

**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
STANTEC CONSULTING SERVICES, INC.**

**THIS AMENDMENT NO. 1** to Agreement No. A-13130 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Stantec Consulting Services, 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 Agreement No. A-13130 with County on July 7, 2016 (hereinafter, "Agreement") to provide on-call services for environmental planning and consulting services for various federally funded road/bridge/building facilities projects located within Monterey County (hereinafter, "services") through July 7, 2019 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$500,000; and

**WHEREAS**, the indemnification provision of the Agreement requires an update; and

**WHEREAS**, County has a continued need for services; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

**WHEREAS**, the Parties wish to amend the Agreement to update the indemnification provision of the Agreement and to extend the term for one (1) additional year to July 7, 2020 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

**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 initial term shall commence with the signing of this AGREEMENT, July 7, 2016, through and including July 7, 2020, with the option to extend this AGREEMENT for one (1) additional one (1) year period.

2. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments", of the AGREEMENT. All invoices shall reference the Multi-Year Agreement (MYA) number #3000\*2418, Project Name

and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us):

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us).

3. Amend Paragraph 6.2, “Indemnification for Design Professional Services Claims”, under Section 6.0, “Design Professional Indemnification”, to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR’s liability exceed such CONTRACTOR’s proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

4. Correct typo in Paragraph 20.1 of Section 21.0, “Notices”, to read Paragraph 21.1.

5. Amend Paragraph 20.2 of Section 21.0, “Notices”, to read as follows:

21.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Dalia M. Mariscal-Martinez  
Management Analyst II  
County of Monterey, Resource Management Agency  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Phone: (831) 755-8966  
Fax: (831) 755-4958  
Email: [mariscaldm@co.monterey.ca.us](mailto:mariscaldm@co.monterey.ca.us)

TO CONTRACTOR:

David Lundgren  
Principal  
Stantec Consulting Services, Inc.  
100 California Street, Suite 1000  
San Francisco, California 94111  
Phone: (415) 281-5503  
Fax: (415) 882-9523  
Email: [david.lundgren@stantec.com](mailto:david.lundgren@stantec.com)

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Stantec Consulting Services, Inc.  
Contractor's Business Name

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

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

**Approved as to Form and Legality**  
**Office of the County Counsel-Risk Management**  
**Charles J. McKee, County Counsel-Risk Manager**

Its: JAMES W. GRASY, SENIOR VICE PRESIDENT  
(Print Name and Title)

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date: 7/3/2019

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

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

Its: JEFFREY P. STONE, Asst Secretary  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: 7/8/2019

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:   
Contracts/Purchasing Officer

Date: 7/12/19

Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

By:   
Mary Grace Perry  
Deputy County Counsel

Date: 7-10-19

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 7-11-19

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

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

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

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

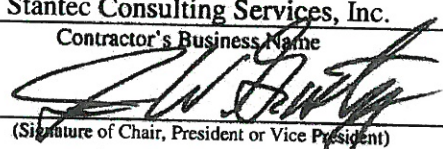
Date: \_\_\_\_\_

\*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.

**CONTRACTOR\***

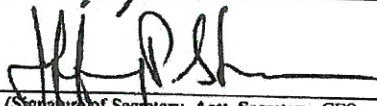
Stantec Consulting Services, Inc.

Contractor's Business Name

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

Its: JAMES W. GRASTY, SENIOR VICE PRESIDENT  
(Print Name and Title)

Date: 7/8/2019

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

Its: JEFFREY P. STONE, Asst Secretary  
(Print Name and Title)

Date: 7/8/2019





# CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)

4/18/2019

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> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company	<b>NAIC #</b> 22276
	<b>INSURER B:</b> Travelers Property Casualty Co of America	25674
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 14240478**REVISION NUMBER:** XXXXXXXX

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 <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	47-GLO-307584	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2019 5/1/2019 5/1/2019	5/1/2020 5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47-UMO-307585	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> 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	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2019 5/1/2019	5/1/2020 5/1/2020	<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

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

RE: ON-CALL ENVIRONMENTAL PLANNING & CONSULTING SERVICES FOR VARIOUS FEDERALLY FUNDING ROAD/BRIDGE/BUILDING FACILITIES PROJECTS LOCATED WITHIN MONTEREY COUNTY (RFQ #10499). COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSUREDS' OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY STANTEC CONSULTING INC. WHERE REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments**14240478**

COUNTY OF MONTEREY  
RESOURCES MANAGEMENT AGENCY  
ATTN: DALIA MARISCAL-MARTINEZ  
1441 SCHILLING PLACE, SOUTH BLDG., 2ND FLOOR  
SALINAS CA 93901-4527

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





# CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY)  
9/12/2018

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 Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext):  
FAX  
(A/C, No):  
E-MAIL  
ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lloyds of London

INSURER B: AIG Specialty Insurance Company

26883

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED STANTEC CONSULTING SERVICES INC.  
1414100 8211 SOUTH 48TH STREET  
PHOENIX AZ 85044

## COVERAGES

CERTIFICATE NUMBER: 14248655

REVISION NUMBER: XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						
	GENTL AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	OTHER:						
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>	Y/N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below:						
A	Professional Liab	N	N	GLOPR1801673 NO RETROACTIVE DATE	10/1/2018	10/1/2019	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG

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

RE: ON-CALL ENVIRONMENTAL PLANNING &amp; CONSULTING SERVICES FOR VARIOUS FEDERALLY FUNDING ROAD/BRIDGE/BUILDING FACILITIES PROJECTS LOCATED WITHIN MONTEREY COUNTY (RFQ #10499).

## CERTIFICATE HOLDER

## CANCELLATION

14248655

COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS  
168 W. ALISAL STREET, 2ND FLOOR  
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



**POLICY NUMBER: 47-GLO-307584**  
**NAMED INSURED: SEE ATTACHED CERTIFICATE**

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 10 04 13**

**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**

**Name of Person or Organization:**

**COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES**

**Location(s) Of Covered Operations:**

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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 part of the same project.



**POLICY NUMBER: 47-GLO-307584**  
**NAMED INSURED: SEE ATTACHED CERTIFICATE**

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 37 04/13**

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

---

**Name of Person or Organization:**

**COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES**

**Location And Description of Completed Operations:**

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(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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## ENDORSEMENT

This endorsement, effective 12:01 AM: **5/1/2019**

Forms a part of Policy No.: **47-GLO-307584**

Issued to: **Stantec Consulting Services Inc.**

By: **Berkshire Hathaway Insurance Company**

## PRIMARY NONCONTRIBUTORY – OTHER INSURANCE PROVISION

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY POLICY  
COMMERCIAL UMBRELLA LIABILITY POLICY  
COMMERCIAL RETAINED LIMIT LIABILITY POLICY  
FOLLOW FORM EXCESS LIABILITY POLICY  
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

The following Condition is added to the policy:

### **Primary Noncontributory – Other Insurance**

**The insurance provided by this policy is primary, and will not seek contribution from any insurance available to an additional insured under this policy, provided that:**

- (a) The additional insured is a named insured under such other insurance; and
- (a) Prior to an "occurrence" you agreed, in a fully executed written contract or agreement, that this insurance would be primary and would not seek contribution from any insurance available to that additional insured.

All other terms and conditions of this policy remain unchanged.



**POLICY NUMBER:** TC2J-CAP-8E086819; TJ-BAP-8E086820 TC2J-CAP-8E087017

COMMERCIAL AUTO

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**

**Where required by written contract.**

### **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 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.**

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