

GENERAL SERVICES AGREEMENT

THIS IS AN AGREEMENT between The City of McCleary an incorporated city in the State of Washington (“Client”) and David Evans and Associates, Inc., an Oregon corporation (“DEA”), together with Client, the (“Parties”), dated October 1, 2022, and any amendments thereto (collectively, the “Agreement”).

In consideration of the mutual promises between the parties, Client and DEA agree as follows:

Section 1. PROJECT

The purpose of this Agreement is to provide a master contract for professional consulting services and other related services (the “Services”) by DEA for Client relating to grant writing and funding strategies (hereinafter called the “Project”). The Services will be performed in any individual phase (or all phases) of the Project and will be performed under a series of Task Orders, each of which will define the scope (“Task Order Scope”), time of performance, and fees for the Services applicable to such Task Order, in substantially the form attached as **Attachment A, Task Order 1**.

Section 2. SERVICES

- 2.1 **TASK ORDERS:** Prior to commencement of any phase of Services, Client and DEA will agree upon and execute a written Task Order. Execution by Client and DEA of each subsequent Task Order will incorporate such Task Order into this Agreement. DEA is not authorized and will not be required to proceed with any phase of Services until Client and DEA have agreed upon and executed a Task Order for that phase of Services. Changes to existing Task Orders will be handled in accordance with **Section 5.2, Changes**.
- 2.2 **STANDARD OF CARE:** The Services provided by DEA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. DEA makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Services.
- 2.3 **TIME PERIOD FOR PERFORMANCE OF SERVICES:** DEA will commence its services in accordance with the time schedule set forth on each Task Order.

Section 3. PAYMENTS

- 3.1 **FEE FOR SERVICES:** Client will pay DEA for services performed as set forth on each Task Order.
- 3.2 **TIMES OF PAYMENTS:**
 - 3.2.1 **Invoicing and Payments.** The unbilled portion of the Services will be invoiced on or about the 10th day of the month for the portion of the Services completed as of the end of the prior month. Client will pay the invoiced amounts within 30 days of the date on the invoice, after which time payment will be considered delinquent (“Delinquent Payment”). Client will pay monthly late charges on all Delinquent Payments at a rate of 1.5% per month (or the maximum rate allowed by law, if less) for each month from the date of invoice. Payments will be credited first to interest and then to principal. DEA may, at Client’s sole risk and without liability or legal exposure to DEA or its subconsultants, suspend all Services until all Delinquent Payments have been remedied. If a Delinquent Payment remains outstanding for 60 days or more, Client will be considered in material breach of this Agreement.

Client will not withhold, back charge, retain or off-set any sums from payment to DEA for any reason, and waives any statutory or other rights to withhold, back charge, retain or off-set from the payments made or to be made to DEA. If Client believes that there is a defect or nonconformance in the Services, Client will address those issue(s) in accordance with **Section 5.1, Notifications** and, if necessary, **Section 6.1, Dispute Resolution**.

- 3.3 **PAYMENTS IN EVENT OF TERMINATION:** If this Agreement is terminated, Client will compensate DEA for all Services performed and expenses incurred under this Agreement.

Section 4. SPECIAL PROJECT PROVISIONS

- 4.1 **FURNISHED DATA:** Client will provide to DEA the relevant data in its possession relating to the Services, including, but not limited to, previous reports, maps, surveys, borings, and other information. Client will clearly delineate the boundary of the area(s) that comprise the Project. DEA may rely upon the accuracy of the information provided by Client in performance of the Services. Record drawings and construction documents (if any) will be prepared, in part, based on information compiled and furnished by Client and others, and may not always represent the exact location or type of various components, or the exact manner in which the Project is to be finally constructed. DEA is not responsible for any errors or omissions in the information obtained from others that are incorporated into the record drawings or construction documents or used in connection with the Services.
- 4.2 **TIMELY REVIEW:** Client will examine all studies, reports, proposals, and other related documents provided to Client by DEA and provide timely written decisions requested by DEA.
- 4.3 **ACCESS TO FACILITIES AND PROPERTY:** Unless otherwise agreed to by the Parties, Client will arrange safe access to all facilities, the site of the Project (the "Site") or other property as reasonably required for DEA to perform the Services. Client will provide labor and safety equipment, with exception to personal protective equipment (PPE), as required by DEA for its access. Client will also perform, at no cost to DEA, tests of equipment, machinery, pipelines, and other components of the facilities as may be reasonably required in connection with the Services. Client will identify necessary precautions and provide a safe and healthy environment for DEA personnel working at the Site in accordance with state and federal occupational safety and health guidelines.
- 4.4 **PERSONNEL AND ON-SITE ACTIVITIES:** Each Party will be responsible for all acts of its own personnel at the Site or otherwise performing any work relating to the Project. While at the Site, DEA's personnel will comply with the applicable requirements of any construction contractor or subcontractors ("Contractors") and Client's safety programs, of which DEA has been informed in writing. DEA will at no time supervise, direct, control, or have authority over any Contractor work, nor will DEA have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or related safety precautions and programs, nor for any failure of a Contractor to comply with laws or regulations applicable to such Contractor's work. DEA neither guarantees the performance of Contractors or others, nor assumes responsibility for their failure to perform work in accordance with the construction documents or safety standards.
- 4.5 **ADVERTISEMENTS, PERMITS, ACCESS AND CONSENTS:** Unless otherwise agreed to in the Task Order Scope, Client will obtain, arrange for, furnish and pay for advertisements for bids, permits, fees and licenses required by governmental authorities, land easements, rights-of-way and access, and such approvals and consents from others necessary for the Services or construction of the Project.

- 4.6 **NOTICE OF VIOLATIONS:** Client will promptly notify DEA in writing if Client becomes aware of: a) a violation of any law, regulation, permit or license relating to the Project; b) proceedings that commence that could lead to revocation of permits or licenses relating to the Project; c) actual revocation of permits, licenses or other governmental authorizations relating to the Project; d) any investigation, litigation, mediation or arbitration that is threatened or commenced that could affect DEA or the Project; or e) deficiencies in equipment or facilities that result in non-compliance with applicable laws, regulations, permits or licenses (collectively "Violations").
- 4.7 **OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES:** In providing opinions of probable cost, financial analysis, economic feasibility projections, and schedules for the Project, DEA has no control over many factors, including: a) the cost of labor, materials, equipment or services furnished by others, including quantities or unit pricing; b) a Contractor's methods of determining prices through competitive bidding or over market conditions; c) unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions; d) time or quality of performance by third parties; e) quality, type, management or direction of operating personnel; and f) other economic and operational factors that may materially affect the ultimate costs or schedule of the Project. DEA makes no warranty that Client's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from DEA's opinions, analyses, projections or estimates. If Client wishes greater assurance as to any of these factors, Client will employ an independent cost estimator, contractor or other appropriate advisor.
- 4.8 **LAWS NOW IN EFFECT:** DEA has based the schedule, fees, various estimates of costs for services, materials and equipment on the laws, rules and regulations in effect on the date of the applicable Task Order. Any change of relevant laws, rules or regulations, including laws relating to taxes or fees enacted after the effective date of the applicable Task Order may affect the final cost, schedule, scope or feasibility of the Project. DEA will be entitled to a reasonable adjustment of the Project schedule and additional compensation for costs and fees as necessary to comply with the change of relevant laws, rules or regulations.
- 4.9 **DEA CERTIFICATION:** Under no circumstances will DEA be required to sign any document resulting in DEA certifying, guaranteeing or warranting of DEA's Services, including, but not limited to the existence or non-existence of any condition(s) whose existence DEA did not or could not ascertain, or in which the certification cannot be reasonably modified. Client will not make any payment or dispute resolution contingent on, or tied to, DEA signing any such certificate, regardless of who requests such certification.
- 4.10 **DOCUMENTS AND RECORDS:**
- 4.10.1 **Instruments of Service.** All reports, plans, specifications, field data and notes and other documents, whether in hardcopy or in electronic form, including, but not limited to, software, e-mail or internet transfers, whether prepared by DEA or DEA's subconsultants, are instruments of professional service ("Instruments of Service") and are not products. In a discrepancy between a hardcopy document and electronic media, the hardcopy document will govern.
- 4.10.2 **Ownership.**
- DEA retains ownership of and all right, title to and interest in all Instruments of Service, whether in electronic media form or otherwise, and whether or not the Project is completed. Client agrees that any copies provided to Client by DEA are only for convenience and are not suitable for reuse by Client or others. Upon execution of this Agreement, DEA grants to the Client a nonexclusive license (the "License") to use the final Instruments of Service solely and exclusively for the Project so long as the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The License

permits the Client to authorize the Contractors, material or equipment suppliers, Client's consultants and other contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services related to the Project. If the Client is found to be in violation of this Agreement, the License will automatically terminate. Client will not assign, delegate, sublicense, pledge or otherwise transfer the License to another party without the prior written agreement of DEA. Any unauthorized use of the Instruments of Service will be at Client's sole risk and without liability to DEA.

--OR--

- Subject to the restrictions contained in this Section, ownership of final Instruments of Service will transfer to Client upon completion of the Services and payment in full to DEA for the Services. Notwithstanding the above, DEA will retain ownership of all standard details, drawings, reports, spreadsheets, processes, calculations, modeling and specifications ("Standard Details"). Client may use the final Standard Details to the extent incorporated in the Instruments of Service.

- 4.10.3 **Electronic Instruments of Service.** At DEA's request, Client will remove all title blocks with the name or other company identifiers of DEA, including names of employees and other professionals. Client acknowledges that incomplete Instruments of Service are not reviewed for errors or omissions, and are not appropriate for further use.
- 4.10.4 **Use of Instruments of Service.** Any reuse, change or alteration of any Instruments of Service is not permitted without DEA's written consent. To the fullest extent permitted by law, Client will indemnify DEA and DEA's lower tier subconsultants from any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of any changes made to or unauthorized use of any Instruments of Service, final or incomplete.
- 4.10.5 **Accounting Records.** DEA will maintain accounting records, including, but not limited to original receipts, invoices and related verification, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. To the extent required to verify the direct costs specific to the Project, these records will be available to Client during DEA's normal business hours for a period of one (1) year after DEA's final invoice for Services. Client may only audit accounting records applicable to a cost-reimbursable type compensation.

4.11 SPECIAL CONSTRUCTION-RELATED PROVISIONS:

- 4.11.1 **Construction Progress Payments.** Recommendations by DEA to Client for periodic construction progress payments to the Contractor(s) will be based on DEA's knowledge, information and belief based on a number of factors beyond DEA's knowledge or control. Specifically, the recommendations do not represent that DEA has examined: a) whether the Contractor(s) has completed the work in exact accordance with the construction documents; b) how or for what purpose the construction contractor(s) has used the monies paid; c) whether title to any of the work, materials, or equipment has passed to Client free and clear of liens, claims, security interests, or encumbrances; d) whether there are matters at issue between Client and the Contractor(s) that affect the amount that should be paid; or e) whether the final work will be acceptable in all respects.

4.11.2 **Construction Contract Terms.**

Client will include substantially similar terms as those listed in this **Section 4.11.2** in all agreements with Contractors related to the Project:

- A. To the fullest extent permitted by law, Contractor will indemnify Client and DEA from any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs for appeals), relating to bodily injury, sickness, disease or death, or to injury to or destruction of property including loss of use resulting therefrom, related to or caused by the negligent acts or omissions or willful misconduct of Contractor, its agents, or anyone for whose acts Contractor may be liable.
 - B. Contractor(s) will name Client and DEA and DEA's lower tier subconsultants as additional insured on all Contractor's liability policies, except professional liability and workers' compensation policies.
- 4.12 **ENVIRONMENTAL:** Unless specifically included on the applicable Task Order, the Services do not include any services related to Environmental Concerns (as defined in **Attachment C, Environmental**). Except for items disclosed on **Attachment C, Environmental** as revised on any applicable Task Order, Client represents that there is no known or suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Materials, Hazardous Substances or other Environmental Concerns located at or near the Site. The Parties agree to further terms regarding the handling of environmental matters contained in **Attachment C, Environmental**.
- 4.13 **NONDISCRIMINATION:** Neither Party will discriminate against, exclude from participation in, deny the benefits of, harass or allow harassment against, any person with regard to race, color, sex, religion, national origin, pregnancy, age, citizenship status, physical or mental disability, military status, genetic condition, marital status, sexual orientation, or any other legally protected criteria, except when applicable and as permitted by Section 12940 of the California Government Code. All personnel decisions, including, but not limited to, recruitment, hiring, training, promotion, compensation, overtime, benefits, safety, transfers and layoffs, will be administered without discrimination. Both Parties understand that while executing the terms of this Agreement it may be subject to and will comply with:
- A. Executive Order 11246 relating to Equal Employment Opportunity and non-discrimination and affirmative action obligations;
 - B. The Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in programs conducted by federal agencies, in programs receiving federal financial assistance, and in the employment practices of federal contractors;
 - C. Executive Order 13201 which requires federal contractors to post certain notices informing their employees that they have certain rights related to union membership and use of union dues and fees under federal law;
 - D. The Vietnam Era Veterans' Readjustment Assistance Act, as amended; DEA and Client will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741(a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

Section 5. CHANGES AND DELAYS

- 5.1 **NOTIFICATIONS:** Client will give prompt written notice to DEA if Client becomes aware of any development that may affect the scope, timing or accuracy of the Services or any issue relating to the contractual obligations of the Parties, including a change in the Client's financing (a "Potential Issue"). The DEA Project Manager and appropriate employee of Client will diligently pursue resolution of any change in Task Order Scope or other action on account of the Potential Issue. If the issue is not resolved within a reasonable period, employees of the Parties who have the

authority to make binding decisions on its behalf will attempt in good faith to resolve the issue within 30 days. If the issue is not resolved by the end of the 30 day period, either Party may pursue mediation pursuant to **Section 6, Disputes and Termination**.

- 5.2 **CHANGES:** Client may request changes, revisions, additions or deletions (collectively, "Changes") to the Scope of Services to a Task Order. Client and DEA will execute a written amendment to such Task Order prior to DEA's performance (if any) of such Changes. Any request by DEA for adjustments in fee, time schedule or scope on account of such Changes will be made in writing and mutually agreed by the Parties. If a new Task Order is required, DEA and Client will execute a new Task Order subject to **Section 2.1, Task Orders**.
- 5.3 **SUSPENSION OF SERVICES:** DEA will, upon 14 working days' written notice from Client, suspend, delay or interrupt all or a part of the Services. DEA will then resume the Services within 14 working days of receiving written notice from Client to do so if notice is received no more than 90 days from the date of suspension. If any suspension exceeds 90 days, DEA and Client must mutually agree to re-start the Services and the terms following this protracted suspension.
- 5.4 **DELAYS:** If DEA is delayed in the progress of the Services by any factors beyond DEA's reasonable control, including, but not limited to, strikes, lockouts, work slowdowns or stoppages, war, riots and other civil disobediences, sabotage, accidents, acts of Nature, labor shortages, epidemics, diseases, public health emergencies, acts of government, failure of any governmental or regulatory authority to act in a timely manner, failure of Client to timely pay invoices, furnish information or approve or disapprove of the Services in a timely manner, a Violation or faulty performance by Client or Contractors at any level (collectively, a "Delay"), DEA will give Client written notice of the Delay and estimate any adjustments in the schedule, fee and/or expenses attributable to such Delay. DEA is not responsible for changes, additional time, costs or expenses attributable to such Delay. Upon cessation of the cause of the Delay, DEA will give written notice to Client of any adjustments to the time schedule, fee and/or expenses, or any other matter contained in the Task Order, as a result of the Delay, and Client and DEA will in good faith mutually agree upon adjustments on account of such Delay.

Section 6. DISPUTES AND TERMINATION

- 6.1 **DISPUTE RESOLUTION:** DEA and Client will work in good faith to settle or compromise all disputes, controversies, or differences that arise out of or relate to this Agreement ("Disputes") by means of amicable discussions. All Disputes will be dealt with as follows:
- 6.1.1 **Resolution by Discussion and Mediation.** Either Party may send a written notice to the other party setting forth a detailed description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first 30 days following receipt of the Notice of Dispute, either Party will seek to have the Dispute resolved by non-binding mediation. Promptly upon selection of a mediator, the Parties will provide the mediator with copies of the Notice of Dispute, all relevant documents and a statement of their respective positions and will request that the mediator meet with the Parties within 30 days of such selection to consider and propose a resolution or a procedure for reaching a resolution.
- 6.1.2 **Resolution in Court.** If the Parties have not resolved the Dispute by mediation or alternative method, either Party may, after 60 days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), seek a resolution of the Dispute in accordance with **Section 8.3, Governing Law**.
- 6.2 **TERMINATION:** This Agreement may be terminated by either Party for any reason upon 14 days' written notice to the other Party. Both Parties waive any claims for damages (except for

nonpayment of services provided or expenses incurred by DEA), loss of profit or delay costs associated with the termination pursuant to this section.

Section 7. RISK ALLOCATION AND INSURANCE

7.1 **INTERPRETATION:** The use of the term DEA, Client or Party in **Section 7.2, Indemnifications and Consequential Damages and 7.3, Allocation of Risk**, also refers to each Party's respective officers, directors, employees, affiliated companies, agents, volunteers and subcontractors. Allocations of risk and indemnities in this Agreement are business understandings between the Parties and will apply to all the different theories of recovery, including breach of contract or warranty, tort, including, without limitation, negligence, strict or statutory liability, or any other cause of action. Client will not seek damages in excess of these limitations indirectly through suits with other parties who may join DEA as a third-party defendant.

7.2 INDEMNIFICATIONS AND CONSEQUENTIAL DAMAGES:

7.2.1 **Mutual Indemnity.** To the fullest extent permitted by law, each Party (the "Indemnifying Party") will indemnify the other party (the "Indemnified Party") from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeals), to the extent arising out of the negligent acts or omissions, breach of contract or willful misconduct of the Indemnifying Party. The Indemnified Party must give reasonable notice to the Indemnifying Party of any claim, and must not act or fail to act in any manner that would compromise the Indemnifying Party's position with respect to resolution or defense of the claim.

7.2.2 **Environmental Indemnity.** To the fullest extent permitted by law, Client will indemnify DEA from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of claims for liability sought under CERCLA, RCRA or other environmental laws, or relating to the presence, discharge, release or escape of Environmental Concerns on or from the Project. This provision does not obligate Client to indemnify DEA for claims, damages, losses and costs (including reasonable attorneys' fees and costs of appeal), to the extent caused by DEA's own negligence or willful misconduct.

7.2.3 To the fullest extent permitted by law, Client will indemnify DEA from any claims, damages, losses, costs and expenses, (including reasonable attorneys' fees and costs of appeal) arising out of claims of any certification or record document in connection with the Project executed or signed by DEA at the request of a governmental entity, lender or other third party, except to the extent claims result from the negligence or intentional misconduct of DEA.

7.2.4 **Defense.** The Parties expressly exclude any obligation to defend in an action to which indemnification obligations may apply.

7.2.5 **Mutual Waiver.** To the fullest extent permitted by law, each Party waives against each other any and all claims for or entitlement to special, incidental, indirect, punitive or consequential damages arising out of, resulting from, or in any way related to the Project.

7.3 **INSURANCE:** DEA and Client will comply with the insurance requirements set forth on **Attachment D, Insurance.**

Section 8. MISCELLANEOUS PROVISIONS

8.1 **COMPLIANCE WITH LAWS:** DEA will comply with applicable federal, state and local codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

- 8.2 **STATUS AS INDEPENDENT CONTRACTOR:** DEA represents that it will perform services as an independent contractor and not as an employee, agent, joint-venturer, fiduciary or partner of Client. DEA is responsible for the means and methods it uses in performing the Services. DEA and its employees will not qualify for workers' compensation or other fringe benefits of any kind through Client. Neither Party has the right, power or authority to bind the other.
- 8.3 **GOVERNING LAW:** This Agreement will be governed by the laws of the state in which the Site is located, without regard to principles of conflict of law. Any filing of a case, suit, or action related to this Agreement will be brought in such state.
- 8.4 **SUCCESSOR INTERESTS:** The covenants, conditions and terms of this Agreement will apply to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the Parties.
- 8.5 **NO THIRD-PARTY BENEFICIARIES:** This Agreement gives no rights or benefits to anyone other than Client and DEA and has no third-party beneficiaries, except as provided in **Section 4.10.2, Ownership.**
- 8.6 **ASSIGNMENT:** Client may not transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, rights of action, monies that are due or monies that may be due) without the prior written consent of DEA. DEA may employ any other party or entity it deems necessary or proper for any portion of the Services.
- 8.7 **WAIVER:** A waiver by either Party of any covenant, term or condition of this Agreement must be in writing. Such a waiver will not affect the waiving party's rights with respect to any other or further breach.
- 8.8 **SEVERABILITY AND SURVIVAL:** If any of the provisions contained in this Agreement or a Task Order are held for any reason to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision, and this Agreement or such Task Order will be construed as if it did not contain the provision. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement or a Task Order will survive its completion or termination for any reason, subject to applicable states of limitation or repose.
- 8.9 **CONSTRUCTION:** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement and each Task Order, and the decision of whether or not to seek the advice of counsel with respect to this Agreement or a Task Order is the sole responsibility of each Party. Neither this Agreement nor any Task Order will be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement or a Task Order.
- 8.10 **MODIFICATION:** This Agreement may only be modified by written amendment duly executed by both Parties.

Section 9. ATTACHMENTS AND SIGNATURES

This Agreement, including its attachments and schedules, is the entire agreement between Client and DEA and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement, any Task Order and any amendments may be executed by the Parties in counterparts and by electronic means. All executed Task Orders (including amendments to Task Orders) and the following attached documents are incorporated and by this reference made a part of this Agreement:

- Attachment A: Sample Task Order
- Attachment B: Hourly Rate Table
- Attachment C: Environmental (to be used for projects not involving environmental issues)

Attachment D: Insurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

Client:
CITY OF MCCLEARY

DEA:
DAVID EVANS AND ASSOCIATES, INC.

BY _____

BY _____

NAME _____
Print

NAME Gray Rand
Print

TITLE _____

TITLE Senior Scientist

DATE _____

DATE _____

STANDARD TASK ORDER FORM

TASK ORDER NO. 1
Grant Writing and Funding Strategies

Re: General Services Agreement between The City of McCleary ("Client") and David Evans and Associates, Inc. ("DEA") dated October 1, 2022.

Execution of this Task Order by Client and DEA will serve as authorization for DEA to carry out and complete the services as set forth below in accordance with the referenced Agreement between Client and DEA.

1. Scope of Services:

Task 1a. Administration & Coordination

This task includes coordination between the DEA grant writer and the City of McCleary's Public Works Director. Task includes:

- Weekly check-ins with Public Works Director
- Monthly invoices
- Monthly progress reports

Deliverables:

Monthly invoices and progress reports.

Assumptions:

Weekly check-in meetings will only happen when a grant writing task order is active.

Fee Note:

Fees for project administration will be billed on an hourly basis while project is active. Administrative fees are not expected to exceed 10% of active project billings.

Task 1b. Administration & Coordination

This task includes coordination between the DEA grant writer and the City of McCleary's Public Works Director.

- The DEA team will review City documents such as the Capital Facilities Plan, Parks Plan, Economic Development Plan, Comprehensive Plan, etc. and assist the Public Works Director in creating a list of priority projects.
- A discussion will follow to determine which projects/programs have been funded or are in the funding process, and whether there are additional needs to address.
- Meetings with City Council and/or Mayor may be included, as needed.

Deliverables:

City Deliverable – Priority Project List

Assumptions:

The Public Works Director will solicit Council approval of the priority projects list.

Task. 2 Grant Research and Strategic Planning

Following identification of a priority project list, the DEA grant writer will review our known list of grants and grantors, and search for additional resources according to the need to be addressed. Specific eligibility details for individual funders and projects will likely require additional discussion with City staff. This research will result in a Funding Strategy Memo that will include potential grants, loans, and partnerships that would be appropriate for funding each project. The funding

memo will include a discussion of each funding opportunity, application dates, eligibility requirements, and a proposed strategy for moving forward. DEA will also create an itemized estimate of costs to pursue each funding opportunity.

Deliverables:

Funding Strategy Memo
Estimated Cost Table

Assumptions:

City Council and staff will use the Funding Strategy Memo and Estimated Cost Table to determine which funding opportunities to pursue. Individual task orders will be assigned to DEA for each application. This task order does not include any grant writing tasks.

2. Time Schedule for Performance of Services:

Schedule to be determined between DEA and Client at project kick-off meeting. Schedule for grant writing projects to be determined on a task order by task order basis.

3. Fees for Services:

Rate Schedule

Hourly Rate Table shown on **Attachment A, Hourly Rate Table:**

Client will pay DEA a fee in an amount equal to (i) the time of all personnel engaged directly in connection with the Services based on the Rate Schedule or Hourly Rate Table, each subject to adjustment on March 1 of each year, plus (ii) an amount for expenses actually incurred based on the Rates for Expenses.

In addition to the Rate Schedule, the Fee is subject to a not-to-exceed amount of \$5,000.00. The not-to-exceed amount may be modified by an addendum to the Agreement or Task Order.

Expenses

"Expenses" may include, but are not limited to, costs for transportation; fees for permits; postage and freight; etc.

Mileage \$0.625 per mile

CLIENT:
THE CITY OF MCCLEARY

DEA:
DAVID EVANS AND ASSOCIATES, INC.

Signature _____

Signature _____

Name _____
 Print Name

Name _____
 Print Name

Title _____

Title _____

Date _____

Date _____

ATTACHMENT A
HOURLY RATE TABLE

Principal in Charge.....	\$225 - \$275
Project Manager	\$165 - \$225
Professional Engineer.....	\$170 - \$250
Engineering Designer	\$105 - \$145
Designer	\$125 - \$220
Landscape Architect.....	\$125 - \$142
Land Use Planner / Environmental Planner.....	\$135 - \$175
Grant Writer	\$135 - \$175
Project Administrator	\$110 - \$120
Administrative Assistant	\$100 - \$110
Graphic Specialist.....	\$120 - \$145
Scientist	\$100 - \$175
Survey Manager	\$200 - \$225
Senior Professional Land Surveyor	\$185 - \$210
Professional Land Surveyor.....	\$165 - \$185
Survey Technician.....	\$105 - \$148
Survey Field Crew.....	\$160 - \$275
Mileage.....	IRS Rate
Per Diem: Meals / Lodging	Current GSA Rate
Subconsultants.....	Cost plus 10%
Other Expenses.....	Cost plus 10%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	12/1/2022	10/3/2022
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : The Cincinnati Insurance Company	10677
	INSURER C : Continental Casualty Company	20443
	INSURER D : American Guarantee and Liab. Ins. Co.	26247
	INSURER E : American Zurich Insurance Company	40142
	INSURER F :	

INSURED 1330770 DAVID EVANS AND ASSOCIATES, INC.
2100 S RIVER PARKWAY, SUITE 100
PORTLAND OR 97201

COVERAGES MAIN CERTIFICATE NUMBER: 18979485 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GLO9830389	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP9830390	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXS0596384	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER: \$ XXXXXXXX
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9336626	12/1/2021	12/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	AEH591924704	12/1/2021	12/1/2022	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT NAME: ON-CALL GRANT WRITING AND FUNDING STRATEGIES FOR THE CITY OF MCCLEARY, WA. **SEE ATTACHED**

CERTIFICATE HOLDER 18979485 CITY OF MCCLEARY ATTN: CHAD BEDLINGTON 100 S 3RD STREET MCCLEARY WA 98557	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CLIENT, OWNER, AND ANY CLIENT SPECIFIED ENTITIES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA/EXCESS LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSURED'S OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA/EXCESS LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. SEVERABILITY OF INTERESTS CLAUSE APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS. THE EXCESS LIABILITY IS CONSIDERED FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY SUBJECT TO THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add	Any Location where you have agreed, through a written contract, agreement or permit, to provide
as an additional insured in a written contract or	Additional insured coverage except where such
written agreement.	Contract or agreement is prohibited by law.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV — Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Notification to Others of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	30

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DAVID EVANS AND ASSOCIATES, INC.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR
RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT
WITH THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: BAP 9830390

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER WRITTEN CONTRACT OR WRITTEN AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE	30
NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF	
INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT,	
WRITTEN AGREEMENT OR PERMIT EXCEPT WHERE SUCH	
CONTRACT, AGREEMENT OR PERMIT IS PROHIBITED BY LAW.	

All other terms and conditions of this policy remain unchanged.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
WC 00 03 13 (Ed. 04-84)**

POLICY NUMBER: WC9336626

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that required you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL

ENDORSEMENT This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

WC 99 06 43

Page 1 of 1

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Professional Liability and Pollution Incident Liability Insurance

Policy Endorsement

Policy Number: AEH591924704

NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or on-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

1. Thirty (30) days' notice; or
2. The number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

1. Sixty (60) days' notice; or
2. The number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.