



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-14631 ; Amendment No.: 2

- a. Find that the Carmel Valley Road and Laureles Grade Roundabout Project is categorically exempt per California Code of Regulations (CCR) Section 15301 of the California Environmental Quality Act (CEQA) Guidelines;
 - b. Approve Amendment No. 2 to Professional Services Agreement No. A-14631 with GHD Inc. to: include additional services associated with professional engineering for the Carmel Valley Road and Laureles Grade Roundabout Project under Request for Proposals #10679; update the Rate Schedule effective February 26, 2024; increase the not to exceed amount by \$93,966 for a total amount not to exceed \$554,140; and extend the expiration date one (1) additional year through February 25, 2025, for a revised term from February 25, 2020 to February 25, 2025;
 - c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the amount by more than 10% of the approved Agreement amount, subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office; and
 - d. Authorize the use of Carmel Valley Traffic Mitigation Fees, Fund 002, Balance Sheet Account 2653, by an increase of \$93,966 for a total amount not to exceed \$554,140 to allow for continued professional engineering services for the Carmel Valley Road and Laureles Grade Roundabout (4/5th vote required).
- Proposed CEQA Action: Categorically Exempt per CEQA Guidelines Section 15301.**

PASSED AND ADOPTED on this 18th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 18, 2023.

Dated: April 20, 2023
File ID: A 23-117
Agenda Item No.: 69

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GHD INC.**

THIS AMENDMENT NO. 2 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, environmental review of the Project has been completed and CONTRACTOR has completed 65% design of the Project; and

WHEREAS, additional services to the original scope of the Agreement as indicated in “Exhibit A-1 – Scope of Services/Payment Provisions” and incorporated by this reference are necessary due to continued coordination with various stakeholders and unforeseen design features that arose during the design process; and

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

WHEREAS, CONTRACTOR’s Rate Schedule requires an update effective February 26, 2024 as indicated in “Exhibit A-2 – Revised Rate Schedule” and incorporated by this reference; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete the services for the Project; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to February 25, 2025, increase the amount by \$93,966 for a total amount not to exceed \$554,140 and to update the Rate Schedule, effective February 26, 2024, as indicated in “Exhibit A-2 – Revised Rate Schedule” and incorporated by this reference to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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 and A-1** 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 and A-2**, 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 \$554,140.

3. Amend the first sentence of Paragraph 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from February 25, 2020 to February 25, 2025, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-1 – Scope of Services/Payment Provisions” and “Exhibit A-2 – Revised Rate Schedule” effective February 26, 2024.

5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

6. This Amendment No. 2 and the prior Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

DocuSigned by:
Debra R. Wilson
7B741937AA0D41B...
By: _____
Contracts/Purchasing Officer

Date: 4/21/2023 | 12:14 PM PDT

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

DocuSigned by:
Mary Grace Perry
A1933B26E717442...
By: _____
Mary Grace Perry
Deputy County Counsel

Date: 3/29/2023 | 10:14 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
By: _____
Auditor/Controller

Date: 3/29/2023 | 1:52 PM PDT

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel**

By: _____

Its: _____
(Print Name and Title)

Date: _____

CONTRACTOR*

GHD Inc.

Contractor's Business Name
DocuSigned by:
Kamesh Vedula
5B36872A7Z00458...
By: _____
(Signature of Chair, President or Vice President)

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

Date: 3/29/2023 | 8:35 AM PDT

DocuSigned by:
Duncan Findlay
6AB79CFF0626454...
By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

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

Date: 3/29/2023 | 8:49 AM PDT

*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-1 - 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	Project Management – Due to the covid pandemic and shut down, the project timeline has been extended significantly, creating additional time to be spent with CONTRACTOR’s designers and coordinating with CONTRACTOR’s subcontractors.	\$11,146
0.2	PROJECT INITIATION	\$0
0.3	COORDINATION MEETINGS	
0.3.1	Coordination Meetings – CONTRACTOR shall continue meetings with County staff and attendance at several virtual Town Hall meetings to discuss the project concepts.	\$2,658
0.4	DESIGN REVIEW MEETINGS	
0.4.1	Design Review Meetings – CONTRACTOR shall coordinate with Water Board to coordinate efforts in need to incorporate bioretention and water quality features for the design.	\$2,711
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION	\$0
<i>Subtotal Phase 0</i>		<i>\$16,515</i>
PHASE 1 – PRELIMINARY ENGINEERING AND REPORTS		
1.1	DATA COLLECTION	\$0
1.2	GEOTECHNICAL INVESTIGATION	
1.2.1	Geotechnical Investigation – Additional geotechnical services for design of a new retaining wall planned on the north-eastern side of	\$18,170

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

the intersection of Laureles Grade Road and Carmel Valley Road and new bioretention facilities at various locations within the project limits. CONTRACTOR proposes two (2) borings along the retaining wall alignment, and four (4) additional borings and subsequent borehole percolation testing at proposed bioretention facility locations.	
1.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY	
1.3.1 Field Surveys and Base Map Topography – Expand the topographic surveying an additional 150’ along Laureles Grade Road and 100’ and 150’ in the west and east directions respectively, of Carmel Valley Road, together with specific drainage features outside the previously defined survey limits, expanded topographic surveying for an addition 150’ along the east extension of Carmel Valley Road with prepared right of entry notification for the Bernardus property and provided right-of-way staking along the new dedication boundary, and conduct a drone survey and obtain digital orthophoto to compile features that have been constructed on the Bernardus property since the time of the original aerial survey within the original mapping limits.	\$14,033
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
1.10 MEETING/HEARING ATTENDANCE	\$0
1.11 35% SUBMITTAL – PRELIMINARY DESIGN AND TYPE SELECTION	\$0
<i>Subtotal Phase 1</i>	<i>\$32,203</i>

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**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 Checked Design Submittal (95% PS&E) – Due to extended timeline, CONTRACTOR has had to start and stop work progress and change staff engineers who have since left the company. Those changes have taken extra time to get CONTRACTOR’s new staff up to speed on the Project and pick up the design work from where left off.	\$25,095
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)	
2.3.1 Final Design Submittal (100% PS&E) – CONTRACTOR shall research truck escape ramps and develop possible solutions to address concerns identified regarding the possibility of large trucks coming down Laureles Grade Road losing brakes and going out of control as they approached the intersection.	\$10,310
2.4 ROW ACQUISITION SERVICES (If Required)	\$0
2.5 LEGAL DESCRIPTIONS AND EXHIBITS	\$0
2.6 BIDDING PERIOD SERVICES	
2.6.1 Bidding Period Services – CONTRACTOR shall answer questions and prepare addenda due to additional time not originally anticipated to update and revise the Project’s final bid package.	\$9,843
<i>Subtotal Phase 2</i>	<i>\$45,248</i>
Total Increase for Amendment No. 2 to Agreement:	\$93,966

- 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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an increased amount not to exceed **\$93,966**, for a total Agreement amount not to exceed \$554,140, 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 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-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



EXHIBIT A - PROJECT FEE SHEET

Project Name: Carmel Valley Road Laureles Grade Roundabout

Client: County of Monterey

Prepared by: J. Walter

Date: March 16, 2023

Reviewed by: R.Gibson

Job Number: 11203642

Phase / Item	GHD LABOR HOURS							GHD HOURS	TOTAL HOURS	PROJECT FEES					TOTAL FEE
	Vedula	Walter	Ries	Stevens	Gibson	San	Brechwald			OTHER DIRECT COSTS	Geotech	Surveys	GHD		
	Principal / QA/QC	Project Manager	QA/QC	Engineer E1	Project Engineer	Engineer D1	Engineer B1				Geocon	Whitson			
\$ 265	\$ 245	\$ 265	\$ 200	\$ 155	\$ 160	\$ 130									
Phase 0 - Project Management															
0.1.1 Project Management	4	40						44	0	\$286				\$11,146	\$11,146
0.3.1 Coordination Meetings (10)		8			4			12	0	\$78				\$2,658	\$2,658
0.4.1 Design Review Meetings (3)		4		2	8			14	0	\$91				\$2,711	\$2,711
SUBTOTAL PHASE 0	4	52	0	2	12	0	0	70	70	\$455	\$0	\$0		\$16,515	\$16,515
Phase 1 - Preliminary Engineering and Reports															
1.2.1 Geotechnical Investigation		2						2	0	\$13	\$17,667			\$503	\$18,170
1.3.1 Field Surveys and Base Map Topography		2						2	0	\$13		\$13,530		\$503	\$14,033
SUBTOTAL PHASE 1	0	4	0	0	0	0	0	4	4	\$26	\$17,667	\$13,530		\$1,006	\$32,203
Phase 2 - Final Design															
2.2.1 Checked Design Submittal (95% PS&E)		4	8	24	20	30	64	150	0	\$975				\$25,095	\$25,095
2.3.1 Final Design Submittal (100% PS&E)		4	4	8	8	12	24	60	0	\$390				\$10,310	\$10,310
2.6.1 Bidding Period Services		8		2	8	4	40	62	0	\$403				\$9,843	\$9,843
SUBTOTAL PHASE 2	0	16	12	34	36	46	128	272	272	\$1,768		\$0		\$45,248	\$45,248
PROJECT TOTALS	4	72	12	36	48	46	128	346	346	\$2,249	\$17,667	\$13,530		\$62,769	\$93,966

LAURELES - REVISED RATE SCHEDULE

Effective February 26, 2024



GHD Class	GHD Description	2023 CDN/US Rate
PROFESSIONAL		
A001	Senior Technical Director 1	\$ 375.00
A002	Senior Technical Director 2	\$ 350.00
A003	Senior Technical Director 3	\$ 315.00
A004	Technical Director 1	\$ 290.00
A005	Technical Director 2	\$ 265.00
A006	Senior Professional 1	\$ 240.00
A007	Senior Professional 2	\$ 220.00
A008	Professional 1	\$ 210.00
A009	Professional 2	\$ 180.00
A010	Professional 3	\$ 155.00
A011	Vacationer / Intern	\$ 145.00
CONSULTANT		
V001	Executive Consultant 1	\$ 470.00
V002	Executive Consultant 2	\$ 430.00
V003	Senior Consultant 1	\$ 350.00
V004	Senior Consultant 2	\$ 310.00
V005	Consultant 1	\$ 260.00
V006	Consultant 2	\$ 210.00
V007	Consultant 3	\$ 170.00
TECHNICAL		
B001	Lead Design Technician 1	\$ 350.00
B002	Lead Design Technician 2	\$ 320.00
B003	Lead Design Technician 3	\$ 285.00
B004	Senior Design Technician 1	\$ 260.00
B005	Senior Design Technician 2	\$ 240.00
B006	Design Technician 1	\$ 215.00
B007	Design Technician 2	\$ 205.00
B008	Drafting/Design 1	\$ 190.00
B009	Drafting/Design 2	\$ 165.00
B010	Drafting/Design 3	\$ 150.00
B011	Drafting/Design 4	\$ 140.00
B012	Intern Drafting/Design	\$ 125.00

GHD Class	GHD Description	2023 CDN/US Rate
ADMINISTRATION		
C001	Business Services Manager 1	\$ 310.00
C002	Business Services Manager 2	\$ 265.00
C003	Senior Business Services 1	\$ 200.00
C004	Senior Business Services 2	\$ 170.00
C005	Business Services 1	\$ 150.00
C006	Business Services 2	\$ 140.00
C007	Business Services 3	\$ 90.00
SITE BASED		
S001	Senior Construction Manager	\$ 345.00
S002	Construction Manager	\$ 295.00
S003	Lead Site Engineer/Supervisor	\$ 260.00
S004	Senior Site Engineer	\$ 235.00
S005	Site Engineer	\$ 215.00
S006	Lead Inspector	\$ 205.00
S007	Senior Inspector	\$ 155.00
S008	Inspector / Specialist 1	\$ 130.00
S009	Inspector / Specialist 2	\$ 120.00
S010	Clerk / Specialist 3	\$ 115.00
S011	Senior Site Manager 1	\$ 140.00
S012	Senior Site Manager 2	\$ 125.00
S013	Senior Site Manager 3	\$ 115.00
S014	Senior Site Manager 4	\$ 105.00
S015	Operator/Labourer 1	\$ 95.00
S016	Operator/Labourer 2	\$ 90.00
S017	Operator/Labourer 3	\$ 70.00
PROJECT SUPPORT		
D001	Project Support Manager 1	\$ 375.00
D002	Project Support Manager 2	\$ 350.00
D003	Senior Project Support 1	\$ 300.00
D004	Senior Project Support 2	\$ 260.00
D005	Project Support 1	\$ 235.00
D006	Project Support 2	\$ 215.00
D007	Project Support 3	\$ 195.00
D008	Project Support 4	\$ 170.00
D009	Project Support 5	\$ 150.00
D010	Project Support 6	\$ 90.00

GHD CY2023 Standard Rate Schedule

EXHIBIT A-2 - REVISED RATE SCHEDULE

Effective February 26, 2024



2023 Rate Schedule Notes

- 1) Rates are for employees of GHD companies.
- 2) An administration fee will apply to all invoices to cover in-house disbursements (Associated Project Costs) on a project. This will be charged at a rate of either:
 - 6% of total professional fees
 - Hourly rate of CAD \$7.50 or USD \$6.50

~~3) All travel will be invoiced at economy class rates. Lodging and meal expenses will be at cost plus agreed markup unless a per diem rate is negotiated.~~ ^{DS} EW ^{DS} DP 3/29/2023 3/29/2023 8:49 AM 8:49 AM PDT
 Contractor's Initials Date

- 4) All other project related disbursements, expenses and subcontractor costs will be invoiced with a markup of 15%.
- 5) Fee schedule is subject to change annually.

6) Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates. ~~Personal vehicle mileage rates will be charged in accordance with government regulated standard rates.~~ ^{DS} EW ^{DS} DP 3/29/2023 3/29/2023 8:49 AM 8:49 AM PDT
 Contractor's Initials Date

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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 3757423-07	07/01/2022	07/01/2023	07/01/2022		---	---

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.