

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 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 an additional +/- thirteen (13) 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, due to unforeseen circumstances and documentation requirements from the United States Fish and Wildlife Service (USFWS) and California Department of Transportation (Caltrans), the Parties have identified a need to expand Task 2.2, Section 106 Documents, to include a Historic Property Survey Report, Historic Resource Evaluation Report, and Field Work and updated Archeological Survey Report and Task 2.5, Paleontological Identification Report (PIR), to include a Combined Paleontological Identification and Evaluation Report, to the original scope of work of this Agreement; and

WHEREAS, the Parties wish to reduce the cost associated with Task 2.4, Scenic Resource Evaluation (SRE) and Visual Impact Assessment (VIA) Memorandum, Task 2.6, Initial Site Assessment (ISA) for Hazardous Waste, Task 2.7, Noise Study Report (NSR), and Task 2.8, Air Quality Study (AQS), from the original scope of work of this Agreement; and

WHEREAS, the Parties wish to reallocate funding within the Agreement in the amount of \$33,500.00 from existing tasks to expand tasks required by USFWS and Caltrans to complete the Project; and

WHEREAS, the Parties wish to further amend the Agreement to reallocate funding in the amount of \$33,500 and increase funding in the amount of \$6,095.00 with no extension of the term to allow CONTRACTOR to continue to provide tasks 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, A-1 and A-2 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 \$327,864.25.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions", attached and incorporate by this reference.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. 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

CONTRACTOR*

By: *Rehna Wilson*
Contracts/Purchasing Officer

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

Date: May 6, 2016

By: *Denise Duffy*
(Signature of Chair, President or Vice President)

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

Date: April 7, 2016

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

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

By: *Mary Grace Perry*
Mary Grace Perry
Deputy County Counsel

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

Date: 4-14-16

Date: April 7, 2016

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 4-15-16

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.

EXHIBIT A-2 - 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 identified 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:

CONTRACTOR has coordinated with the United States Fish and Wildlife Service (hereinafter, "USFWS") and the California Department of Transportation (hereinafter, "Caltrans") to expand the services of the tasks below for the Project. USFWS and Caltrans require preparation of additional technical documents to complete tasks identified in the original scope of work of this Agreement for the Project and as follows:

Task 2.2 Section 106 Documents

- Historic Property Survey Report for Caltrans
- Historic Resource Evaluation Report for Caltrans
- Field Work and Updated Archeological Survey Report for USFWS

Task 2.5 Paleontological Identification Report (PIR)

- Combined Paleontological Identification and Evaluation Report for Caltrans

County has determined that the cost for the following tasks from the original scope of work of this Agreement shall be reduced for the Project:

Task 2.4 Scenic Resource Evaluation (SRE) and Visual Impact Assessment (VIA) Memorandum

Task 2.6 Initial Site Assessment (ISA) for Hazardous Waste

Task 2.7 Noise Study Report (NSR)

Task 2.8 Air Quality Study (AQS)

Services described in Task 2.4, 2.6, 2.7, and Task 2.8, in Exhibit A – Scope of Services/Payment Provisions of this Agreement shall not be provided unless authorized in writing by the County's Project Manager prior to these services being provided.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an increased amount of \$6,095.00 for a total amount not to exceed \$327,864.25 for the completion of tasks identified in this Exhibit A-2, Scope of Services/Payment Provisions.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

The total not to exceed amount of this Agreement is \$327,864.25 for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibits A, A-1 and A-2. CONTRACTOR'S compensation for services rendered shall be based on the following:

TASK	ORIGINAL TASK AMOUNT	ADDITIONAL TASK AMOUNT	REVISED TASK AMOUNT
Task 2.2 Section 106 Documents	\$8,063.75		\$40,943.75
• Historic Property Survey Report for Caltrans		\$ 9,050.00	
• Historic Resource Evaluation Report for Caltrans		\$18,530.00	
• Field Work and Updated Archeological Survey Report for USFWS		\$ 5,300.00	
Task 2.5 Paleontological Identification Report (PIR)	\$3,463.75		\$6,488.75
• Combined Paleontological Identification and Evaluation Report for Caltrans		\$ 3,025.00	
CONTRACTOR Administrative Fee		\$ 3,690.00	\$3,690.00
TOTAL INCREASE AMOUNT:		\$39,595.00	

TASK	ORIGINAL TASK AMOUNT	REDUCED TASK AMOUNT	REVISED TASK AMOUNT
Task 2.4 Scenic Resource Evaluation (SRE) and Visual Impact Assessment (VIA) Memorandum	\$ 9,788.75	-\$ 8,000.00	\$1,788.75
Task 2.6 Initial Site Assessment (ISA) for Hazardous Waste	\$ 6,338.75	-\$ 5,000.00	\$1,338.75
Task 2.7 Noise Study Report (NSR)	\$10,363.75	-\$ 8,500.00	\$1,863.75
Task 2.8 Air Quality Study (AQS)	\$14,388.75	-\$12,000.00	\$2,388.75
TOTAL REDUCTED AMOUNT:		-\$33,500.00	

TOTAL INCREASE TO AGREEMENT: \$6,095.00

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.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the 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:

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd 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-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services/work products/deliverables under the 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 Term: July 29, 2014 – June 30, 2016
Original Agreement Amount: \$256,769.25
Amendment No. 1: \$ 65,000.00; Extension of Term to July 29, 2017
Amendment No. 2: \$ 6,095.00 and Reallocation of Funds

<i>This Invoice:</i>	2.2		Section 106 Documents	
		\$ 9,050.00	Historic Property Survey Report for Caltrans	_____
		\$18,530.00	Historic Resource Evaluation Report for Caltrans	_____
		\$ 5,300.00	Field Work and Updated Archeological Survey Report for USFWS	_____
	2.5		Paleontological Identification Report (PIR)	
		\$ 3,025.00	Combined Paleontological Identification and Evaluation Report for Caltrans	_____
		\$ 3,690.00	CONTRACTOR Administrative Fee	_____
TOTAL INCREASE FOR EXPANDED TASKS:		<u>\$ 39,595.00</u>		
	2.4	-\$ 8,000.00	Scenic Resource Evaluation (SRE) and Visual Impact Assessment Memorandum (VIA)	_____
	2.6	-\$ 5,000.00	Initial Site Assessment (ISA) for Hazardous Waste	_____
	2.7	-\$ 8,500.00	Noise Study Report (NSR)	_____
	2.8	-\$12,000.00	Air Quality Study (AQS)	_____
TOTAL CREDIT FOR REDUCED TASKS:		<u>-\$33,500.00</u>		
TOTAL CHANGE TO AGREEMENT:				<u>\$6,095.00</u>

Remaining Balance \$ _____

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

County of Monterey
 Resource Management Agency (RMA) – Finance Division
 168 West Alisal Street, 2nd Floor
 Salinas, California 93901

2. Invoice Detail

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
10/27/2015

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SelectSolutions Insurance Services, LLC License# 0127711 1350 Carlbak Avenue Walnut Creek, CA 94596	CONTACT NAME: Diana Chau	
	PHONE (A/C,No,Ext): 714-361-7700 FAX (A/C,No): 855-804-8449	
	EMAIL ADDRESS: dianac@ppibselect.com	
INSURED Denise Duffy & Associates, Inc. 947 Cass St., Ste. 5 Monterey, CA 93940	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Citizens Insurance Co of America	31534
	INSURER B: Hanover American Insurance Co	36034
	INSURER C: Continental Casualty Co	20443
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

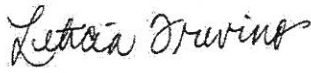
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			OB3916991204	09/01/15	09/01/16	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000	
							PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER			GENERAL AGGREGATE	\$2,000,000				
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PRODUCTS - COM/OP AGG	\$2,000,000				
							\$		
A	AUTOMOBILE LIABILITY			OB3916991204	09/01/15	09/01/16	COMBINED SINGLE LIMIT (Ea accident)	SINCL IN GL	
	<input type="checkbox"/> ANY AUTO	X					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$
					\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			OB3916991204	09/01/15	09/01/16	EACH OCCURRENCE	\$1,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input checked="" type="checkbox"/> OCCUR	AGGREGATE	\$1,000,000
		<input type="checkbox"/> CLAIMS-MADE					\$		
	DED RETENTION \$0						\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WZ3916990604	09/01/15	09/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$1,000,000	
C	PROFESSIONAL LIABILITY			EEH276198480	11/05/15	11/05/16	Per Claim Aggregate	\$2,000,000 \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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 and additional insured on Automobile Liability policies if required by written contract per attached endorsements.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Contracts & Purchasing Division 168 W. Alisal St., 3rd Fl. Salinas, CA 93901	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 
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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".