

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this ____ day of March, 2023, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and **CARLSON, BARBEE & GIBSON, INC.**, a California corporation, whose address is 2633 Camino Ramon, Suite 350, San Ramon, California, 94583 (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On October 17, 2017, an agreement was entered into by and between City and Service Provider (hereinafter "Agreement") for phased infrastructure design services in the Reuse Area of Alameda Point in the amount of \$1,122,055. The agreement furthered stipulated the Public Works Director may submit written notice that the Agreement can be extended for a one time three year term.

B. On June 19, 2021, the original agreement was amended by and between the City and Provider (hereinafter "First Amendment") to add contractual term between October 18, 2020 to October 18, 2023.

C. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the October 17, 2017, and shall terminate on the 31st day of December 2028, unless terminated earlier as set forth herein.

2. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A-2 as requested. The Provider acknowledges that the work plan included in Exhibit A-2 is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B-2 and incorporated herein by this reference. Extra work

must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B-2.

b. Provider shall be compensated for the services performed in accordance with the original contract and the First Amendment consistent with the terms of those agreements. Additionally, Provider shall be compensated for the Second Amendment, covering services performed during the period between March 21, 2023 to December 31, 2028, at the hourly rates set forth in Exhibit B-2 of the Second Amendment. Compensation for services performed pursuant to the Second Amendment shall not exceed \$924,300. Total Compensation for this Agreement shall not exceed \$2,046,355.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

CARLSON, BARBEE & GIBSON, INC.
A California corporation



Andrea Bellanca
Vice President

CITY OF ALAMEDA
A Municipal Corporation

Jennifer Ott
City Manager



Angelo Obertello
Secretary/Treasurer

RECOMMENDED FOR APPROVAL

DocuSigned by:

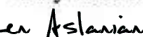


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Erin Smith
Public Works Director

APPROVED AS TO FORM:

City Attorney



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Len Aslanian
Assistant City Attorney

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

July 25, 2019

Job No.: 1087-016

Revised: December 2, 2022

Proposal to Provide
Civil Engineering Services

**Alameda Point – Reuse Areas
Phase 2 – Full Infrastructure
Alameda, California**

Description of Work

- I. Task 1 – Additional Preliminary Design
 - A. Task 1.1 – Supplemental Field Survey
 - 1. Perform supplemental field survey of existing improvements, existing utility points of connection and other features necessary to complete the final design.
 - B. Task 1.2 – Backbone Infrastructure Layout
 - 1. CBG will utilize the MIP and all other available information regarding the existing utility systems to prepare a layout of the proposed backbone infrastructure systems within the areas of Phase 2.
 - C. Task 1.3 – Preliminary Design Exhibits
 - 1. CBG will prepare Preliminary Design Exhibits for Phase 2 infrastructure that will depict the proposed street improvements and utilities.
 - D. Task 1.4 – Preliminary Design Review Meetings
 - 1. CBG will meet with City staff to review comments and suggestions on the Preliminary Design exhibits. These will be incorporated as appropriate.
- II. Task 2 – Infrastructure Construction Documents (75%, 95% and 100%)
 - A. Task 2.1 – Improvement Plans
 - 1. CBG will prepare a 1"=40' scale Improvement Plan in accordance with the City of Alameda requirements. The Improvement Plans will include grading, storm drain, sanitary sewer, dry utilities, and street improvements with plan and profile sheets for the 5,400 LF of backbone infrastructure (Monarch, West Midway, Lexington, and West Tower) and 1,100 LF of the storm drain pipeline extension, multi-purpose basin, and outfall. The future levee and storm pump station are excluded from this scope.

**Alameda Point – Reuse Areas (Phase 2)**

Page 2 of 3

July 25, 2019

Job No.: 1087-016

*Revised: December 2, 2022*Description of Work

B. Task 2.2 – Dry Utility Plans

1. Power Systems Design will prepare dry utility, street lighting design, joint trench design, and Composite Plans for the Phase 2 backbone infrastructure. The dry utility design will include AMP electric, PG&E gas, telecommunications, AMP and City fiber and City streetlight systems.

C. Task 2.3 – Landscape and Irrigation Plans

1. Prepare Landscape and Irrigation Plans for the Phase 2 backbone infrastructure. This will include the street trees and planting areas within the streetscape for Phase 2 backbone streets.

D. Task 2.4 – Storm Drain Report

1. Prepare a storm drain report including the hydrology and hydraulic modeling of the proposed storm drain system within the Phase 2 areas. The system modeling will be based upon the design criteria outlined in the MIP and the City's Storm Drain Master Plan.

E. Task 2.5 – Cost Estimates

1. The Design Team will prepare an Engineer's Estimate of Construction Cost for the installation of the Phase 2 backbone infrastructure based on submitted plans at 75%, 95%, and 100%.

F. Task 2.6 – Specifications

1. The Design Team will prepare Specifications based on submitted plans at 90% and 100%.

G. Task 2.7 – Plan Check Meetings and Coordination

1. The Design Team will meet with City Staff to discuss comments on the submitted plans at 75%, 95%, and 100%. CBG will coordinate with the various affected agencies and utility companies to obtain plan approval.

**Alameda Point – Reuse Areas (Phase 2)**

Page 3 of 3

July 25, 2019

Job No.: 1087-016

*Revised: December 2, 2022*Description of Work

III. Task 3 – Bid Assistance / Construction Support

A. Task 3.1 – Pre-Bid Meeting and Bid Process Assistance

1. CBG will attend the Pre-Bid Conference, respond to questions from potential bidders, and assist the City with bid evaluations as requested.

B. Task 3.2 – Value Engineering

1. CBG will provide the City recommended value engineering opportunities based on the bid results and construction documents.

C. Task 3.3 – Construction Engineering Support

1. Provide engineering support during construction to resolve any issues and changes throughout the duration of the project.

D. Task 3.4 – Project Management, Coordination and Schedule

1. CBG will manage the Design Team, facilitate communication with City Staff, and maintain the project schedule throughout the duration of the project.

IV. Reimbursables

A. Printing and Computer Plots.

B. Delivery Services and UPS.

C. Acquisition of Record Materials.

D. Mileage, Tolls, and Parking.



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

July 25, 2019
 Job No.: 1087-016
Revised: December 2, 2022

Fee Summary

**Alameda Point – Reuse Areas
 Phase 2 – Full Infrastructure
 Alameda, California**

<u>Description of Work</u>	<u>Estimated Fee</u>
I. Task 1 – Additional Preliminary Design	
A. Task 1.1 – Supplemental Field Survey	\$ 12,500
B. Task 1.2 – Backbone Infrastructure Layout	\$ 20,000
C. Task 1.3 – Preliminary Design Exhibits	\$ 15,000
D. Task 1.4 – Preliminary Design Review Meetings	\$ 10,800
II. Task 2 – Infrastructure Construction Documents (75%, 95%, 100%)	
A. Task 2.1 – Improvement Plans	\$ 175,000
B. Task 2.2 – Dry Utility Plans	\$ 135,000
C. Task 2.3 – Landscape and Irrigation Plans	\$ 45,000
D. Task 2.4 – Storm Drain Report	\$ 30,000
E. Task 2.5 – Cost Estimates	\$ 10,000
F. Task 2.6 – Specifications	\$ 10,000
G. Task 2.7 – Plan Check Meetings and Coordination	\$ 15,000
III. Task 3 – Bid Assistance / Construction Support	
A. Task 3.1 – Pre-Bid Meeting and Bid Process Assistance	\$ 8,000
B. Task 3.2 – Value Engineering	\$ 8,000
C. Task 3.3 – Construction Engineering Support	\$ 25,000
D. Task 3.4 – Project Management, Coordination and Schedule	\$ 25,000
IV. Reimbursables (Cost +10%)	\$ 5,000
Total	\$ 549,300

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2023. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2023

Engineering

Project Manager.....	\$245
Senior Engineer.....	\$215 - \$235
Project Engineer.....	\$190 - \$205
Staff Engineer.....	\$165 - \$180
Assistant Engineer	\$140 - \$160

Planning

Senior Planner	\$215 - \$235
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Surveying

Survey Manager.....	\$245
Senior Surveyor	\$215 - \$235
Project Surveyor.....	\$190 - \$205
Staff Surveyor	\$165 - \$180
Assistant Surveyor	\$140 - \$160

Party Chief.....	\$200
Chainman	\$110

Drafting

CAD Technician	\$140
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Administration

Clerical	\$83
Reimbursables	Cost + 10%

Management

Principal	\$270
Associate	\$255



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

July 25, 2019

Job No.: 1087-016

Revised: December 2, 2022

Proposal to Provide
Civil Engineering Services

**Alameda Point – Reuse Areas
Phase 3 – Full Infrastructure
Alameda, California**

Description of Work

- I. Task 1 – Additional Preliminary Design
 - A. Task 1.1 – Supplemental Field Survey
 - 1. Perform supplemental field survey of existing improvements, existing utility points of connection and other features necessary to complete the final design.
 - B. Task 1.2 – Backbone Infrastructure Layout
 - 1. CBG will utilize the MIP and all other available information regarding the existing utility systems to prepare a layout of the proposed backbone infrastructure systems within the areas of Phase 3.
 - C. Task 1.3 – Preliminary Design Exhibits
 - 1. CBG will prepare Preliminary Design Exhibits for Phase 3 infrastructure that will depict the proposed street improvements and utilities.
 - D. Task 1.4 – Preliminary Design Review Meetings
 - 1. CBG will meet with City staff to review comments and suggestions on the Preliminary Design exhibits. These will be incorporated as appropriate.
- II. Task 2 – Infrastructure Construction Documents (75%, 95% and 100%)
 - A. Task 2.1 – Improvement Plans
 - 1. CBG will prepare a 1"=40' scale Improvement Plan in accordance with the City of Alameda and EBMUD requirements. The Improvement Plans will include grading and full improvements for the multi-purpose basin, and plan and profile sheets for the 3,300 LF of backbone infrastructure (Monarch, West Redline, and Lexington) and 850 LF of the storm drain pipeline extension and outfall. The future levee and storm pump station are excluded from this scope.

**Alameda Point – Reuse Areas (Phase 3)**

Page 2 of 3

July 25, 2019

Job No.: 1087-016

*Revised: December 2, 2022*Description of Work

B. Task 2.2 – Dry Utility Plans

1. Power Systems Design will prepare dry utility, street light design, joint trench design, and Composite Plans for the Phase 3 backbone infrastructure. The dry utility design will include AMP electric, PG&E gas, telecommunications, AMP and City fiber and City streetlight systems.

C. Task 2.3 – Landscape and Irrigation Plans

1. Prepare Landscape and Irrigation Plans for the Phase 3 backbone infrastructure. This will include the street trees and planting areas within the streetscape for Phase 3 backbone streets.

D. Task 2.4 – Storm Drain Report

1. Prepare a storm drain report including the hydrology and hydraulic modeling of the proposed storm drain system within the Phase 3 areas. The system modeling will be based upon the design criteria outlined in the MIP and the City's Storm Drain Master Plan.

E. Task 2.5 – Cost Estimates

1. The Design Team will prepare an Engineer's Estimate of Construction Cost for the installation of the Phase 3 backbone infrastructure based on submitted plans at 75%, 95%, and 100%.

F. Task 2.6 – Specifications

1. The Design Team will prepare Specifications based on submitted plans at 90% and 100%.

G. Task 2.7 – Plan Check Meetings and Coordination

1. The Design Team will meet with City Staff to discuss comments on the submitted plans at 75%, 95%, and 100%. CBG will coordinate with the various affected agencies and utility companies to obtain plan approval.

**Alameda Point – Reuse Areas (Phase 3)**

Page 3 of 3

July 25, 2019

Job No.: 1087-016

*Revised: December 2, 2022*Description of Work

III. Task 3 – Bid Assistance / Construction Support

A. Task 3.1 – Pre-Bid Meeting and Bid Process Assistance

1. CBG will attend the Pre-Bid Conference, respond to questions from potential bidders, and assist the City with bid evaluations as requested.

B. Task 3.2 – Value Engineering

1. CBG will provide the City recommended value engineering opportunities based on the bid results and construction documents.

C. Task 3.3 – Construction Engineering Support

1. Provide engineering support during construction to resolve any issues and changes throughout the duration of the project.

D. Task 3.4 – Project Management, Coordination and Schedule

1. CBG will manage the Design Team, facilitate communication with City Staff, and maintain the project schedule throughout the duration of the project.

IV. Reimbursables

A. Printing and Computer Plots.

B. Delivery Services and UPS.

C. Acquisition of Record Materials.

D. Mileage, Tolls, and Parking.



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

July 25, 2019
 Job No.: 1087-016
 Revised: December 2, 2022

Fee Summary

**Alameda Point – Reuse Areas
 Phase 3 – Full Infrastructure
 Alameda, California**

<u>Description of Work</u>	<u>Estimated Fee</u>
I. Task 1 – Additional Preliminary Design	
A. Task 1.1 – Supplemental Field Survey	\$ 10,000
B. Task 1.2 – Backbone Infrastructure Layout	\$ 15,000
C. Task 1.3 – Preliminary Design Exhibits	\$ 12,500
D. Task 1.4 – Preliminary Design Review Meetings	\$ 8,000
II. Task 2 – Infrastructure Construction Documents (75%, 95%, 100%)	
A. Task 2.1 – Improvement Plans	\$ 97,500
B. Task 2.2 – Dry Utility Plans	\$ 82,000
C. Task 2.3 – Landscape and Irrigation Plans	\$ 40,000
D. Task 2.4 – Storm Drain Report	\$ 30,000
E. Task 2.5 – Cost Estimates	\$ 8,000
F. Task 2.6 – Specifications	\$ 7,000
G. Task 2.7 – Plan Check Meetings and Coordination	\$ 10,000
III. Task 3 – Bid Assistance / Construction Support	
A. Task 3.1 – Pre-Bid Meeting and Bid Process Assistance	\$ 5,000
B. Task 3.2 – Value Engineering	\$ 5,000
C. Task 3.3 – Construction Engineering Support	\$ 20,000
D. Task 3.4 – Project Management, Coordination and Schedule	\$ 20,000
IV. Reimbursables (Cost +10%)	\$ 5,000
Total	\$ 375,000

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2023. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2023

Engineering

Project Manager.....	\$245
Senior Engineer.....	\$215 - \$235
Project Engineer.....	\$190 - \$205
Staff Engineer.....	\$165 - \$180
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Planning

Senior Planner	\$215 - \$235
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Survey Manager.....	\$245
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Project Surveyor.....	\$190 - \$205
Staff Surveyor	\$165 - \$180
Assistant Surveyor	\$140 - \$160

Party Chief.....	\$200
Chainman	\$110

Drafting

CAD Technician	\$140
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Administration

Clerical	\$83
Reimbursables	Cost + 10%

Management

Principal	\$270
Associate	\$255



CARLBAR-01

FRENCHD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2022

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 License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Danielle French PHONE (A/C, No, Ext): (949) 297-0036 52026 FAX (A/C, No): (949) 297-5960 E-MAIL ADDRESS: Danielle.French@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : RLI Insurance Company	
INSURER B : The Hanover Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Carlson, Barbee & Gibson, Inc.
 2633 Camino Ramon, Suite 350
 San Ramon, CA 94583

COVERAGES**CERTIFICATE NUMBER:****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"/> Add'l Insd/Prim/WOS <input checked="" type="checkbox"/> Form# PPB3040212 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0001384	9/1/2022	9/1/2023	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 \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PSA0001204	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0001754	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	PSW0001537	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liab/Clims Made			LH3903390913	9/1/2022	9/1/2023	Per Claim 2,000,000
B	Ded. Per Clm: \$75K			LH3903390913	9/1/2022	9/1/2023	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Job #2981-000 / Alameda Point - On-Call Support Services

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are Additional Insured with respect to General Liability and Auto Liability per the attached endorsements as required by written contract. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation as required by written contract.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501	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.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: Carlson, Barbee & Gibson, Inc.

Policy Number: PSA0001204

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**A. Broad Form Named Insured**

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs 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 Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 06****(Ed. 4-84)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

Named Insured: Carlson, Barbee & Gibson, Inc.

Policy Number: PSW0001537