REQUEST FOR QUALIFICATIONS

TO PROVIDE

PUBLIC ART MANAGEMENT CONSULTING SERVICES FOR

TEMPORARY MURAL ART INSTALLATION ON NORTH CANON SOUNDWALL DURING THE CONSTRUCTION OF THE METRO PURPLE LINE EXTENSION PROJECT

CITY OF BEVERLY HILLS
Public Works Department
345 Foothill Road
Beverly Hills, CA 90210

September 7, 2018

Submittal Deadline: 2:00 P.M. September 21, 2018

Project Contact:
Teresa Revis – Management Analyst
Email: TRevis@BeverlyHills.org

RFQ #18-76
1.0 INTRODUCTION

The City of Beverly Hills (City) is soliciting proposals from qualified firms interested in providing public art development and management consulting services for the City of Beverly Hills for an art installation on a temporary construction wall at the intersection of N. Canon Drive and Wilshire Boulevard in Section 2 (Rodeo Station) of the Los Angeles County Metropolitan Transportation Authority (Metro) Purple Line Extension project.

The selected consultant will work with the City and stakeholders to select an artist, establish a budget, determine deliverables, manage the installation, determine maintenance requirements and recommend timeline and process for future installations.

This RFQ does not commit the City to pay any costs incurred in the preparation and presentation of submittals or to select any interested firms who respond.

Tentative Schedule

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change with appropriate notice to prospective responders.

<table>
<thead>
<tr>
<th>Event</th>
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<tbody>
<tr>
<td>RFQ Release</td>
<td>September 7, 2018</td>
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<tr>
<td>Proposals due and received</td>
<td>September 21, 2018</td>
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<tr>
<td>Candidate Interview</td>
<td>September 24 – October 4, 2018</td>
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<tr>
<td>Issue Notice of Selection</td>
<td>October 5, 2018</td>
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<tr>
<td>Negotiate Contract</td>
<td>TBD</td>
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<td>Issue Notice to Proceed</td>
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2.0 PROJECT BACKGROUND

Metro is currently undertaking the construction of the Purple Line Extension Project (Project). The Project area is located in western Los Angeles County and includes portions of the Cities of Los Angeles and Beverly Hills, as well as an unincorporated portion of Los Angeles County. Two stations will be located within the City of Beverly Hills, the La Cienega Station and the Rodeo Station (at the southwest corner of Wilshire and Reeves). The construction is anticipated to take 8 years with the majority of the street level work at the beginning and end.

In response to stakeholder concerns, City Council approved the temporary closure of N. Canon Drive at Wilshire Boulevard to vehicular traffic. Part of the implementation of this closure is the installation of a 20 foot high sound wall across N. Canon Drive just north of Wilshire Boulevard (Figure 1).

This wall is anticipated to be installed in January 2019 and remain up for a minimum of 2 years, maximum of 6 years. The thoughtful art selection, installation and potential rotation of art on the north-facing side of this sound wall is anticipated to enhance the aesthetics of the area and showcase public artwork that will draw tourists, residents, businesses and visitors.
3.0 SCOPE OF WORK

The Public Art Development and Management consultant will assist in the selection of the artist and assist in installation, maintenance and management of the artwork on the north facing side of the temporary sound wall at Wilshire Blvd. and N. Canon Drive for between 2 and 6 years. Covering the north side of the wall facing N. Canon Drive, the art is intended to frame an aesthetically pleasing cul-de-sac and pedestrian walkway.

The selected consultant’s tasks are expected to include:

1. Work with the City and Stakeholders to recommend appropriate artists
   - Anticipated meetings to include: 2 stakeholder meetings, 2 core group stakeholder meetings, 2 City staff meetings, 1 City Council meeting.

2. Work with the City and stakeholders on the specific artwork to be installed
   - Anticipated meetings to include: 1 stakeholder meeting, 1 core group stakeholder meeting, 1 staff meeting, 1 City Council meeting

3. Assist the City in contracting with the selected artist(s)

4. Manage the installation of the art considering the vehicular and pedestrian context around the art work, including determination of proper surface material and application and lighting design guidelines.
5. Determine best practices for changing the art work if desired and potentially manage selection and installation of change-outs (additional contract would be negotiated if needed)

6. Work with the City and stakeholders to determine the feasibility of leveraging Augmented Reality to add an additional layer of creative / storytelling onto the wall for all or a portion of the exhibit.

7. Provide recommendations and work with the City on appropriate public relations activities post-installation, including but not limited to events and outreach.

4.0 ELEMENTS OF THE STATEMENT OF QUALIFICATIONS

The Statement of Qualifications must contain sufficient information to enable the City to determine the merits of the firm. Statement of Qualifications shall not exceed 25 pages (excluding cover pages and dividers). The Statement of Qualifications must include the following elements:

1. Firm Organization and Background
   a. Introduction, including firm name, address, telephone number, fax number and email address of the person or persons authorized to represent the firm regarding all matters related to the Statement of Qualifications.
   b. Brief profile of the firm.
   c. Proposed project team.

2. Relevant Experience
   a. Description of firm’s qualifications and experience on similar projects.
   b. Provide resumes of proposed project team and relevant key personnel.
   c. Recent public agency projects of a comparable scope.
   d. Demonstration of a minimum of five (5) years of relevant experience.

3. References
   a. Provide a minimum of five (5) references.
   b. References must include client name, address, and phone number, brief description of the project, role/responsibility of firm on project, and the name/phone number of the client’s project manager or primary contact.
   c. It is the firm’s responsibility to verify the latest and current contact information for all references.

4. Fee Schedule
   a. Separate sealed envelope titled ‘Fee Schedule’ shall be submitted, including estimate and hourly rates.
   b. Fee schedule will be opened after short listing top ranked firms.

5. Contact
   a. Proposers shall not contact the City’s Mayor, Councilmembers, or staff during this RFQ process regarding the RFQ.
5.0 QUALIFICATION REQUIREMENTS AND SUBMISSION

Statement of Qualifications that do not arrive by the specified date and time, currently scheduled for September 21, 2018 at 2:00 PM, WILL NOT be accepted. Interested firms may submit their Statement of Qualifications any time prior to the above stated deadline. The Statement of Qualifications must be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ.

Cost and pricing information MUST be submitted in a separate sealed envelope labeled with the firm name, date and the title of this RFQ.

Interested firms shall submit three (3) hard copies and one (1) digital copy to:

   Attn: Teresa Revis, Management Analyst
   RFQ #18-76 - Public Art Management Consultant Services

Deliver to: The City of Beverly Hills will accept proposals on or before the date indicated above at the following location and address:

   Reception Desk
   City of Beverly Hills
   Public Works Building
   345 Foothill Road
   Beverly Hills, CA 90210

All questions are to be addressed to Teresa Revis, Management Analyst, via email at trevis@beverlyhills.org.

6.0 SELECTION

Selection of the Public Art Management Consultant will be based upon the quality of the Statement of Qualification, including comprehensiveness and responsiveness to the requirements of this RFQ and the following criteria:

- Similar work experience, references and qualifications of the Consultant.
- Consultant’s knowledge and understanding of the scope of work, the approach and methodology that will be used to complete the work.

After the Statements of Qualification are reviewed and selected candidates are interviewed, the candidate that, in the judgment of the reviewing panel, is the best qualified will be recommended for further negotiations on a consulting contract. Staff will recommend the contract for approval by the City Manager.

7.0 TERM OF CONTRACT

The City will prepare a contract for implementation between the successful Consultant and the City. See Exhibit A for a sample of the City’s contract agreement. Please indicate in your RFQ response any exceptions taken to the requirements of the agreement.
ATTACHMENTS

Exhibit A: Sample of City’s Professional Services Agreement
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<th>NAME OF CONTRACTOR:</th>
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<td>RESPONSIBLE PRINCIPAL OF</td>
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<td>CONTRACTOR:</td>
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<td>CONTRACTOR’S ADDRESS:</td>
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<td>Attention: TBD, TBD</td>
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<td>City of Beverly Hills</td>
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<td>455 N. Rexford Drive</td>
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<td>Beverly Hills, CA 90210</td>
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<td>Attention: Shana Epstein, Director of Public Works</td>
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<td>CITY’S ADDRESS:</td>
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<td>COMMENCEMENT DATE:</td>
<td>October 16, 2018</td>
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<tr>
<td>TERMINATION DATE:</td>
<td>June 30, 2019</td>
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<tr>
<td>CONSIDERATION:</td>
<td>Not to exceed $ 0000.00</td>
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AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TBD FOR PUBLIC ART MANAGEMENT CONSULTING SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and TBD (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses
CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance.

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or polices required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or
self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. **Indemnification.** CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. **Termination.**

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. **CITY's Responsibility.** CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. **Information and Documents.** All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. **Records and Inspections.** CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 5 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. **Changes in the Scope of Work.** The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. **Notice.** Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.
Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.
EXECUTED the _____ day of _____________ 20___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

____________________________________
Shana Epstein
Director Of Public Works

____________________________________
Robert Welch
Project Manager

CONTRACTOR:

____________________________________
APPROVED AS TO CONTENT

____________________________________
SHARON L’HEUREUX DRESSEL
INTERIM RISK MANAGER
EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services:

1. Work with the City and Stakeholders to recommend appropriate artists

   Anticipated meetings to include: 2 stakeholder meetings, 2 core group stakeholder meetings, 2 City staff meetings, 1 City Council meeting.

2. Work with the City and stakeholders on the specific artwork to be installed

   Anticipated meetings to include: 1 stakeholder meeting, 1 core group stakeholder meeting, 1 staff meeting, 1 City Council meeting

3. Contract with or assist the City in contracting with the selected artist(s)

4. Manage the installation of the art considering the context of vehicular and pedestrian context around the art work, including determination of proper surface material and application and lighting design guidelines.

5. Determine best practices for changing the art work if desired and potentially manage selection and installation of change-outs (additional contract would be negotiated if needed)

6. Work with the City and stakeholders to determine the feasibility of leveraging Augmented Reality to add an additional layer of creative / storytelling onto the wall for all or a portion of the exhibit.

7. Provide recommendations and work with the City on appropriate public relations activities post-installation, including but not limited to events and outreach.
EXHIBIT B

SCHEDULE OF PAYMENT AND RATES
EXHIBIT C
CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

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<th>COMPANIES AFFORDING COVERAGE</th>
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It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE: ___________________________ BY: ___________________________

Authorized Insurance Representative

TITLE: __________________________

AGENCY: __________________________ Address: __________________________