



# DRAFT

## CITY OF SANTA BARBARA

### COUNCIL AGENDA REPORT

**AGENDA DATE:** February 15, 2022

**TO:** Mayor and Councilmembers

**FROM:** Engineering Division, Public Works Department

**SUBJECT:** Increase Funding For Water Main Replacement Design Services For FY23A Water Main Replacement

#### **RECOMMENDATION:**

That Council authorize the Public Works Director to amend a professional services agreement with Stantec Consulting Services Inc., Contract No. 26,272, in the amount of \$302,000, for a total contract amount of \$1,252,000 to allow for an additional engineering task.

#### **DISCUSSION:**

##### Background

On June 5, 2018, Council received a presentation and approved an increase of the annual water main replacement goal from one percent to two percent, or approximately six miles of the total distribution system. Beginning in 2018, Council has authorized master contracts with a number of consulting firms to supplement engineering support for the Water Resources Division. On September 18, 2018 Council approved Contract 26,272, with Stantec Consulting Inc. (Stantec), for as-needed water main replacement professional design services. On February 4, 2020, Council approved the first amendment to this contract. Stantec has provided design services for the Fiscal Year 2019, 2020, and 2021 water main replacement projects.

##### Current Status

Staff will be conducting a Request for Qualifications to re-authorize or add master agreements for this service in spring 2022. Staff is requesting an increase in contract authority because over seventy-five percent of the previously authorized amount is used. The Fiscal Year 2023A Water Main Replacement Project is ready for design. These services are need to maintain continuity implementing the fiscal year project. Stantec was selected through a Request for Proposals process, and has consistently performed these services for the previous fiscal year projects. This will be the final as-needed task issued for this contract.

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**BUDGET/FINANCIAL INFORMATION:**

Funding

There are sufficient funds in the Fiscal Year 2022 Water Fund to pay for the increases requested

**ENVIRONMENTAL REVIEW:**

Amending the current contract does not require California Environmental Quality Act (CEQA) review.

**WATER COMMISSION RECOMMENDATION:**

This item was presented to the Water Commission at its meeting on January 20, 2022, and the Commission voted **X-X** in support of staff's recommendation.

<b>ATTACHMENT:</b>	Stantec Design Proposal FY23A Water Main Replacement
<b>PREPARED BY:</b>	Philip Maldonado, P.E., Interim Principal Engineer/VF/Im
<b>SUBMITTED BY:</b>	Clifford M. Maurer, P.E., Public Works Director
<b>APPROVED BY:</b>	City Administrator's Office

# DRAFT ATTACHMENT

## Second AMENDMENT to

SANTA BARBARA CITY AGREEMENT NO. 26272

### AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment to Agreement No. 26272 is made as of \_\_\_\_\_ by and between the City of Santa Barbara (“City”) and Stantec Consulting Services Inc. (“Contractor”).

It is mutually understood and agreed by the City and the Contractor that the Agreement No. 26272:

1. The scope of work under the Original Agreement is amended to add the work described in the Contractor’s letter dated December 13, 2021 attached to this Amendment as Attachment A.
2. This Amendment increases the total compensation for all services under the Agreement by \$302,000 for a new not-to-exceed dollar amount of \$1,252,000 for all services.
3. The City and Contractor agree that, except as amended by this Agreement, all terms and conditions of the Agreement No. 26272 remain in full force and effect, and that the provisions of this Amendment shall become a part of the Agreement as if fully written therein.
4. This Agreement may be executed in any number of original counterparts. The Agreement will be effective when all parties have executed the same counterpart, or each party has executed separate counterparts and has delivered a copy of the signature page of the counterpart to the other party. Upon execution by all of the parties, the counterparts shall constitute one and the same Agreement. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage.

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**IN WITNESS THEREOF**, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

By: \_\_\_\_\_  
Clifford M. Maurer, P.E., Public Works  
Director

Stantec Consulting Services Inc. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

APPROVED AS TO FORM:

Ariel Pierre Calonne, City Attorney

By: \_\_\_\_\_  
Daniel S. Hentschke  
Assistant City Attorney

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Second AMENDMENT to  
SANTA BARBARA CITY AGREEMENT NO. 26272  
Attachment A

# DRAFT



December 13, 2021  
File: 184031074.214

**Attention: Ms. Victoria Fuertes**  
City of Santa Barbara  
Public Works Department  
630 Garden Street  
Santa Barbara, CA 93101

Dear Ms. Fuertes,

**Reference: FY23A Water Main Replacement Authorization v05**

Per your request, the City would like to prepare the FY23A Water Main Replacement Project (Project). This task will be based on the terms and conditions of the Contract for Water Resources Facilities Support Agreement Number 26,272.

## Project Understanding

In June 2018, the City of Santa Barbara (City) increased the long-standing goal of replacing one percent of the water system pipelines each year to two-percent. The City has asked Stantec to provide a proposal for the design services for the replacement of the Project. The Project includes approximately 3.8 miles of various diameter and material water mains within the City of Santa Barbara. Table 1 includes the proposed replacement location and proposed length.

**Table 1 – FY23A Water Main Replacement Proposed Locations**

Location	From	To	Approximate Replacement Length (LF)
<i>Cliff Drive</i>	<i>La Marina</i>	<i>Las Positas Road (Through Roundabout)</i>	<b>9,900</b>
<i>State Street</i>	<i>East Junipero Street</i>	<i>East Valerio Street</i>	<b>8,100</b>
<i>Alisos Street</i>	<i>Gutierrez Street</i>	<i>East Mason Street</i>	<b>2,100</b>
<b>Approximate Project Total</b>			<b>20,100 LF (3.8 miles)</b>

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December 13, 2021  
Ms. Victoria Fuertes  
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**Reference: FY23A Water Main Replacement Authorization v05**

## Description of Work Requested

Based on our request from you, we understand the following scope of work will be required for this project:

### Task 1. Project Management

Project management subtask includes the following responsibilities, not limited to:

#### 1.1 Project Meetings

Attend design meetings with the City staff. Meetings will be held virtually unless in-person is feasible.

- Kick off meeting
- 60% Design Review
- 90% Design Review
- One additional meeting as needed.

#### 1.2 Project Management

- Prepare progress billings and manage project schedule.

#### Deliverables:

- Project reports and invoices (PDF to City PM)

### Task 2. Site Mapping and Investigation

#### 2.1 Topographical Mapping

Perform conventional and/or GPS topographic field survey of the proposed waterline alignments. Topographic surveying and mapping will locate pavement, curbs, driveways, walks, median and parkway planters, and visible surface utilities (accessible sewer and storm drain manholes will be opened and the invert elevation, pipe size and pipe material will be noted), together with topographic features such as crowns, flow lines, grade breaks, etc. from back of walk to back of walk. Pavement and surface materials will also be identified, including speed bumps. Trees larger than 6" in diameter (measured at chest height) will be located and shown on the map along with detail information such as walls, signs, surface material limits, mailboxes and USA markings, if available.

**Note:** In areas where the topography poses a safety risk, we will interpret elevations based on available ground measurements.

- Create an AutoCAD drawing for the project base map, including surveyor's notes and legend. The scale of the base map will be 1" = 20' with a 1-foot contour interval.

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**Reference: FY23A Water Main Replacement Authorization v 05**

- Mapping will be based on the California State Plane Coordinate System of 1983 (CCS83), and the North American Vertical Datum of 1988 (NAVD88) based on ties to the City of Santa Barbara Control Network as shown on Record of Survey filed in Book 147, pages 70-74.
- Locate upstream and downstream gravity utility lines beyond the topographical mapping boundary (storm drain and sanitary sewer) inlets/outlets and invert elevations of all crossing gravity utilities. Approximate size of pipe entering/exiting manhole will be noted.
- Establish semi-permanent survey control points (magnetic nails in pavement or scribed "+" in concrete) along alignment for use by contractor during construction.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map, and legend. The scale of the base map is proposed to be 1" = 20' with a 1-foot contour interval.
- For this survey, the right-of-way mapping to be included with the topographic mapping will be based on the County Assessor's GIS parcel lines. During the design phase, it may be determined that the accuracy of the GIS parcel lines will not be suitable for all areas. For those areas where a greater accuracy is needed, additional research of public records would need to be conducted to determine the complexity of establishing the right of way. Based on the complexity and length of area needed, a corresponding fee adjustment would be required.

## 2.2 Survey Monument Research and Locating

Pursuant to California Business and Professions Code section 8771(b) "When monuments exist that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or licensed civil engineer legally authorized to practice land surveying, prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated, and a corner record or record of survey of the references shall be filed with the county surveyor." In conformance with said Code we have included herein fee to perform the office research and location calculations to efficiently locate the existent survey related monumentation in the field located within the project mapping area and depict said monumentation on our topographic base map. More specifically we have included fee to perform the following relating to monument locating within the topographic mapping areas described herein:

- Research maps and documents of public record encompassing those areas within our topographic mapping scope of work
- Prepare boundary calculations prior to the commencement of our field work
- Perform a preliminary site visit to locate monuments of record and create a field work plan for our survey crews
- Locate boundary related survey monuments in the field by survey crew
- Plot monuments found on the topographic base map; civil plan set shall show note monuments as "protect in place" or "survey monument location to be perpetuated by contractor prior to the commencement of work", or similar, if monument lies within the limits

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**Reference: FY23A Water Main Replacement Authorization v 05**

of work as depicted on the design documents. A general note shall be added to said plan set noting it is the responsibility of the contractor to conform to California Business and Professions Code section 8771

[Note: The purpose of the aforementioned scope is to identify those survey monuments that may be lost or obliterated during the course of the project to ensure the responsible party (the City, contractor, etc.) make all efforts possible to preserve and/or perpetuate the locations of the survey monuments pursuant to State Law.]

### **2.3 Utility Research and Base Mapping**

Stantec will perform a record search utilizing USA Dig Alert and available record drawings. Using the USA Dig Alert database and our contacts with the various agencies, we will request available as-built data, and request information on existing facilities and available future planned projects in the area that may potentially impact the proposed construction schedule.

The City will collect information on City-owned facilities record drawings and will provide this information to Stantec on a CD.

We will plot the information received from the City and utility providers to prepare the utility base map. All information received from utility providers will be submitted to the City for record keeping.

### **Task 3 Water Main Replacement Design**

Stantec will prepare design documents as listed below. Based on our experience and previous projects, Stantec assumes the following sheets: (1) Title Sheet; (1) Notes Sheet; (45) Plan and Profile Sheets; (3) Standard Detail Sheets.

#### **3.1 60 percent Drawings**

Stantec will prepare the 60 percent design drawings based on our previous experience with the City and project site meeting discussions. Our designs will include the following:

- Develop design base drawings using AutoCAD 2019 and the City of Santa Barbara CAD Standards and template.
- Perform a site visit to verify all surface features on the base drawing.
- Develop and draft preliminary design (60 percent). Preliminary design includes layout of pipeline alignments, pipe material and diameter. Alignment and tie-in locations to be reviewed and approved by the City prior to 90 percent plan development.
- Provide QA/QC on preliminary design.
- Submit preliminary Water System Design Drawings. We will submit one full sized 24"x 36" PDF file to the City Project Manager for review of proposed alignments and tie in locations.
- Submit preliminary GIS shapefiles of proposed alignments with attribute data loaded for City's use.

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**Reference: FY23A Water Main Replacement Authorization v 05**

- We will meet with the City project manager to discuss the City's review and comments. The City will provide one set of compiled comments. All comments (agreed upon by City and Stantec) will be incorporated into the next phase of the design.

### **3.2 Develop 90 percent Design Documents**

- Incorporate all previous City review comments (agreed upon by City and Stantec) into the drawings. Drawings will be complete and fully annotated. Changes to the alignment and tie over locations after 60 percent comments are incorporated may result in additional fee.
- Develop an Engineer's Opinion of Probable Construction Costs.
- City uses APWA Greenbook (Greenbook) specifications. Stantec will prepare a technical specification package that is not included in the Greenbook and incorporate the City's standard specification template and special provisions.
- Submit 90 percent Water System Design Documents. We will submit one full sized PDF file of the complete set of plans, opinion of probable construction costs, and draft technical specifications to the City's Project Manager.
- We will meet with the City Project Manager to discuss the City's review and comments. The City will provide one set of compiled comments. All comments (agreed upon by City and Stantec) will be incorporated into the next phase of design.

### **3.3 Develop 100 percent Design Documents**

- Incorporate City's 90 percent review comments into drawings.
- Finalize the Specification package incorporating all previous City review comments (agreed upon by City and Stantec).
- We will submit one full sized PDF file of the complete set of plans, opinion of probable construction costs, and draft technical specifications to the City's Project Manager.

### **3.4 Final Design Documents**

- Produce Final Bid Documents (plans, specs and estimate)
- Finalize Engineer's Opinion of Probable Construction Costs
- We will submit one full sized set of wet signed and stamped drawings on bond paper and one set of signed specifications to be used as the City bid documents. In addition, we will provide a complete set of ACAD e-transmit and Word specification files on a CD.

**Deliverables:**

- 60, 90, and 100 percent drawing sets (PDF to City PM)
- Water main shapefiles with attributes
- 90 and 100 percent opinion of probable costs and technical specifications (PDF and Word file to City PM)
- Final Design Documents (Plans, Specs and Estimate) (PDF to City PM)
- GIS Shapefiles for pipeline attributes (Electronic)

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**Reference: FY23A Water Main Replacement Authorization v 05**

## **Task 4 Bid Support**

### **4.1 Stantec will provide the following bid phase services:**

- Assist in the preparation of bid addenda (if required). Our budget assumes up to two addenda.
- Attend one pre-bid meeting (if required). Our budget assumes City Project Engineer will provide meeting agenda and run meeting.
- Respond to bidder questions received by the City and submitted to Stantec.

## **Task 5 Record Drawings**

### **5.1 Record Drawings**

The City will provide one set of compiled red line as-builts for the entire project (including City and Contractor mark ups) to Stantec and we will prepare a set of Record Drawings for the Project. We will submit record drawings in AutoCAD and PDF format.

## **SERVICES NOT INCLUDED**

The following services and all other services not specifically listed herein are excluded:

1. Governmental and public agency Map checking fees.
2. Preparing and filing Corner Records or maps of any kind.
3. Setting boundary or right-of-way monuments.
4. Sub-surface utility detection or potholing services.
5. Title Company reports, services and fees.
6. City of Santa Barbara utility record drawing research.
7. Engineering support during construction and construction administration. We would be happy to provide an additional scope of work if this service is requested.
8. Construction management services (change order, pay applications, dispute management and cost control).
9. Geotechnical services.
10. Environmental services including but not limited to biological studies, noise, archeological, etc. Stantec is happy to provide an additional scope of work for this work if needed.
11. Coastal development permit. It is anticipated the City will handle this effort.
12. Permit preparation and/or processing.
13. Traffic control plans.
14. Permit fees.
15. Services not listed herein.

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**Reference: FY23A Water Main Replacement Authorization v 05**

## Proposed Fee

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be approximately as follows:

**FY23A Water Main Replacement Project.....\$302,000**

Our charges will not exceed the above fee estimate without your prior authorization. Stantec reserves the right to reallocate budget between the tasks if necessary provided the overall total is not exceeded.

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

*As we are all aware, we are all working in unprecedented times as a result of the COVID-19 pandemic. The situation is a very fluid one. Our proposal is based on what we understand as of today, but may change as conditions change. We would be pleased to have a further discussion with you to share our respective plans and efforts to help manage and mitigate the impact of this evolving situation on your proposed project.*

## Authorization to Proceed

Should you require additional information or wish to discuss this work authorization further, please give me a call at (805) 285-9093. If this work authorization is satisfactory, please provide us written authorization to proceed by signing on the below signature line. This work shall conform to the terms and conditions of the Contract for Water Resources Facilities Support Agreement Number 26,272. The following is a summary of the current task orders assigned from the Agreement.

On-Call Task Orders	On-Call Task Order Details	Date	Task Amount	Remaining Amount of Agreement (Contract Amount of \$600,000)
Task 201	FY20 Watermain Replacement Project	11/30/18	\$331,026	\$268,974
Task 202	Cabrillo & Yanonali	10/5/2018	\$48,966	\$220,008
Task 203	Baldwin Rd. & Romaine Dr. Record Drawings	2/26/2019	\$2,500	\$217,508
Task 204	FY19A Watermain Replacement Project – Archaeologist & Native American Monitoring	5/29/2019	\$40,320	\$177,188

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**Reference: FY23A Water Main Replacement Authorization v 05**

Task 205	Additional Services FY20 A&B	8/22/2019	\$58,589	\$118,599
Task 206	FY19B Watermain Replacement Project – Archaeologist & Native American Monitoring	2/6/2020	\$43,460	\$75,139
Task 207	Cabrillo Water Service Laterals – Archaeologist & Native American Monitoring	4/1/2020	\$21,600	\$53,539
Task 208	FY20 Water Main Replacement Cultural Resources Services	4/7/2020	\$4,483	\$49,056
<b>Remaining On-Call Balance:</b>				<b>\$49,056</b>
<b>Additional Service On-Call Task Orders</b>	<b>On-Call Task Order Details</b>	<b>Date</b>	<b>Task Amount</b>	<b>Remaining Amount of Agreement (Additional Service Amount of \$350,000)</b>
209	Sycamore Canyon Transmission Water Main Replacement Alignment Evaluation	5/13/20	\$78,949	\$320,107
210	FY20 Watermain Replacement Project – Archaeologist & Native American Monitoring	7/15/20	\$46,400	\$273,707
211	Sycamore Canyon Transmission Water Main BRTR	7/28/20	N/A	\$273,707
212	Modoc Additional Service	8/31/20	\$9,000	\$264,707
213	FY21B (Previously Sycamore Canyon Transmission Water Main Design)	9/8/20	\$183,858	\$80,849
213.1	Cliff Drive (move from FY21A)	12/22/20	\$80,548	\$301
<b>Remaining On-Call Balance:</b>				<b>\$301</b>
<b>Proposed Additional Work</b>				
214	FY23A Water Main Design	12/13/21	\$302,000	

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December 13, 2021  
Ms. Victoria Fuertes  
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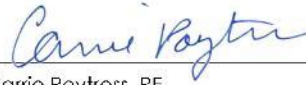
**Reference: FY23A Water Main Replacement Authorization v 05**

Regards,

**Stantec Consulting Services Inc**



Autumn Glaeser, PE  
Project Manager  
Phone: (805) 285-9093  
Autumn.Glaeser@Stantec.com



Carrie Poytress, PE  
Principal Engineer  
Phone : (805) 308-9158  
Carrie.Poytress@Stantec.com

By signing this work order authorization, City of Santa Barbara authorizes Stantec to proceed with the services herein described and the work will be performed under the terms and conditions of the On-Call Water Main Design Services Agreement Number 26,272. This proposal is accepted and agreed on the Day \_\_\_\_ of December 2021.

Per: City of Santa Barbara

Print Name & Title

Signature

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## FEE ESTIMATE - FY23A v05

Name	Dunn, Jeff	Glasier, Amanda	Zabacka, Jerry	Soria, Stephanie	Blairgort, Daniel	Gower, Haydon	Yule, Drew	Gower, Haydon	Expenses	Vertical Mapping	Project Summary				
Project Billing Rate	\$250.00	\$224.00	\$198.00	\$175.00	\$285.00	\$207.00	\$198.00	\$285.00	\$110	\$110					
Total Units (T&M)	46	110	140	380	26	70	228	289	1558.78	16833.04					
Fee (T&M)	\$11,500.00	\$24,640.00	\$27,720.00	\$66,500.00	\$6,110.00	\$14,490.00	\$45,144.00	\$82,365.00	\$1,714.66	\$21,816.34					

Task	Task Name	Units													
1	Project Management	2	60		20										
2	Site Mapping and Investigation	4	8	40	60	26	70	228	289	1500	19633.04				
3	Water Main Design	40	24	84	220					58.78					
4	Bid Support		16	8	20										
5	Record Drawings		2	8	40										

Task Type	Hours	Labour	Expense	Subs	Total
	82	\$17,440.00	\$0.00	\$0.00	\$17,440.00
	1034	\$172,821.00	\$23,466.34	\$0.00	\$196,287.34
	368	\$70,508.00	\$64.66	\$0.00	\$70,572.66
	44	\$8,668.00	\$0.00	\$0.00	\$8,668.00
	50	\$9,032.00	\$0.00	\$0.00	\$9,032.00

# DRAFT

Second AMENDMENT to  
SANTA BARBARA CITY AGREEMENT NO. 26272  
Attachment B



# DRAFT



## City of Santa Barbara

Public Works Department

[SantaBarbaraCA.gov](http://SantaBarbaraCA.gov)

January 3, 2022

### Main Office

630 Garden Street  
P.O. Box 1990  
Santa Barbara, CA  
93102-1990

Tel: (805) 564-5377  
Fax: (805) 897-2613

### Engineering

Tel: (805) 564-5363  
Fax: (805) 564-5467

### Facilities & Energy Management

Tel: (805) 564-5583  
Fax: (805) 897-2577

### Fleet Management

Tel: (805) 564-5402  
Fax: (805) 897-2515

### Streets Operations & Infrastructure Management

Tel: (805) 564-5454

### Transportation Planning & Parking

Tel: (805) 564-5385  
Fax: (805) 564-5467

### Water Resources

Tel: (805) 564-5387  
Fax: (805) 897-1991

Ronald Pike, President  
Pacific Materials Laboratory of Santa Barbara, Inc.  
[pml@pml.sbcoxmail.com](mailto:pml@pml.sbcoxmail.com)

SUBJECT: Authorization To Proceed – Contract for Soils Compaction Services  
FY21A Water Main Replacement

Dear Mr. Pike:

I am pleased to inform you that Agreement No. 28011 with your company for the subject project was executed by the City on December 14, 2021.

You are hereby given written Authorization to Proceed with the soils compaction services for FY21A Water Main Replacement Project effective January 10, 2022. Your completion date is August 31, 2022.

We are looking forward to working with your company on this project. If you have any questions, please call me at (805) 560-7544.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria Fuertes".

Victoria Fuertes  
Project Engineer I

VF/lm

Attachment: Professional Service Agreement No. 28011

cc: Brian D'Amour, P.E., City Engineer  
AS Ashleigh Shue, P.E., Principal Engineer  
PM Philip Maldonado, Supervising Engineer  
Matthew Ward, Fund Manager  
Norma Cervantes, Administrative Analyst  
Itzell Herrera, Accounting Assistant

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Second AMENDMENT to  
SANTA BARBARA CITY AGREEMENT NO. 26272  
Attachment C

DRAFT



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

4/22/2021

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	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1415077	STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Berkshire Hathaway Specialty Insurance Company	NAIC # 22276
		INSURER B: Travelers Property Casualty Co of America	25674
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15580768 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	ADDITIONAL INSURED	PRODUCER	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 <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	47-GLO-307584	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B B B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TC2J-CAP-SE086819 (AOS) TJ-BAP-SE086820 TC2J-CAP-SE087017 (NJ)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	47-UMO-307585	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	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/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 184038000 - FY20 ON-CALL SERVICE SFOR WATER MAIN DESIGN. SEE ATTACHED.

## CERTIFICATE HOLDER

15580768  
 CITY OF SANTA BARBARA  
 PUBLIC WORKS DEPARTMENT  
 ATTN: MS. LINDA SUMANSKY  
 630 GARDEN STREET  
 SANTA BARBARA CA 93101

## 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

*Joseph M. Amello*

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ACORD 25 (2016/03)

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

THE CITY OF SANTA BARBARA, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, IF REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSURED'S OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY STANTEC CONSULTING SERVICE SINC. IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. SEVERABILITY OF INTERESTS CLAUSE APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY, SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

ACORD 25 (2016/03)

Certificate Holder ID:



DRAFT

Attachment Code: D564542 Master ID: 1415077, Certificate ID: 15580768

Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City, MO 64112

STANTEC CONSULTING SERVICES INC.; 1415077



15580768  
CITY OF SANTA BARBARA  
630 GARDEN STREET,  
SANTA BARBARA, CA 93101

**Dear Valued Client:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **15580768**. **You must reference this Certificate ID number in order for us to complete this process.**

- ◆ **Certificate ID: 15580768**
- ◆ **Email: [kctsu@lockton.com](mailto:kctsu@lockton.com)**
- ◆ **Subject Line: TSU E-Delivery**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

**NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.**

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies  
Technical Services Unit**

Email / Mailing Update - Liability Certificates

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment Code: D522032 Certificate ID: 15580768

POLICY NUMBER: 47-GLO-307584

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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, 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 above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

## Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
47-GLO-307584	5/1/2021	5/1/2022				

### 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:
Those persons and organizations as stated in a certificate of	30
Insurance, on file with the insurer, as of the date of	
Cancellation.	

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER: TC2J-CAP-8E086819 (AOS); TJ-BAP-8E086820; TC2J-CAP-8E087017 (NJ)

IL T4 00 12 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED ENTITY - NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

CANCELLATION  
30

NUMBER OF DAYS NOTICE OF CANCELLATION:

NONRENEWAL  
NONRENEWAL: 30

NUMBER OF DAYS NOTICE OF

PERSON OR ORGANIZATION: Where Required By Written Contract

ADDRESS:

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

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**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 06 R3 (00)**

**POLICY NUMBER:** UB-3P635310 (AOS); UB-3P533004 (MA, WI)

**NOTICE OF CANCELLATION  
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX - CONDITIONS:  
**Notice of Cancellation To Designated Persons Or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, delivery or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

**Name and Address of Designated Persons or Organizations:**

WHERE REQUIRED BY WRITTEN CONTRACT.

**Number of Days Notice: 30**

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attachment Code: D522110  
Certificate ID: 15580768

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Attachment Code: D524752 Certificate ID: 15580768

**WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00)**

POLICY NUMBER: UB-3P635310 (AOS); UB-3P533004 (MA, WI)

**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 requires 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**

DESIGNATED PERSON OR ORGANIZATION

**WHERE REQUIRED BY WRITTEN CONTRACT**

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Second AMENDMENT to  
SANTA BARBARA CITY AGREEMENT NO. 26272  
Attachment D



DRAFT



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY)

9/16/2021

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	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1414100	STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Berkshire Hathaway Specialty Insurance Company	NAIC # 22276
		INSURER B: AIG Specialty Insurance Company	26883
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15580773 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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	47-EPP-308810	10/1/2021	10/1/2022	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab	N	CPO8085428	10/1/2021	10/1/2023	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 184038000 - FY20 ON-CALL SERVICE SFOR WATER MAIN DESIGN.

## CERTIFICATE HOLDER

15580773  
 CITY OF SANTA BARBARA  
 PUBLIC WORKS DEPARTMENT  
 ATTN: MS. LINDA SUMANSKY  
 630 GARDEN STREET  
 SANTA BARBARA CA 93101

## CANCELLATION See Attachment

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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ACORD 25 (2016/03)

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# DRAFT

Attachment Code: D522052 Certificate ID: 15580773

**Policy No: 47-EPP-308810 , NO RETROACTIVE DATE**

**Named Insured: See Attached Certificate**

**PROFESSIONAL LIABILITY**

**NOTICE OF CANCELLATION FOR THIRD PARTIES**

**This contract is amended as follows:**

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:

(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.