

48. Approve second amendment to agreement with Kimley-Horn and Associates, Inc. to revise fee schedule, and take related actions ()



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Community Development and Infrastructure

Subject: Approve Second Amendment to Agreement with Kimley-Horn and Associates

Meeting Date: February 11, 2025

Formal Title: Approve second amendment to agreement with Kimley-Horn and Associates, Inc. to revise fee schedule, and take related actions

Recommended Actions

1. Approve second amendment to agreement with Kimley-Horn and Associates, Inc. to revise fee schedule; and
2. Authorize the Director of Community Development and Infrastructure to sign the amendment on behalf of the County.

Executive Summary

On August 9, 2022, the Board authorized staff to contract with Kimley-Horn and Associates, Inc (Kimley-Horn) to provide services related to the development of a Vehicle Miles Traveled (VMT) Mitigation Program, which was subsequently amended on August 9, 2022. Staff requests that the Board approve a second amendment to agreement No. 22C4597 to update Kimley-Horn's fee schedule. This adjustment will not change the contract's total not-to-exceed amount.

Discussion

In 2022, the County was awarded a grant of \$396,614 from the California Department of Transportation (Caltrans) through the Sustainable Transportation Planning Grants Program. The grant required an 11% match of \$51,386 for the development of a Vehicle Miles Traveled (VMT) Mitigation Program. This program will provide mitigation options for development projects under the California Environmental Quality Act (CEQA).

On August 9, 2022, the Board authorized staff to contract with Kimley-Horn and Associates, Inc (Kimley-Horn) for \$283,746.74 to complete the scope of work. Subsequently, on April 9, 2024, the Board approved Amendment 1 to extend the contract term from June 26, 2024 to June 30, 2025, expand the scope of work and fee schedule, and increase the contract amount by \$104,753.02, bringing the total to \$388,499.76. The amendment included a \$32,005 allocation to a subconsultant as part of Kimley-Horn's fee schedule.

However, the subconsultant costs totaled only \$1,665, due to staffing changes, leaving a \$30,340 balance. To ensure the program's completion, this balance must be reallocated toward Kimley-Horn staffing costs.

The proposed contract amendment will divert unexpended funding from a subconsultant to the consultant to complete the project in a timely manner. The primary deliverables are the study documenting the details of the program and development of the corresponding fee program.

Financial Impact

There is no financial impact related to this amendment. The total cost of the consultant contract would remain \$388,499.76, which is paid for by the grant and the required local match. The second amendment results in a shift of funds from subconsultant to consultant staff.

Strategic Initiatives

Operational Plan - Attainable Housing, Reliable Transportation, Sustainable Environment

Climate Action - Transportation

Submitted By:

Matt Machado

Recommended By:

Carlos J. Palacios, County Administrative Officer

Artificial Intelligence Acknowledgment:

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT

NO. 22C4597

This Amendment No. 2 (“**Amendment**”) shall serve to modify the existing Contract No. 22C4597 (“**Contract**”) between the County of Santa Cruz (“**County**”) and Kimley-Horn and Associates, Inc. (“**Kimley-Horn**” or “**Contractor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party**.”

I. **Background.**

- a. The Parties entered the Contract effective September 1, 2022.
- b. The Contract was previously amended on April 9, 2024.
- c. The Contractor’s billing rate and fee schedule included services provided by a subconsultant to complete tasks as assigned under the Scope of Work. Subconsultant total costs were less than initially budgeted resulting in a balance of \$30,340.00. The remaining balance needs to be allocated back to the Contractor to cover staff time to ensure completion of the Contract’s Scope of Work.

II. **Effective Date of Amendment.**

- a. This Amendment shall be effective as of the date fully executed by the Parties (“**Effective Date**”).

III. **Changes to Contract.**

- a. By executing this Amendment, the Parties agree that the Contract shall be changed in the following manner.
 1. Amend and update Contractor’s fee schedule by appending Exhibit B.2 to the existing Exhibit “B” in the Contract. Exhibit B.2 together with existing Exhibits B and B.1 shall together constitute Exhibit B for the purposes of interpreting the Contract.
- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect.

IV. **Attachments/Exhibits.**

The following Exhibits and/or Attachments are attached to this Amendment and hereby incorporated into its terms by this reference as though set forth in full:

- a. Exhibit B.2: Fee Schedule

**Exhibit B.2
Fee Schedule**

The Contractor shall perform the duties and tasks assigned in the Scope of Services for a total fee not to exceed \$104,753.02. This includes direct expenses for the project such as in-house duplicating, facsimile, mileage, telephone, postage, in-house blueprinting, and traffic counts. The services will be invoiced and payable monthly on a percent (%) complete basis based on hourly rates as shown below.

Title/Role	Rate	Estimated Total Hours	Estimated Total Cost
Michael Schmitt /PM	\$318.19	235	\$74,788.29
Senior Professional II	\$243.97	89	\$21,730.54
Analyst I	\$129.98	31	\$4,069.19
		Subtotal	
		Subconsultant	\$1,665.00
		Mileage	\$2,500.00
		Total	\$104,753.02

Certificate Of Completion

Envelope Id: 716745F2-2187-45E9-B908-080306E94C85	Status: Completed
Subject: Please Sign: Amendment to Contract No. 22C4597 with Kimley Horn	
Source Envelope: 7B9BE35F-FDDA-4109-B7A1-CB120D9FF4AB	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Fernanda Dias Pini
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Fernanda.DiasPini@santacruzcountyca.gov
	IP Address: 63.194.190.100

Record Tracking

Status: Original	Holder: Fernanda Dias Pini	Location: DocuSign
1/28/2025 8:58:53 AM	Fernanda.DiasPini@santacruzcountyca.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Frederik Venter
 frederik.venter@kimley-horn.com
 Vice President, PE # 64621
 Kimley-Horn and Associates, Inc
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 3DA2F372152341F...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 134.238.198.140

Timestamp

Sent: 1/28/2025 9:19:09 AM
 Viewed: 1/28/2025 9:49:09 AM
 Signed: 1/28/2025 9:50:53 AM

Electronic Record and Signature Disclosure:

Accepted: 1/28/2025 9:49:09 AM
 ID: 689558b6-21a1-4aac-86a0-3447511edbeb

Gina Occhipinti Borasi
 Gina.Borasi@santacruzcountyca.gov
 Risk Manager
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

Signed by:

 E4EADC5BA53B4DB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 63.194.190.100

Sent: 1/28/2025 9:19:09 AM
 Viewed: 1/28/2025 4:38:33 PM
 Signed: 1/28/2025 4:38:56 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM
 ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Anais Schenk
 Anais.Schenk@kimley-horn.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 1/28/2025 9:19:10 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

<p>Fernanda Dias Pini fernanda.diaspini@santacruzcountyca.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/21/2023 10:56:19 AM ID: 4fb54f84-0512-4e30-91c7-e0b27bff8ca2</p>	<div style="border: 2px solid blue; padding: 10px; display: inline-block;">COPIED</div>	Sent: 1/28/2025 9:19:10 AM
--	--	----------------------------

<p>Julie Newbold Julie.Newbold@santacruzcountyca.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/12/2022 11:33:15 AM ID: fe6c75a2-4757-41ad-922d-7b7cbc0c9062</p>	<div style="border: 2px solid blue; padding: 10px; display: inline-block;">COPIED</div>	Sent: 1/28/2025 9:19:10 AM
--	--	----------------------------

<p>Mark Connolly Mark.Connolly@santacruzcountyca.gov Principal Planner Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/26/2023 7:31:13 AM ID: 290a03d2-85b5-4729-ada1-20dd089c67cd</p>	<div style="border: 2px solid blue; padding: 10px; display: inline-block;">COPIED</div>	<p>Sent: 1/28/2025 9:19:11 AM Viewed: 1/28/2025 9:41:27 AM</p>
--	--	---

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	1/28/2025 9:19:11 AM
Certified Delivered	Security Checked	1/28/2025 4:38:33 PM
Signing Complete	Security Checked	1/28/2025 4:38:56 PM
Completed	Security Checked	1/28/2025 4:38:56 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C. No. Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE			
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	KIMLASS		INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: Allied World Assurance Co (U.S.) Inc. INSURER C: New Hampshire Insurance Company INSURER D: Lloyd's of London INSURER E: INSURER F:	NAIC # 19445 19489 23841 85202

COVERAGES

CERTIFICATE NUMBER: 129966108

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 <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2024	4/1/2025	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 \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<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	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	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: KHA Project #197246016 - SCCRVMT; Michael Schmitt. The County of Santa Cruz, its officials, employees, agents and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Santa Cruz
 701 Ocean Street, Room 410
 Santa Cruz CA 95060

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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.

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 a part of the same project.

C. 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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 Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.