

**EXHIBIT A**

**CITY OF LOGAN**

**Contract Terms and Conditions for Professional Artist Services**

**Project: Logan Library Children's Area Mural**

1. **PARTIES:** This agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Logan, a Utah municipal corporation, hereinafter referred to as the "CITY", and \_\_\_\_\_, hereinafter referred to as "ARTIST".
2. **CONTRACT DOCUMENTS:** This agreement incorporates by reference the Request for Qualifications dated December 13, 2022, and the proposal submitted by Artist.
3. **AUTHORITY:** Provisions of this contract ("Contract") are pursuant to the authority set forth in Logan Municipal Code 3.04, and related statutes which permit the City of Logan to purchase certain specified services, and other approved purchases for the City of Logan.
4. **EMPLOYMENT OF ARTISTS:** The City hereby agrees to retain Artists to provide art services in accordance with the terms and conditions of this Agreement.
5. **SCOPE OF WORK:** The Parties agree that Artists shall perform such services as design and painting of mural art. The Parties agree that the Artists shall first submit a rendering of the proposed mural which will be approved by the City prior to being painted as a mural. Once approved, Artists agree to paint or install the mural at Logan Library Children's Area as specified in the RFQ. Artists acknowledge that the City, in its sole discretion, may withhold approval of the rendering. A copy of the approved rendering is attached hereto as **Exhibit A** and incorporated herein by this reference. Artists agree to paint the mural in conformity with the approved rendering. Final approval to any changes must be approved by the Mayor and Public Art Advisory Board prior to painting the mural. Artists agree to begin painting the mural once receiving written notice to proceed from the City. Artists agree to provide the City with a Maintenance Plan and schedule for the artwork.
6. **SCHEDULE:** Artists agree to finishing the mural no later than \_\_\_\_\_.
7. **COMPENSATION AND METHOD OF PAYMENT.** The parties agree that Artists will be compensated in the total amount of \$7,500. Said compensation includes the cost of all fees for paint, supplies, materials, consulting with the project team, design, execution, transportation and travel, site preparation, and installation of the artwork, including the application of an anti-graffiti coating. Half of the contract amount is due upon execution of this contract. The remaining half of the contract amount is due upon completion of the contract. Artist recognizes it is being compensated financially for its artwork and that the City will make an effort to maintain the artwork. The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Artist will be remitted by mail or electronic funds transfer.

The acceptance by the Artist of final payment without a written protest filed with the City of Logan within ten (10) working days of receipt of final payment shall release the City of Logan from all claims and all liability to the Artist for fees and costs of the performance of the services pursuant to this Contract.

8. **WAIVER:** Artist agrees to waive any right to control modifications and/or destruction of the painted or installed mural.
9. **WARRANTIES:** The Artist represents and warrants that: (a) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of inherent vice, defined as qualities that cause or accelerate deterioration of the Artwork; (b) maintenance of the Artwork will not require procedures substantially in excess of those described in the Maintenance Plan submitted by the Artist to the City prior to City's acceptance of the Artwork; and (c) all warranties provided to the Artist by the manufacturer of any materials used to create the Artwork will be transferred to the City. The warranties described in this paragraph shall survive for a period of two years after the City's final acceptance of the installation of the Artwork. In the event of any breach of warranty that is curable by the Artist and which cure is consistent with generally accepted professional conservation standards, the Artist shall, at the request of the City, cure such breach at no cost to the City. The City shall give notice to the Artist of any such observed breach with reasonable promptness, and, if required hereunder, the Artist shall cure such breach with reasonable promptness.
10. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Logan, in the First Judicial District Court for Cache County.
11. **LAWS AND REGULATIONS:** The person or entity contracting with the City of Logan under this Contract ("Artist") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
12. **RECORDS ADMINISTRATION:** The Artist shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Artist for costs authorized by this Contract. These records shall be retained by the Artist for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Artist agrees to allow State and Federal auditors, and City of Logan staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment
13. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
14. **DOCUMENT OWNERSHIP:**
  - 14.1 Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the Artwork, prepared by the Artist pursuant to this Agreement. Upon final payment by City to Artist, Artist shall deliver to City all work products applicable to the services provided under this Agreement.
  - 14.2 Copyright. Notwithstanding Section 14.1 above, Artist expressly reserves every right available to Artist in common law or under the Federal Copyright Act and all other rights in and to the Artwork except ownership and possession of the Artwork and any such rights as those limited or assigned by this Agreement. The City shall have the right to photographically or mechanically reproduce the Artwork for promotion without written agreement of Artist or further compensation due to the Artist. All reproductions of the Artwork by the City shall contain a credit to the Artist as follows: "© (Artist) – (year completed)."

Artist agrees to give credit in the following form: “Original owned by Logan City” in any public showing of any reproductions of the Artwork.

14.3 As of the date of City’s acceptance of the Artwork, the Artist represents and warrants that: (a) the Artwork is the original creation of the Artist; (b) the Artwork is unique and an edition of one; (c) that Artist will not produce a substantially similar replica of the Artwork, or allow others to do so on its behalf, without the prior written approval of City. City understands and acknowledges that the Artist may use materials, themes, elements, concepts, dimensions, colors and shapes used in the Artwork in other works of art produced by Artist and the use of similar materials, themes, elements, concepts, dimensions, colors and shapes in other works of art does not violate this Section.

#### **15. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION**

**SYSTEM”:** The Status Verification System, also referred to as “E-verify,” only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

##### 15.1 Status Verification System

- a. Artist certifies as to its own entity, under penalty of perjury, that the named Artist has registered and is participating in the Status Verification System to verify the work eligibility status of the Artist’s new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.
- b. The Artist shall require that the following provision be placed in each subcontract at every tier: “The subcontractor shall certify to the main (prime or general) Artist by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”
- c. The City of Logan will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.
- d. Manually or electronically signing the Proposal is deemed the Artist’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.

##### 15.2 Indemnity Clause for Status Verification System

- a. Artist (includes, but is not limited to any Artist or Consultant) shall protect, indemnify and hold harmless, the City of Logan and its officers, employees, agents, representatives and anyone that the City of Logan may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or Artists of the following: (a) Artist; (b) Artist’s subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Artist or Subcontractor may be liable.

**16. CONFLICT OF INTEREST:** Artist represents that none of its officers or employees are officers or employees of the City of Logan unless disclosure has been made. Artist also represents that it has no

conflict of interest in performing the services for the City of Logan under this Contract, unless such conflict of interest has been disclosed to the City of Logan and approval to proceed, notwithstanding the conflict, has been obtained from the City of Logan in writing.

- 17. ARTIST AN INDEPENDENT CONTRACTOR:** The Artist shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the City of Logan to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the City of Logan, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Artist by the City of Logan. The Artist shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the City of Logan for these Contract services. Persons employed by the City of Logan and acting under the direction of the City of Logan shall not be deemed to be employees or agents of the Artist.
- 18. INDEMNITY CLAUSE:** The Artist agrees to indemnify, save harmless, and release the City of Logan, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence of (a) the Artist, (b) the Artist's officers, agents, volunteers, or employees, (c) the Artist's subcontractors or subconsultants at any tier, or (d) anyone for whom Artist may be liable but not for claims arising from the City of Logan's sole negligence. The parties agree that if there are any Limitations of the Artist's Liability, including a limitation of liability for anyone for whom the Artist is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
- 19. EMPLOYMENT PRACTICES CLAUSE:** The Artist agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Artist agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the workplace. Artist also agrees to abide by any laws and policies of the City of Logan regarding any of the above-mentioned prohibitions in this paragraph.
- 20. PERFORMANCE EVALUATION:** The City of Logan may conduct a performance evaluation of the Artist's services, including specific personnel of the Artist. References in the Contract to Artist shall include Artist, Artist's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Artist.
- 21. WAIVERS:** No waiver by the City of Logan or Artist of any default shall constitute a waiver of the same default at a later time or of a different default.
- 22. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- 23. RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
- 24. SUSPENSION/DEBARMENT:** The Artist certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Artist cannot certify this statement, attach a written explanation for review by the City of Logan. The Artist must notify the Purchasing Agent within 30 days if suspended or debarred by any governmental entity during the Contract period.

## **25. TERMINATION:**

- 25.1 Unless otherwise stated in the Additional Terms and Conditions of the City of Logan, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 25.2 In the event of such termination, the Artist shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Artist agrees that in the event of such termination for cause or without cause, Artist's sole remedy and monetary recovery from the City of Logan is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Artist having to terminate contracts necessarily and appropriately entered into by the Artist pursuant to this Contract. Artist further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Artist under this Contract up to the date of termination are the property of the City of Logan and shall be promptly delivered to the City of Logan.

## **26. INSURANCE:**

- 26.1 To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Artist shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the City of Logan Risk Manager.
- 26.2 The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:
- a. Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
  - b. Professional liability and/or general liability insurance in the amount as described in the solicitation for this Contract, if applicable.
  - c. Any other insurance described in the solicitation for this Contract, if applicable.
- 26.3 Any type of insurance or any increase of limits of liability not described in this Contract which the Artist requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Artist's own expense.

- 26.4 The carrying of insurance required by this Contract shall not be interpreted as relieving the Artist of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.
- 27. STANDARD OF CARE:** The services of Artist and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Artist shall be liable to the City of Logan for claims, liabilities, additional burdens, penalties, damages or third-party claims (i.e., another Artist's claim against the City of Logan), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
- 28. CITY OF LOGAN REVIEWS, LIMITATIONS:** The right of the City of Logan to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Artist, as well as any approval by the City of Logan, shall not be construed as relieving the Artist from its professional and legal responsibility for services required under this Contract. No review by the City of Logan or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the City of Logan of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Artist shall be and remain liable to the City of Logan in accordance with applicable law for all damages to the City of Logan caused by the wrongful acts, errors and/or omissions of the Artist or its subcontractors or subconsultants at any tier, if any.
- 29. NONAPPROPRIATION OF FUNDS:** The Artist acknowledges that the City of Logan cannot contract for the payment of funds not yet appropriated by the City Council. If the Council does not appropriate funds for paying the City of Logan's obligations on this Contract, or if funding to the City of Logan is reduced due to an order by the Mayor, or is required by State law, or if Federal funding (when applicable) is not provided, the City of Logan may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the City of Logan upon 30 days written notice to Artist. If this Contract is terminated, or services and purchase obligations are reduced due to nonappropriation of funds or reduction in funding, as described in the preceding sentence, the City of Logan will pay Artist for services properly performed, and will reimburse Artist for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Artist's sole remedy, and the City of Logan will not be liable for any future commitments, penalties, or liquidated damages.
- 30. SALES TAX EXEMPTION:** The City of Logan's sales and use tax exemption number is 12238772-002-STC. The tangible personal property or services being purchased are being paid from City of Logan funds and used in the exercise of that entity's essential functions.
- 31. PUBLIC INFORMATION:** Artist agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Artist gives the City of Logan express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Artist also agrees that the Artist's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 32. PATENTS, COPYRIGHTS, ETC.:** The Artist will release, indemnify and hold the City of Logan, its officers, agents and employees harmless from liability of any kind or nature, including the Artist's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.

**33. ASSIGNMENT/SUBCONTRACT:** Artist will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City of Logan.

**34. DEFAULT AND REMEDIES:**

34.1 Any of the following events will constitute cause for the City of Logan to declare Artist in default of this Contract:

- a. Nonperformance of contractual requirements; or
- b. A material breach of any term or condition of this Contract.

**35.** Should Artist be in default under any of the provisions under Subsection 33.1 above, the City of Logan will issue a written notice of default providing a ten (10) day period in which Artist will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Artist's liability for damages. If the default remains after Artist has been provided the opportunity to cure, the City of Logan may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages if liquidated damages are listed in the Contract; or (4) Suspend Artist from receiving future solicitations.

**36. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Logan may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.

**37. PROCUREMENT ETHICS:** The Artist understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the City of Logan is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the City of Logan, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

**38. CONFLICT OF TERMS:** In order for any terms and conditions of the Artist to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Artist will apply to this Contract, including terms listed or referenced on an Artist's website, terms listed in an Artist quotation/sales order, etc.

**39. ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related City of Logan solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Artist's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Artist that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the City of Logan. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.

**40. DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The City

of Logan, after consultation with the Artist, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the City of Logan appoints such an expert or panel, City of Logan and Artist agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

OWNER:

ARTIST:

\_\_\_\_\_ City of Logan \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

END OF DOCUMENT



## EXHIBIT B

### CITY OF LOGAN INSURANCE AND BOND REQUIREMENTS

FOR: Logan Library Children's Area Mural  
December 2022

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

#### A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$2,000,000. Limits to apply to this project individually.
2. **PROFESSIONAL LIABILITY:** Not required.
3. **AUTOMOBILE LIABILITY:** Not required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. **PAYMENT and PERFORMANCE BONDS:** Not required.

#### B. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the City's Risk Manager, or his designee, **a minimum of five (5) business days prior to bid or proposal deadline.**

#### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Logan City. At the option of Logan City, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Logan City, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond

guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

**D. NOTICE OF INCIDENT OR ACCIDENT**

Contracting party shall agree to promptly disclose to Logan City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

**E. OTHER INSURANCE PROVISIONS**

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

**I. General Liability and Automobile Liability Coverages**

A. Logan City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Logan City, its officers, officials, employees or volunteers.

B. The Contracting party's insurance coverage shall be a primary insurance as respects to Logan City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Logan City, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Logan City, its officers, officials, employees or volunteers.

D. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

**F. VERIFICATION OF COVERAGE**

Contracting party shall furnish Logan City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Logan City before work commences. Logan City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

**G. SUBCONTRACTORS**

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.