

**AMENDMENT No. 3
TO STANDARD AGREEMENT BY & BETWEEN
COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.**

This **AMENDMENT No. 3** is made to the Standard Agreement ("AGREEMENT") by and between Bayside Oil II, Inc. ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, on July 1, 2019, County and CONTRACTOR entered into a STANDARD AGREEMENT (AGREEMENT) for services related to the collection, hauling, and recycling of uncontaminated used motor oil, filters, and absorbent pads at designated collection center locations and marine facilities for the period July 1, 2019 through June 30, 2020; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1, dated June 17, 2020, to increase the amount by fifteen thousand dollars (\$15,000) for a total amount not to exceed seventy-five thousand dollars (\$75,000); and amended the Agreement to extend term through June 30, 2021; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2, dated January 29, 2021 to add funds in the amount of twenty thousand (\$20,000) dollars for an amount to exceed ninety-five thousand (\$95,000); replacing Exhibit A with Exhibit A-1 to update fees; and replacing Exhibit C with Exhibit C-1 to modify auto insurance requirements; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to add funds in the amount of one hundred thousand (\$100,000) for an amount not to exceed one hundred ninety-five thousand (\$195,000).

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Replace Section 2.0, PAYMENT PROVISIONS, with: County shall pay Contractor in accordance with the payment provisions set forth in Exhibit A-1 subject to the limitations set forth in this Agreement. The total amount payable by County to Contractor under this Agreement is not to exceed the sum of \$195,000.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT No. 3 shall be attached to the original

AGREEMENT dated July 20, 2019 and shall be incorporated therein as if fully set forth in the Agreement.

- 4. The recitals to this Amendment No. 3 are hereby incorporated by this reference.

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

DocuSigned by:
By: Michael Derr
367942E6F649429...
Contracts/Purchasing Officer

Date: 6/16/2021 | 3:29 PM PDT

**Approved as to Form and Legality
Office of the County Counsel-Risk
Management**

DocuSigned by:
By: Mary Grace Perry
C83342767AC641A...
Mary Grace Perry
Deputy County Counsel

Date: 6/16/2021 | 3:10 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:
By: Gary Giboney
D38328FEC1D8449...
Auditor/Controller

Date: 6/16/2021 | 3:28 PM PDT

Approved as to Indemnity and Insurance Provisions

CONTRACTOR*

BAYSIDE OIL II, INC.
Contractor's Business Name

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

Kim Glenn Pres
(Print Name and Title)

Date: 4/7/21

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

Kim Glenn Sec/CFO
(Print Name and Title)

Date: 4/7/21

Bayside Oil II Inc. NTE \$195,000
7/1/19-6/30/2022

Office of the County Counsel-Risk Management

By: _____
Risk Management

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) managing members. 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
TO STANDARD AGREEMENT
BY & BETWEEN
COUNTY OF MONTEREY
AND
BAYSIDE OIL, II INC.**

Scope of Services/Payment Provisions

A. Scope of Services

A.1 The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the to the performance of work, asset forth below:

1. CONTRACTOR shall provide collection, hauling and recycling services of uncontaminated used oil and used oil filters at center locations listed on **Exhibit B**; CONTRACTOR shall ensure that filters are emptied of all free-flowing oil by verifying filters are punctured or crushed before hauling per State of California requirements under California Health and Safety Code, chapter 6.5, division 20, article 13, §25250.22, and California Code of Regulations title 22, division 4.5, §66266.130, any material considered hazardous shall be collected and hauled under proper guidelines, regulations, and laws as regulated by the State of California and such services shall be invoiced as noted in section B.
2. CONTRACTOR shall collect uncontaminated used oil and used oil filters upon request from a used oil location or from COUNTY staff and shall respond within 48 hours or 2 business days.
3. CONTRACTOR shall provide white oil absorbent pads to the marine facilities listed in **Exhibit B**.
4. CONTRACTOR shall provide each collection center and marine facility with a drum for the collection of filters and shall provide a replacement drum after each collection.

B. Payment Provisions

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed \$195,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or on accordance with the following terms:

- CONTRACTOR shall bill COUNTY by the 15th day of each calendar month

for work completed during the previous calendar month.

- CONTRACTOR shall submit a final invoice by July 15, 2022.
- COUNTY shall not pay for any work performed after June 30, 2022.
- CONTRACTOR shall provide EPA/ID number of used oil tank serviced on all invoices sent to COUNTY as provided in Exhibit B.
- CONTRACTOR shall reference work order numbers on all invoices to COUNTY.

COUNTY shall pay:

\$260.00 per drum for contaminated waste/oily debris; **\$0.55** per Gal/Used Oil

\$45.00 per used oil filter drum collection (no set-up fee charged).

\$260.00 per replacement drum for used oil absorbent pad collection.

\$102.00 per 100/bale – white oil pads – 15X18 AT100DP.

Replacement drum for used oil absorbent pads collection is included in the prices listed above.

\$25.00 E-manifest fee per project

Should COUNTY request verification of price fluctuations for the uncontaminated used oil collection (included Chlor-d Tech Test Fee), CONTRACTOR shall provide verification of change in writing.

COUNTY shall not pay for collection of contaminated oil or other hazardous wastes. CONTRACTOR shall send invoices for contaminated oil or other hazardous waste collection directly to center of collection.

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

No payments in advance or in anticipation of services or supplies shall be provided by the COUNTY under this Agreement.

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
MONTEREY COUNTY AND BAYSIDE OIL, INC.**

**EXHIBIT B
COLLECTION CENTERS**

OIL AND FILTERS

Company	Address	Tank size	EPA #
Waste Management (Public Tank)	11260 Commercial Pkwy Castroville, CA 95012	500 gallon	CAB 982508822 or CAD 981434277
Waste Management (Tank Inside Shop)	52654 Jolon Rd King City, CA 93930	280 gallon	CAD 982508830
BFI Waste Services of Salinas	271 Rianda St. Salinas, CA 93901	480 gallon	CAL 000229620
Monterey City Disposal Service	10 Ryan Ranch Monterey, CA 93940	1,000 gallon	CAL 000177742
Sturdy Oil Company	1511 Abbott St Salinas, CA 93901	1,000 gallon	CAL 000139399
Moss Landing Harbor District	7881 Sandholdt Rd Moss Landing, CA 95039	400 gallon	CAL 000111787
Monterey County Agricultural Commissioner's Office	522 N 2nd St King City, CA 93930	1,000 gallon	CAH 111001103
Monterey County Public Works	1171 San Miguel Canyon Rd. Royal Oaks, CA 95076	1,000 gallon	CAL000256410
Monterey Bay Boatworks	32 Cannery Row Monterey, CA 93940	340 gallon	CAL 000141954
Woodward Marine	10932 Clam Way Moss Landing, CA 95039		CAL

FILTERS ONLY

Company	Address
Kragen Auto Parts	815 Broadway King City, CA
Kragen Auto Parts	250 Reservation Rd Marina, CA 93935
Kragen Auto Parts	989 North Main St Salinas, CA 93901
Kragen Auto Parts	43A South Sanborn Rd Salinas, CA 93905
Kragen Auto Parts	1219 South Main St Salinas, CA 93901
Kragen Auto Parts	610 Williams Rd Salinas, CA 93905
Kragen Auto Parts	1720 Fremont Blvd Seaside, CA 93955
Kragen Auto Parts	2233 De La Rosa Sr St Soledad, CA 93960

MARINE FACILITIES	OIL ABSORBENT PADS
Company	Address
Moss Landing Harbor	7881 Sandholdt Rd Moss Landing, CA 95039
Monterey Bay Boatworks	32 Cannery Row Monterey, CA 93940
Woodward Marine	10932 Clam Way Moss Landing, CA 95039

EXHIBIT C-1

**TO STANDARD
AGREEMENT BY &
BETWEEN
COUNTY OF
MONTEREY AND
BAYSIDE OIL, II INC.**

1. Subsection 8.01 of Section **8.0 INDEMNIFICATION** is amended to read as follows:

8.0 INDEMNIFICATION

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

2. The subsection entitled "**Business Automobile Liability Insurance**" at Subsection 9.03. **Insurance Coverage Requirements** of Section **9.0 INSURANCE REQUIREMENTS** is amended to read as follows:

Business Automobile Liability Insurance, covering motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

3. Add subsection entitled, "**Environmental Insurance and/or Pollution Legal Liability Coverage**" at Subsection 9.03 **Insurance Coverage Requirements** of Section **9.0 INSURANCE REQUIREMENTS** to read as follows:

Environmental Insurance and/or Pollution Legal Liability Coverage.

with a limit of not less than \$1,000,000 per occurrence, covering loss (including cleanup costs) related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims.

4. Add Section **16.0 HAZARDOUS MATERIALS** to read as follows:

16.0 HAZARDOUS MATERIAL

16.01 Hazardous Materials: Transportation of any and all hazardous materials must be done in conformance with the Superfund Amendments and Reauthorization Act (SARA) Title III as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials transported pursuant to the performance of this AGREEMENT. CONTRACTOR understands that transportation of hazardous materials requires complete documentation and safety information as required by law. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. COUNTY does not take any responsibility for CONTRACTOR's improper packaging and/or transportation of any hazardous materials while in transit or storage pursuant to CONTRACTOR's performance of this AGREEMENT.



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 Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-13862; Amendment No.: 3

Approve and authorize the Contracts/Purchasing Officer or designee to sign Amendment No. 3 to the Agreement between the County and Bayside Oil II, Inc. for used oil and filter collection, hauling, and recycling to add \$100,000 to the Agreement for an amount not to exceed \$195,000 and to extend the term of the Agreement to June 30, 2022 in connection with a grant for the County's Used Oil and Filter Collection and Recycling Program.

PASSED AND ADOPTED on this 8th day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew 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 June 8, 2021.

Dated: June 14, 2021
File ID: A 21-238
Agenda Item No.: 40

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


Julian Lorenzana, Deputy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2020

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).

PRODUCER HUB International Insurance Services Inc. 3636 American River Drive, Suite 200 Sacramento CA 95864	CONTACT NAME: Carol Dunn PHONE (A/C, No, Ext): 916-480-4182 FAX (A/C, No): 916-993-7282 E-MAIL ADDRESS: Carol.Dunn@hubinternational.com														
License#: 0757776 BAYSOIL-01	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Beazley Group</td> <td></td> </tr> <tr> <td>INSURER B : Arch Insurance Company</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER C : Insurance Company of the West</td> <td style="text-align: center;">27847</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Beazley Group		INSURER B : Arch Insurance Company	11150	INSURER C : Insurance Company of the West	27847	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 1895517377** **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ENF 0003744-02	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		FBCAT0463301	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENX 0000306-02	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	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	N/A	WSA 5043470 02	10/1/2020	10/1/2021	<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	Pollution Liability			ENF 0003744-02	10/1/2020	10/1/2021	Per Claim Limit \$1,000,000 Per Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Work performed by the named insured under written contract for the certificate holder.

Additional Insured: The County of Monterey, its officers, agents, and employees as required by written contract.
 Forms: CG2001 0413, CG2010 0704, CG2037 0704, FAIC-SKLBUS-AUE 0601

CERTIFICATE HOLDER County of Monterey Environmental Health Dept. 1270 Natividad Rd. Salinas CA 93906 93940	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
--------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Certain Underwriters at Lloyds

Unique Market Reference B0868PFDBA1804040

effective date of this endorsement:

policy number: ENF 0003744-02

10/01/2020

Endorsement Number: 05

ADDITIONAL INSURED – OWNERS, LESSORS OR CONTRACTORS – COMPLETED OPERATIONS

In consideration of an additional premium of \$0, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract	Where required by written contract
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".

Certain Underwriters at Lloyds

Unique Market Reference B0868PFDBA1804040

effective date of this endorsement:

policy number: ENF 0003744-02

10/01/2020

Endorsement Number: 04

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

In consideration of an additional premium of \$0, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Where required by written contract	Where required by written contract
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" or "personal and 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 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.

Policy Number
FBCAT0463301

ENDORSEMENT

ARCH INSURANCE COMPANY

Named Insured BAYSIDE OIL II, INC

Effective Date: 10-01-20
12:01 A.M., Standard Time

Agent Name

Agent No. FR001

BLANKET ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

THIS ENDORSEMENT IS EFFECTIVE ON THE INCEPTION DATE OF THE POLICY UNLESS ANOTHER DATE IS INDICATED BELOW.

SECTION II - LIABILITY COVERAGE, 1. WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN "INSURED" ANY PERSON, ORGANIZATION, TRUSTEE, ESTATE OR GOVERNMENTAL ENTITY TO WHOM OR TO WHICH THE NAMED INSURED HAS CONSENTED, BY VIRTUE OF A WRITTEN AGREEMENT OR BY THE ISSUANCE OR EXISTENCE OF A PERMIT TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY, BUT ONLY WITH RESPECT TO THEIR LEGAL LIABILITY FOR ACTS OR OMISSIONS OF A PERSON FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY. YOU ARE AUTHORIZED TO ACT FOR THE ADDITIONAL INSURED NAMED IN THE SCHEDULE IN ALL MATTERS PERTAINING TO THIS INSURANCE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Certain Underwriters at Lloyds

Unique Market Reference Bo868PFDBA1804040

effective date of this endorsement:

policy number: ENF 0003744-02

10/01/2020

Endorsement Number: 03

PRIMARY/NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.