals should discuss or demonstrate the agency's sense of available options for addressing how the park site(s) would generate revenue and respond to the following City interests:

- Meet community needs
- Appeal to various park site users
- Provide a variety of options
- Appeal to general public as not interfering with park site use
- Enhance park site use
- Attract usage of service
- Environmentally friendly

Concession Operations

The City believes that the most critical aspects for a concession in these locations is the integration with existing activities; that the concession enhances the park site(s) and meets community interests; and is compatible with the philosophy of the Parks and Recreation Department of facilitating exceptional recreational experiences.

Concession Concept

Parks and recreation in Foster City is positioned as having an economic impact to the community. The regional and in some cases, the world-wide appeal of Foster City parks bring users from outside of the City to participate in our programs and utilize our spaces. The proposed concession concept should promote Foster City as a great place to live, work, and play.

Possible Concession Operations Considerations Include:

- Days of the week, hours of operation
- Special feature
- Customer service oriented
- Flexibility to adjust service based on community response

For the purpose of planning a concession, the concession should incorporate several important elements that demonstrate environmental stewardship and quality product which may include the following:

- Low level noise
- Zero waste
- Current and applicable permits

- Onsite maintenance
- Uniqueness / staying abreast of trends

SECTION 3 – Sample Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2014 by and between the City of Foster City hereinafter called "CITY" and _____ 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 render certain 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 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

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. 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 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 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 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.

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)
¹ Professional Liability	\$1,000,000 per claim and aggregate

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

¹ Note: Professional liability insurance coverage is not required if the contractor/vendor/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]

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
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to 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.

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 insure 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: _____

CONSULTANT: _____
(Fill in CONSULTANT Name, Address, Phone Number, and Project Manager for CONSULTANT)

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 Exhibit A, B and C, 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: _____

James C. Hardy, City Manager
(for contracts less than \$30,000)

Dated: _____

Charlie Bronitsky, Mayor
(for contracts \$30,000 or more)

ATTEST:

Dated: _____

Doris L. Palmer, City Clerk

APPROVED AS TO FORM

Dated: _____

City Attorney

CONSULTANT

Dated: _____

Print Name of CONSULTANT Authorized to Sign

EXHIBIT A

SCOPE OF WORK AND SCHEDULE

Please refer to the scope of work identified in SECTION 2 – Program Elements.

EXHIBIT A – ADDENDUM

SCOPE OF WORK: Leo Ryan Park – Boat House

Services Include:

- Windsurfing Lessons & Rentals
- Kayaking Lessons & Rentals
- Stand Up Paddle Boarding Lessons & Rentals
- Pedal Boat Rentals
- Hydrobike Rentals

Community Engagement

- *Water Guide Volunteers* – This program provides youngsters a place to develop interpersonal skills, discipline and good work ethics while having fun outdoors in a safe multi-cultural environment.
- *City Council* - Participation in council meetings and other civic events allows us to understand, and embrace city and department initiatives while developing valuable working relationships department management and the community leadership.
- *Park Patrons* – Strive to develop relationships with citizens, park employees, and visitors from surrounding communities and engage as public servants.
- *Lagoon Guardians* – Assist stranded or capsized boats, retrieve runaway boats, toys and sporting equipment dropped in the lagoon. Remove items that have been tossed in the lagoon that present a hazard to swimmers and boaters.
- *Social Media* – Maintain active social media pages which allow the community and others outside the community to experience the fun things available in Leo. J. Ryan Park. In addition to sharing the fun these sites allow us to share water safety tips and other recreational and event information.

Collaborative Efforts

- *Parks and Recreation Department* – Maintain service levels that are complementary of the philosophy of the Parks and Recreation Department and work cooperatively with the Department on enhancing sense of place in Leo Ryan Park
- *Police & Fire Departments* – Indirectly monitor park and lagoon activity; keeping close watch for activities that may be destructive, harmful, illegal and or unsafe.

- *Foster City Islander* - We work closely with the Islander, to identify interesting stories and news to attract individuals and families to Foster City and our Parks and Recreation activities.

EXHIBIT B
CONSULTANT'S FEE SCHEDULE

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

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**
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____
Contract Administrator

Endorsement and Certificates of Insurance Required		
	Insurer	Policy No.
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)		
<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/District, 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/District.
 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: