



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-12598**

- a. Approve Amendment No. 7 to Agreement No. A-12598 with Lionakis to continue to provide architectural design services for construction administration through completion of the Jail Housing Addition Project, Project No. 8819, under Request for Qualifications No. 10401, to: increase the not to exceed amount by \$225,000 for a total amount not to exceed \$5,405,923 and to extend the expiration date from December 31, 2020 for six (6) additional months through June 30, 2021, for a revised term from November 18, 2013 to June 30, 2021; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 7 to Agreement No. A-12598 and any future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 1<sup>st</sup> day of December 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

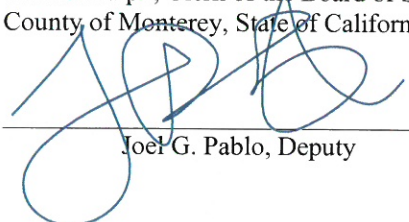
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 1, 2020.

Dated: December 1, 2020

File ID: A 20-472

Agenda Item No.: 41

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



Joel G. Pablo, Deputy

**AMENDMENT NO. 7  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
LIONAKIS**

**THIS AMENDMENT NO. 7** to Agreement No. A-12598 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Lionakis (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**, on November 5, 2013, the Board of Supervisors (BOS) approved Agreement No. A-12598 which CONTRACTOR entered into with County on November 18, 2013 (hereinafter, "Agreement") to provide architectural services for schematic design through construction (hereinafter, "services") for the Jail Housing Addition (hereinafter, "Project") through and including June 30, 2018 for an amount not to exceed \$2,608,643; and

**WHEREAS**, additionally on November 5, 2013, the BOS adopted Resolution No. 13-339 which authorized the expansion of Agreement No. A-12598 to increase its scope to comply with State full conditional award milestones with a not to exceed additional amount of \$3,500,000 for additional architectural services; and

**WHEREAS**, Agreement was amended by the Parties on March 25, 2014, (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through December 31, 2018 and to increase the amount by \$2,029,408 (of the previously BOS approved \$3,500,000) which resulted in a total not to exceed amount of \$4,638,051; and

**WHEREAS**, Agreement was amended by the Parties on December 20, 2018, (hereinafter, "Amendment No. 2") to update the indemnification provisions of the Agreement and to extend the term for one (1) additional year through December 31, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on July 23, 2019, (hereinafter, "Amendment No. 3") to increase the amount by \$342,872 (of the previously BOS approved \$3,500,000) which resulted in a total not to exceed amount of \$4,980,923 with no term extension; and

**WHEREAS**, Agreement was amended by the Parties on December 20, 2019, (hereinafter, "Amendment No. 4") to extend the term for three (3) additional months through March 31, 2020 and to increase the amount by \$200,000 (of the previously BOS approved \$3,500,000) which resulted in a total not to exceed amount of \$5,180,923; and

**WHEREAS**, Agreement was amended by the Parties on March 5, 2020, (hereinafter, "Amendment No. 5") to extend the term for three (3) additional months through June 30, 2020 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on June 17, 2020, (hereinafter, "Amendment No. 6") to extend the term for six (6) additional months through December 31, 2020 with no increase in the not to exceed amount; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to provide the services required by the County and to allow for completion of the Project; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for six (6) additional months to June 30, 2021 and to increase the amount by \$225,000 for a total amount not to exceed \$5,405,923 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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

1. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of this AGREEMENT on November 18, 2013 through and including June 30, 2021. County and CONTRACTOR may extend the term if the project is not completed by June 30, 2021.

2. Amend Paragraph 4.1 of Section 4.0, "Compensation and Payments", to read as follows:

It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT and as amended in accordance with the pricing sheet attached to Amendment No. 1, and as further increased by Amendment No. 3, Amendment No. 4 and by this Amendment No. 7 in the amount of \$225,000 for a total amount not to exceed \$5,405,923.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR\*

By: DocuSigned by: Debra Wilson, Contracts/Purchasing Supervisor  
7B741937AA0D41B  
Contracts/Purchasing Officer

Lionakis  
Contractor's Business Name

Date: 12/15/2020


By:   
(Signature of Chair, President or Vice President)

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

Its: Donald A. McAllister, President  
(Print Name and Title)

By: DocuSigned by: Mary Grace Perry  
C83342707AC641A...  
Mary Grace Perry  
Deputy County Counsel

Date: September 24, 2020

By:   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Date: 9/24/2020

Its: Andrew Deeble, CFO  
(Print Name and Title)

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney  
D3834BFEC1D8449  
Auditor/Controller

Date: September 24, 2020

Date: 9/25/2020

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/10/2020

**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).**

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> Doris A Chambers <b>PHONE (A/C, No, Ext):</b> 510-465-3090 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> dchambers@dealeyrenton.com
<b>INSURED</b> Lionakis 1919 - 19th Street Sacramento CA 95814	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A :</b> XL Speciality Insurance Company      37885 <b>INSURER B :</b> The Travelers Indemnity Company of Connecticut      25682 <b>INSURER C :</b> Travelers Property Casualty Company of America      25674 <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**
**CERTIFICATE NUMBER: 626939804**
**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
C	<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	Y	6808J101951	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y	Y	BA8J095706	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	CUP8J102449	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB3J842371	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			DPR9965602	9/1/2020	9/1/2021	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

REF: ALL OPERATIONS OF THE NAMED INSURED: GENERAL LIABILITY ADDITIONAL INSURED: The County of Monterey, its officers, agents and employees per attached endorsement #CGD3820907. The Commercial General Liability coverage applies on a Primary and Non-Contributory bases per the attached endorsement #CGD3820907. AUTOMOBILE LIABILITY ADDITIONAL INSURED: The County of Monterey, its officers, agents and employees per attached endorsement #CA20480299. Primary Insurance per the attached Business Auto Coverage Form #CA0001 0310.

**CERTIFICATE HOLDER**
**CANCELLATION 30 Day NOC/10 Day for NonPay of Prem**

County of Monterey Contracts/Purchasing Dept. 168 W. Alisal Street, 3rd Floor Salinas CA 93901	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Christine S...</i></p>
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COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: 6808J101951

ISSUED DATE: 9/10/2020

**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 Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

### **Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



POLICY NUMBER 6808J101951

COMMERCIAL GENERAL LIABILITY  
ISSUED DATE: 9/10/2020

**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**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NAMED INSURED: Lionakis

POLICY NUMBER: 6808J101951

**ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT**

This is a summary of the coverages provided under the following forms (complete forms available):

**Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)**

**PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.



POLICY NUMBER: BA-8J095706

COMMERCIAL AUTO  
ISSUE DATE: 09-08-20

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM**  
**BUSINESS AUTO COVERAGE FORM**  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

**ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED TO INCLUDE AS AN ADDITIONAL INSURED ON THIS COVERAGE FORM IN A WRITTEN CONTRACT OR AGREEMENT THAT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS AND THAT IS IN EFFECT DURING THE POLICY PERIOD.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy # BA8J095706

COMMERCIAL AUTO

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

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We **waive** any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



COMMERCIAL AUTO

POLICY NUMBER: BA8J095706

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

## **ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

### **SCHEDULED PERSONS OR ORGANIZATIONS**

#### **PROVISIONS**

- A. The following is added to Paragraph c. in A. 1., **Who Is An Insured**, of SECTION II-LIABILITY COVERAGE:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., **Other Insurance**, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

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

POLICY NUMBER: **UB-3J842371**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.**

**DESIGNATED ORGANIZATION:**

DATE OF ISSUE: - -

ST ASSIGN: