

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GHD INC.**

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-14631 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and GHD Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-14631 with County on February 28, 2020 (hereinafter, “Agreement”) to provide professional design engineering services (hereinafter, “services”) for the Carmel Valley Road and Laureles Grade Roundabout (hereinafter, “Project”), Request for Proposals (RFP) #10679, through February 25, 2023, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$460,174; and

WHEREAS, Agreement was amended by the Parties on November 15, 2022 (hereinafter, “Amendment No. 1”) to update the provisions and to extend the term for one (1) additional year through February 25, 2024 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on April 21, 2023 (hereinafter, “Amendment No. 2”, including Exhibit A-1 – Scope of Services/Payment Provisions) to update the Rate Schedule, effective February 26, 2024, to extend the term for one (1) additional year through February 25, 2025, and to increase the amount by \$93,966 which resulted in a total not to exceed amount of \$554,140; and

WHEREAS, CONTRACTOR is currently finalizing 95% design (Plans, Specifications & Estimate (PS&E)) of the Project; and

WHEREAS, the Project has not been completed due to an unanticipated delay caused during the 65% design review which required an investigation to address a public comment received at a community meeting; and

WHEREAS, CONTRACTOR was assigned the task of evaluating and addressing the comments received which entailed assessing for potential impacts, including but not limited to: increased construction costs, implications for right of way, additional design expenses, and potential effects on the Project schedule; and

WHEREAS, the 100% design submittal is scheduled to be completed in December 2023 for construction of the Project to start early in 2024; and

WHEREAS, the Parties agree that the hourly rates in the Project Fee Sheets in Exhibit A – Scope of Services/Payment Provisions and Exhibit A-1 – Scope of Services/Payment Provisions of the Agreement remain valid through February 25, 2024; and

WHEREAS, additional services to the original scope of the Agreement as indicated in “Exhibit A-3 – Scope of Services/Payment Provisions” and incorporated by this reference are necessary to continue services to address comments which arose during the 65% design review; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to complete the additional needed services for completion of the Project; and

WHEREAS, the Parties wish to amend the Agreement to increase the amount by \$25,371.50 for a total amount not to exceed \$579,511.50 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1, “Services to be Provided”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-1, and A-3** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, A-2, and A-3**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$579,511.50.

3. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-3 – Scope of Services/Payment Provisions”.
4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 3 and the prior amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

Debra R. Wilson, Contracts & Purchasing Officer

By: Angelica Ruelas
4DFC1176E799451...

Its: Management Analyst/ Deputy Purchasing Agent
(Print Name and Title)

Date: 9/13/2023 | 11:04 AM PDT

CONTRACTOR*

GHD Inc DocuSigned by:

By: Kamesh Vedula
5B36872A72DD458...

Its: Kamesh Vedula, Vice President
(Print Name and Title)

Date: 9/12/2023 | 3:57 PM PDT

**Approved as to Form
Office of the County Counsel**

Leslie J. Girard, County Counsel

By: Kelly L. Donlon
22D690CA05A9405...
Kelly L. Donlon

Assistant County Counsel

Date: 9/13/2023 | 8:54 AM PDT

DocuSigned by:

By: J. Duncan Findlay
6AB79CFE0626454...

Its: J. Duncan Findlay, Secretary
(Print Name and Title)

Date: 9/12/2023 | 4:06 PM PDT

Approved as to Fiscal Provisions

Rupa Shah, Auditor-Controller

By: Patricia Ruiz
E79EF64E57454F6...

Its: Auditor Controller Analyst I
(Print Name and Title)

Date: 9/13/2023 | 9:52 AM PDT

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel

David Bolton, Risk Manager

By: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
GHD Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide additional services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Carmel Valley Road and Laureles Grade Roundabout Project (Project), as set forth below:

PHASE 0 – PROJECT MANAGEMENT		
0.1 PROJECT MANAGEMENT		
0.1.1.a Project Management – Due to the extent of the investigation, additional time needs to be spent with CONTRACTOR’s designers and to coordinate with County staff.		\$2,012
0.2 PROJECT INITIATION		\$0
0.3 COORDINATION MEETINGS		\$0
0.4 DESIGN REVIEW MEETINGS		
0.4.1.a Design Review Meetings – As the work proceeds, CONTRACTOR’s staff will coordinate design professionals, roundabout experts and stormwater engineers to evaluate the potential design and calculate estimates for the extra work.		\$2,065
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION		\$0
<i>Subtotal Phase 0</i>		<i>\$4,077</i>
PHASE 1 – PRELIMINARY ENGINEERING AND REPORTS		
1.1 DATA COLLECTION		\$0
1.2 GEOTECHNICAL INVESTIGATION		\$0
1.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY		\$0
1.4 UTILITY MAP AND INVESTIGATION		\$0
1.5 PRELIMINARY RIGHT-OF-WAY (ROW)		\$0
1.6 HYDRAULICS REPORT		\$0
1.7 GEOLOGIC HAZARDS REPORT		\$0
1.8 HYDROLOGY AND WATER QUALITY IMPACT		\$0
1.9 NOISE IMPACTS		\$0

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

1.10 MEETING/HEARING ATTENDANCE		\$0
1.11 35% SUBMITTAL – PRELIMINARY DESIGN AND TYPE SELECTION		\$0
<i>Subtotal Phase 1</i>		<i>\$0</i>
PHASE 2 – FINAL DESIGN		
2.1 UNCHECKED DESIGN SUBMITTAL (65% PLANS, SPECIFICATIONS & ENGINEERING ESTIMATE (PS&E))		\$0
2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)		
2.2.1.a Checked Design Submittal (95% PS&E) – CONTRACTOR staff will evaluate the following:		\$18,988
<ul style="list-style-type: none"> • Investigate acquiring new right of way and moving the retaining wall on the northeast corner back to accommodate a new 6-foot sidewalk/path. • Investigate shifting the roundabout to the southwest so that additional right of way would not be required. • Examine new construction staging options as a result of shifting the roundabout. • Investigate new stormwater (retention basins) features that would be needed if the roundabout design changed. • Investigate a new ped/bike crossing of Laureles Grade Road. • Investigate an offset ped crossing of Laureles Grade Road that would minimize right of way needed. • Evaluate the speed of approaching vehicles on the downgrade of Laureles Grade Road to determine if a ped/bike crossing was safe. • Evaluate the potential conflict between the ped/bike path and the existing culvert on the east leg. • Investigate a covered ped/bike path over a retention basin. • Investigate additional locations for retention basins with new right of way. • Evaluate additional tree removals along north side of Carmel Valley Road to accommodate new ped/bike path width. • Evaluate replacement of lost roadside drainage area if ped/bike path was installed. • Investigate utility relocation on the north side of Carmel Valley Road. 		
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)		\$0
2.4 ROW ACQUISITION SERVICES (If Required)		\$0
2.5 LEGAL DESCRIPTIONS AND EXHIBITS		\$0

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

2.6 BIDDING PERIOD SERVICES	\$0
<i>Subtotal Phase 2</i>	<i>\$18,988</i>
ADDITIONAL SERVICES	
As Additional Services within the proposed scope may necessary, an additional amount in the amount of \$2,306.50 will be added to the CONTRACTOR's proposed services, however Additional Services shall not be provided by CONTRACTOR unless prior written approval is received by County.	\$2,306.50
TOTAL INCREASE FOR AMENDMENT NO. 3 TO AGREEMENT:	\$25,371.50

- A.2** All written reports/products required under this Agreement must be delivered to the following individual in accordance with the schedule above:

Jose Miguel Sanchez, EIT, Assistant Engineer
County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: sanchezj9@co.monterey.ca.us
Phone: (831) 796-3009

B. PAYMENT PROVISIONS**B.1 COMPENSATION/PAYMENT**

County shall pay an increased amount not to exceed **\$25,371.50, for a total Agreement amount not to exceed \$579,511.50**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following Project Fee Estimating Sheet or in accordance with the following terms:

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Multi-Year Agreement (MYA) number (*MYA 3200*4956*), Project name (*Carmel Valley Road and Laureles Grade Roundabout*), and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PROJECT FEE SHEET

Project Name: Carmel Valley Road and Laureles Grade Roundabout

Client: Monterey County

Prepared by: J. Walter

Date: August 11, 2023

Reviewed by: R.Gibson

Job Number: 11203642

Phase / Item	GHD LABOR HOURS						GHD HOURS	TOTAL HOURS	PROJECT FEES	
	Walter	Boyle	Stevens	Gibson	Vanegas-Moran	Brechwald			OTHER DIRECT COSTS	TOTAL FEE
	Project Manager	QA/QC	Engineer E1	Project Engineer	Engineer D1	Engineer B1				
Phase 0 - Project Management	\$ 245	\$ 265	\$ 200	\$ 155	\$ 160	\$ 130				
0.1.1.a Project Management	8						8	0	\$52	\$2,012
0.4.1.a Design Review Meetings	4		2	4			10	0	\$65	\$2,065
SUBTOTAL PHASE 0	12	0	2	4	0	0	18	18	\$117	\$4,077
Phase 2 - Final Design										
2.2.1.a Checked Design Submittal (95% PS&E)	4	8	12	24	24	40	112	0	\$728	\$18,988
SUBTOTAL PHASE 2	4	8	12	24	24	40	112	112	\$728	\$18,988
PROJECT TOTALS	16	8	14	28	24	40	130	130	\$845	\$23,065

TOTAL INCREASE FOR AMENDMENT NO. 3 TO AGREEMENT SHALL NOT EXCEED \$25,371.50, FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$579,511.50.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2023

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com												
INSURER(S) AFFORDING COVERAGE													
INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: Allied World Assurance Company US Inc</td> <td style="text-align: right;">NAIC # 19489</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td style="text-align: right;">16535</td> </tr> <tr> <td>INSURER C: Beazley Insurance Company Inc</td> <td style="text-align: right;">37540</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Allied World Assurance Company US Inc	NAIC # 19489	INSURER B: Zurich American Insurance Company	16535	INSURER C: Beazley Insurance Company Inc	37540	INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Zurich American Insurance Company	16535												
INSURER C: Beazley Insurance Company Inc	37540												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES CERTIFICATE NUMBER: W29316530 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	0310-4497	12/01/2022	12/01/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 25,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
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B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COLL Ded: \$500 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded: \$250		Y	BAP 3757423-08	07/01/2023	07/01/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>Hired Physical Damage</td><td style="text-align: right;">\$ 100,000.00</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Hired Physical Damage	\$ 100,000.00				
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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 No	N/A	WC 0380936-08	07/01/2023	07/01/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> </table>	<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			
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C	Professional Liability			V29594220401	12/01/2022	12/01/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim:</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>Aggregate:</td><td style="text-align: right;">\$2,000,000</td></tr> </table>	Each Claim:	\$1,000,000	Aggregate:	\$2,000,000										
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Aggregate:	\$2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GHD Project no.: 11203642, Carmel Valley Road Roundabout

The County of Monterey, Its Officers, Agents and Employees are included as Additional Insureds as respects to General Liability and Auto Liability where required by contract or agreement.

General Liability and Auto Liability policies where required by contract or agreement shall be Primary and

CERTIFICATE HOLDER County of Monterey Contracts/Purchasing Division 168 West Alisal Street 3rd Floor Salina, CA 93901	CANCELLATION 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
--	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

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

<p>Name of Person or Organization:</p> <p>Where required by written contract</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where required by written contract
Location And Description of Completed Operations: Where required by written contract
Additional Premium: N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-08	07/01/2023	07/01/2024	07/01/2023		---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

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