
File ID: 2024-00668

4/2/2024

Consent Item 9.

Disaster Debris Monitoring Services Contract

File ID: 2024-00668

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 1 to City Agreement 2019-1081 with Tetra Tech, Inc. to provide the City of Sacramento with three (3) additional years of disaster debris planning, monitoring, consulting, and recovery services with no changes to the not-to-exceed amount, resulting in an adjusted expiration date of June 30, 2027.

Contact: Chris Thoma, Integrated Waste Planning Superintendent, (916) 808-4833, cthoma@cityofsacramento.org; John Febbo, Integrated Waste General Manager, (916) 808-4949, jfebbo@cityofsacramento.org, Recycling & Solid Waste Division, Department of Public Works

Presenter: None.

Attachments:

- 1 - Description/Analysis
- 2 - Supplemental Agreement

Description/Analysis

Issue Detail: In the Fall of 2018, the Department of Public Works, Recycling & Solid Waste (RSW) Division participated in a regional Request for Proposals (RFP) seeking a consultant with experience in Disaster Debris Monitoring Services. Consultants with this expertise assist municipalities with recovering from a natural disaster, such as a flood, by establishing Temporary Debris Management Sites (TDMS's), implementing the City's Disaster Debris Management Plan, and performing record keeping consistent with state and federal standards so that costs incurred by the City are reimbursable in the event of a state or federally declared disaster. Supplemental Agreement No. 1 will allow RSW and the City of Sacramento to remain aligned with the County of Sacramento when responding to a natural or manmade disaster by having on-call access to the same consultants to assist City staff.

Policy Considerations: Pursuant to the City's administrative policy for Non-Professional Services Agreements, Section 10(a), any agreement that is for \$250,000 or more shall not extend beyond a total

term, including extensions and renewals, of five years unless City Council approves a longer term. While the City Council previously approved the initial term of the agreement on April 23, 2019, it only authorized a term of 5 years, so City Council approval is required to extend the term of the agreement.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve administrative activity and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: Not Applicable.

Commission/Committee Action: None.

Rationale for Recommendation: Supplemental Agreement No. 1 to City Agreement 2019-1081 with Tetra Tech, Inc. is necessary to maintain the City's readiness in responding to a natural or manmade disaster. With the original agreement set to expire on April 29, 2024, the RSW Division contacted the County of Sacramento's Department of Waste Management to discuss their current emergency preparedness plan in relation to the other cities within the Sacramento region. The County indicated that it was extending its contract with Tetra Tech, Inc. until the end of June 2027 due to the Contractor having been the only respondent to the regional RFP in late 2018.

By aligning the City's emergency preparedness efforts with those of the County, the RSW Division will be able to coordinate the City's disaster debris response with any regional level responses. Therefore, the RSW Division recommends the approval of Supplemental Agreement No. 1 which will extend City Agreement 2019-1081 through June 30, 2027.

Financial Considerations: The original Agreement had a not-to-exceed amount for \$250,000 (Fund 6007) and was funded through the City's Recycling and Solid Waste Division. This amount was based on consultant funds needed for approximately two months of services after a large flood or disaster. At present, the not-to-exceed amount will remain unchanged for the Supplemental Agreement. In the event of a disaster requiring debris response, RSW staff anticipates an emergency item to come to the City Council requesting additional funds proportionate to the size and scope of the specific disaster.

No General Funds will be allocated to this Supplemental Agreement, but it would be called upon in the event of a large natural or manmade disaster. As previously mentioned, Tetra Tech's services include documenting waste collection at temporary sites and other associated record keeping which will enable the City to be reimbursed when a disaster is declared at the state or federal levels.

Local Business Enterprise (LBE): Tetra Tech Inc. is qualified as an LBE.

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.





General Information (Required)

Original Contract # (supplements only): 2019-106 Supplement/Addendum #: 1
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 04/30/2024 Contract Expiration Date (if applicable): 06/30/2027
 \$ Amount (Not to Exceed): 250,000.00 Adjusted \$ Amount (+/-): 0.00
 Other Party: Tetra Tech, Inc.
 Project Title: Disaster Debris Planning, Monitoring, Consulting, and Recovery Services
 Project #: _____ Bid/RFQ/RFP #: RFP 09282018, County of Sac
 City Council Approval: YES if YES, Council File ID#: 2024-00666

Contract Processing Contacts

Department: Public Works Project Manager: Chris Thoma
 Contract Coordinator: Christina Whiteside Email: cwhiteside1@cityofsacramento.org

Department Review and Routing

Accounting:	 <small>yougnal.achari@cityofsacramento.org (Mar 12, 2024 10:23 PDT)</small>	03/12/2024
	(Signature)	(Date)
Supervisor:	 <small>chris.thoma@cityofsacramento.org (Mar 13, 2024 10:23 PDT)</small>	03/13/2024
	(Signature)	(Date)
Division Manager:	 <small>jeffbhoj@cityofsacramento.org (Mar 14, 2024 13:22 PDT)</small>	04/14/2024
	(Signature)	(Date)
Other:	 <small>matt.eberman@cityofsacramento.org (Mar 14, 2024 15:38 PDT)</small>	03/14/2024
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested

Other Party Signature Required

-----**FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE**-----

SUPPLEMENTAL CONTRACT

Project Title and Job Number: Disaster Debris Planning, Monitoring, Consulting, & Recovery Services
Purchase Order #: N/A

Date: March 12, 2024
Supplemental Contract No.: 1

The City of Sacramento ("City") and Tetra Tech, Inc. ("Contractor"), as parties to that certain Non-Professional Services Agreement designated as Contract Number 2019-1081, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Scope of Services specified in Exhibit A of the Contract is amended as follows:

The parties to City Agreement 2019-1081 have agreed to extend the contract's time of performance by 3 years and 2 months which results in an adjusted expiration date of June 30, 2027. This extension allows the City to align its disaster debris response with that of the County of Sacramento which has entered an additional 3-year term with the Contractor for similar services.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **unchanged by \$0.00**, and the Contract's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$250,000.00</u>
Net change by previous supplemental contracts:	<u>\$0.00</u>
Not-to-exceed amount prior to this supplemental contract:	<u>\$250,000.00</u>
Unchanged by this supplemental contract:	<u>\$0.00</u>
New not-to exceed amount including all supplemental contracts:	<u>\$250,000.00</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]

SUPPLEMENTAL CONTRACT

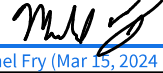
SUPPLEMENTAL CONTRACT

Approval Recommended By:



Project Manager

Approved As To Form By:



[Michael Fry \(Mar 15, 2024 11:34 PDT\)](#)

City Attorney

Approved By:

Jonathan Burgiel

[Jonathan Burgiel \(Mar 8, 2024 13:10 EST\)](#)

Contractor

Attest:

City Clerk

Approved By:

Ryan Moore, Assistant City Manager
City of Sacramento



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/15/2024

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 2301 Lucien Way #120 Maitland FL 32751 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allied World Surplus Lines Insurance Co		24319
	INSURER B: Zurich American Ins Co		16535
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570101612687** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO181740605	10/01/2023	10/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			BAP 1857085 05	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
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	WC254061605 AOS WC185708705 WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B			N/A		10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Environmental Contractors and Prof			03120276 Prof/Poll-claims Made Cov SIR applies per policy terms & conditions	10/01/2023	10/01/2024	Each Claim Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Agreement for Disaster Debris Planning, Monitoring, Consulting, and Recovery Services, Contract No. 2019-1081

City of Sacramento, its officers, directors, officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy, as required by written contract. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER City of Sacramento C/O EXIGIS LLC PO Box 4668 New York, NY 10168-4668	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ZURICH[®]

Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-05	10/01/2023	10/01/2024		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACTOR OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.	N/A

A. Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

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 site 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.

All other terms and conditions of this policy remain unchanged.



ZURICH[®]

Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-05	10/01/2023	10/01/2024		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACTOR OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.	N/A

Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
 EACH LOCATION, OTHER THAN CONSTRUCTION PROJECTS, OCCUPIED, OWNED OR RENTED BY THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-05	10/01/2023	10/01/2024		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Scheduled Railroad: ALL CONTRACTS FOR WORK DONE FOR RAILROADS AS REQUIRED BY WRITTEN CONTRACT.</p>	<p>Designated Job Site:</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement;
 - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e.** An elevator maintenance agreement;
 - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.