

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DENISE DUFFY & ASSOCIATES, INC.**

**THIS AMENDMENT NO. 3** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Denise Duffy & Associates, 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 a Professional Services Agreement with County on August 1, 2014 (hereinafter, "Agreement") to provide environmental documentation, California Environmental Quality Act (CEQA)/National Environmental Quality Act (NEPA); and regulatory permitting for the Carmel River Floodplain Restoration and Environmental Enhancement Project (hereinafter, "Project") through June 30, 2016 for an amount not to exceed \$256,769.25; and

**WHEREAS**, Agreement was amended by the Parties on September 11, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for approximately thirteen (13) additional months through July 29, 2017 and to increase the amount by \$65,000.00 which resulted in a not to exceed amount of \$321,769.25; and

**WHEREAS**, Agreement was amended by the Parties on May 6, 2016 (hereinafter, "Amendment No. 2", including Exhibit A-2 - Scope of Services/Payment Provisions) to reallocate funding within the Agreement in the amount of \$33,500.00 from existing tasks to expand tasks required by the United States Fish and Wildlife Service (USFWS) and the California Department of Transportation (Caltrans) and to increase the amount by \$6,095.00 which resulted in a not to exceed amount of \$327,864.25 with no extension to the Agreement's term; and

**WHEREAS**, Task 1, Project Initiation, of the Agreement has been completed; and

**WHEREAS**, due to new information and on-going coordination and negotiations between the County, California Department of Parks and Recreation (DPR) and Carmel Area Wastewater District (CAWD), the Parties have identified the need to expand Task 2.2, Task 3.4, Task 4, and Task 6 of the original scope of work for completion of the Project, as further set out in Exhibit A-3, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for approximately eleven (11) additional months to June 30, 2018 and to increase the amount by \$47,375 for a total amount not to exceed \$375,239.25 to allow CONTRACTOR to continue to provide tasks 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, A-2 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 \$375,239.25.

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

The term of this Agreement is from July 29, 2014 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions."

5. All other terms and conditions of the Agreement remain unchanged and in full force.

6. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

7. 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**

**CONTRACTOR\***

By: [Signature]  
Contracts/Purchasing Officer

Denise Duffy & Associates, Inc.  
Contractor's Business Name

Date: 2-9-17

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

Its: Denise Duffy, President  
(Print Name and Title)

Date: 12/16/16

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

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

By: [Signature]  
Wendy S. Strimling  
Senior Deputy County Counsel

Its: Denise Duffy, Secretary  
(Print Name and Title)

Date: 12/21/16

Date: 12/16/16

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 12/21/16

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

مجلس القضاء الاعلى

السلطة القضائية

## EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
and  
Denise Duffy & Associates, 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 River Floodplain Restoration and Environmental Enhancement Project (hereinafter, "Project"), as set forth below:

#### Task 1. Project Initiation

CONTRACTOR has completed the work described under this task for the Project. No increase to the original amount is required.

#### Task 2. Prepare National Environmental Protection Act (NEPA) Required Technical Studies

CONTRACTOR has identified new information and has coordinated with the County, California Department of Parks and Recreation (hereinafter, "DPR"), and the Carmel Area Wastewater District (hereinafter, "CAWD") to expand the services of the tasks below for the Project.

#### Task 2.2. Section 106 Documents

- Preparation of a technical memo identifying downstream impacts and mitigation approach
- Development of mitigation measures for DPR barn complex
- Re-initiation of Section 106 consultation
- Review and integration of mitigations resulting from Native American consultation

CONTRACTOR has not yet completed the work described under this task for the Project and requests an additional \$16,725.00 for completion of Task 2.2.

#### Task 3. Preparation of the Combined California Environmental Quality Act (CEQA)/NEPA Document

CONTRACTOR, based on the new information available and outcomes of the on-going coordination with County, DPR and CAWD, has developed the expanded services of the tasks below for the Project.

#### Task 3.4. Prepare Screencheck and Public Review Draft Initial Study (IS)/Mitigated Negative Declaration (MND)/Environmental Assessment (EA)/ Finding of No Significant Impact (FONSI) and Noticing

- Update Project Description

## EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Update draft environmental documentation specific to maintenance of the Maintained Floodway Conveyance Areas (hereinafter, "MFCAs"), CAWD outfall pipe, DPR barn complex and trails

CONTRACTOR has not yet completed the work described under this task for the Project and requests an additional \$13,100.00 for completion of Task 3.4.

### **Task 4. Regulatory Permitting**

CONTRACTOR has worked with the County and regulatory agencies to identify the permit process to address additional Project complexity, which requires an increase in staff time for regulatory coordination, document preparation and review.

CONTRACTOR has not yet completed the work described under this task for the Project and requests an additional \$15,000.00 for completion of Task 4.

### **Task 5. Project Management**

CONTRACTOR has not yet completed the work described under this task for the Project. No increase to the original amount is required.

### **Task 6. Meetings**

CONTRACTOR continues to participate in bi-weekly Project coordination meetings, and due to unanticipated project complexity requires additional staff to participate in biweekly meetings.

CONTRACTOR requests an additional \$2,550.00 to have two (2) staff members participate in Project meetings through the duration of the Project.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

County shall pay an increased amount of \$47,375.00 for a total amount not to exceed \$375,239.25 for the completion of tasks identified in this Exhibit A-3, Scope of Services/Payment Provisions. The total not to exceed amount of this Agreement is \$375,239.25 for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibits A, A-1, A-2 and A-3 of this Agreement. CONTRACTOR's compensation for services rendered shall be based on the attached Cost Estimate.

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

### **B.2 CONTRACTOR'S BILLING PROCEDURES**

Payment shall be based upon satisfactory acceptance of the work completed per task as outlined in the CONTRACTOR's monthly invoice.

## EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference Multi-Year Agreement (MYA) number (MYA#3000\*1375), Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency – Finance Division  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

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**

<b>Denise Duffy &amp; Associates, Inc.</b> Cost Estimate for Amendment No. 3 to the Professional Services Agreement (PSA) for the Carmel River Floodplain Restoration and Environmental Enhancement Project			
Task #	Task Description	Subtask Increase Totals	Task Increase Totals
1.	Project Initiation (No Change)	\$ -	\$ -
		\$ -	
2.	Prepare NEPA Required Technical Studies		\$ 16,725.00
2.2	Section 106 Documents	\$ 16,725.00	
3.	Preparation of the Combined CEQA/NEPA Document		\$ 13,100.00
3.4	Prepare Screencheck and Public Draft IS/MND/ES/FONSI and Noticing	\$ 13,100.00	
4.	Regulatory Permitting		\$ 15,000.00
	Additional Regulatory Permitting	\$ 15,000.00	
5.	Project Management (No Change)		\$ -
		\$ -	
6.	Meetings		\$ 2,550.00
	Additional County Staff/Contractor Meetings	\$ 2,550.00	
	<b>Total Amendment No. 3 Budget Increase</b>		<b>\$ 47,375.00</b>
	<b>Total PSA and Amendments No. 1-2 Original Budget</b>		<b>\$ 327,864.25</b>
	<b>Total PSA Revised Budget</b>		<b>\$ 375,239.25</b>



EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services/work products/deliverables under this Agreement shall be submitted monthly, shall identify the document or work product being delivered, include monthly progress reports, state the percentage of task completion, state the percentage of budget expended to date, and shall include the following:

1. Invoice Coversheet

Denise Duffy & Associates, Inc.
Carmel River Floodplain Restoration and Environmental Enhancement Project

Date: Invoice No.

Original Agreement Amount/Term: \$256,769.25; July 29, 2014 - June 30, 2016
Amendment No. 1: \$65,000.00; Extension of Term to July 29, 2017
Amendment No. 2: \$ 6,095.00 and Reallocation of Funds
Amendment No. 3: \$47,375.00; Extension of Term to June 30, 2018

Table with 3 columns: Task, Amount, Description. Rows include Task 1 (Project Initiation, \$0.00), Task 2 (Prepare NEPA Required Technical Studies, \$16,725.00), Task 3 (Preparation of the Combined CEQA/NEPA Document, \$13,100.00), Task 4 (Regulatory Permitting, \$15,000.00), Task 5 (Project Management, \$0.00), Task 6 (Meetings, \$2,550.00), and Total Increase (\$47,375.00).

Remaining Balance \$

Approved as to Work/Payment: Melanie Beretti, RMA Service Manager Date

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2016

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 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> SelectSolutions Insurance Services 1350 Carlback Avenue Suite 100 Walnut Creek CA 94596	<b>CONTACT NAME:</b> Diana Chau <b>PHONE (A/C, No, Ext):</b> (866) 500-6359 <b>E-MAIL ADDRESS:</b> dianac@ppibselect.com	<b>FAX (A/C, No):</b> (925) 951-0077													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Citizens Insurance Company of</td> <td>31534</td> </tr> <tr> <td>INSURER B: The Hanover American Insurance</td> <td>36064</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</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: Citizens Insurance Company of	31534	INSURER B: The Hanover American Insurance	36064	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Denise Duffy & Associates 947 Cass Street Suite 5 Monterey CA 93940															

**COVERAGES** **CERTIFICATE NUMBER: 16/17** **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.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	OB3916991205	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	OB3916991205	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ INCL IN GL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Dmg \$ 50,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		OB3916991205	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
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 Y	N/A	WZ3916990605	9/1/2016	9/1/2017	<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
C	PROFESSIONAL LIABILITY		EEH276198480	11/5/2016	11/5/2017	PER CLAIM \$2,000,000 AGGREGATE \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Re: CRFREE Project (Monterey County) County of Monterey, its Officers, Agents and Employees are named as additional insured (primary) on General Liability including Hired & Non-Owned Automobile Liability policy if required by written contract per attached endorsement.**

<b>CERTIFICATE HOLDER</b> County of Monterey Contracts & Purchasing Division 168 W. Alisal St., 3rd Fl. Salinas, CA 93901	<b>CANCELLATION</b> 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 L Trevino/CHADII <i>Leticia Trevino</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**I. Additional Insured by Contract, Agreement or Permit**

Under **SECTION II - LIABILITY, C. Who Is An Insured, Paragraph 4.** is added as follows:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any lessor of equipment:
  - (a) After the equipment lease expires; or
  - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;
- (4) To any:
  - (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
  - (b) Managers or lessors of premises if:
    - (i) The occurrence takes place after you cease to be a tenant in that premises; or
    - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new

construction or demolition operations performed by or on behalf of the manager or lessor; or

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services. This includes but is not limited to any professional services as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

d. All other insuring agreements, exclusions, and conditions of the policy apply.

**II. Additional Insured by Contract, Agreement or Permit - Primary and Non-contributory**

The following is added to **SECTION III - COMMON POLICY CONDITIONS:**

**M. Other Insurance**

**1. Additional Insureds**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C - Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II - LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured.

We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

**b. Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability.

When this insurance is excess, we will have no duty under SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**III. Aggregate Limit of Insurance (Per Project)**

- a. For purposes of the coverage provided by this endorsement, **D. Liability and Medical Expenses Limits of Insurance** under **Section II - Liability** is amended by adding the following:

The General Aggregate Limit under **D. Liability and Medical Expenses Limits of Insurance** applies separately to each of "your projects" or each location listed in the Declarations.

- b. For purposes of the coverage provided by this endorsement **F. Liability And Medical Expenses Definitions** under **Section II - Liability** is amended by adding the following:

**a. "Your project" means:**

- i. Any premises, site or location at, on, or in which "your work" is not yet completed; and
- ii. Does not include any location listed in the Declarations.

**IV. Blanket Waiver of Subrogation**

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy Conditions** is amended by the addition of the following:

We will waive any right of recovery we may have against any person or organization when you have agreed in a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".