

FIRSTAMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this ____ day of _____, 20__, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and CHRISP COMPANY, a California Corporation, whose address is 43650 Osgood Road, Fremont California 94539, ("Contractor"), in reference to the following:

RECITALS:

A. On June 18, 2019, an agreement was entered into by and between City and Contractor (hereinafter "Agreement") to provide pavement markings and sign replacements in the amount of \$602,218.98 including contingency.

B. City and Contractor 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 2, Services to be Performed of the Agreement is modified to read as follows:

“Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. The Contractor acknowledges that the work plan included in Exhibit “A1” is tentative and does not commit the City to request Contractor to perform all tasks included therein.”

2. Paragraph 3, Compensation to Contractor is modified to read as follows:

“a. Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A1" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City. \$109,123.80 of the contract is for Main Street restriping and will be funded by CIP 9161102, Bike and Pedestrian Improvements. The Alameda Point specific work in the contract totals \$138,820. and will be funded by 818003, Base Reuse operational budget. The remaining \$354,275.35 of the contract amount will be funded by CIP 91811, Sign and Pavement Marking Replacement.”

“b. The total compensation for the work under the First Amendment to Agreement is not to exceed \$110,000, for a total contract amount of \$712,218.98.”

3. 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.

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

Signatures on following page

CHRISP COMPANY
A California Corporation,

DocuSigned by:

David Morris

F7F8E1FEB81E425...

David L. Morris
Executive Vice President

CITY OF ALAMEDA
A Municipal Corporation

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:

DocuSigned by:

Tammie Allison

A5F5671E86D24C4...

Tammie Allison
Secretary

DocuSigned by:

Erin Smith

21DC39E8C019480...

Erin Smith
Public Works Director

Contractor License No. 374600

DIR No. 1000000306

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

Elizabeth Mackenzie

2753DA3A4204469...

Elizabeth A. Mackenzie
Chief Assistant City Attorney

Chrisp Company**REVISED**

Fremont Office
 43650 Osgood Rd
 Fremont CA 94539
 Phone: (510) 656-2840 Fax: (510) 656-2397

Quotation

Contractors License No. 374600

DIR Registration No. 1000000306

A General Engineering

C-13 Fence, Wire, wood

C-32 Highway Improvement

Union Contractor / No minority Status

TO:

ALAMEDA, CITY OF
 2263 SANTA CLARA AVE
 ALAMEDA CA 94501
 Phone: (510) 747-7900 Fax: () -

Current Date: 7/7/2020

BidDate: 7/7/2020

JobName: Park Street

Location: Alameda

Contract#:

Working Days:

Bid#: 48840 0

Job#:

Contact: Donya Amiri
 email: damiri@alamedaca.gov

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<u>PARK STREET FROM ENCINAL AVE TO TILDEN</u>					
01	TRAFFIC CONTROL FOR CHRISP COMPANY WORK ONLY	1	SUM	10000.000	\$10,000.00
02	REMOVE ALL CONFLICTING ROADWAY STRIPING, PAVEMENT MARKING AND	1	SUM	11250.000	\$11,250.00
03	INSTALL PAINTED ROADWAY STRIPING AND PAVEMENT MARKINGS	1	SUM	19850.000	\$19,850.00
04	MOBILIZATION COSTS FOR CHRISP COMPANY WORK ONLY	1	SUM	3500.000	\$3,500.00
05	RIGHT TURN ONLY SIGN	1	EA	325.000	\$325.00
06	K71 DELINEATORS	65	EA	230.000	\$14,950.00
Subtotal					\$59,875.00
TOTAL					\$59,875.00

Notes

ALL HIGH-VISIBILITY CROSSWALK WILL BE INSTALLED AT ALL SIGNALIZED INTERSECTION EXCEPT ALL CENTRAL AVE

ALL WORK MIGHT BE NEEDED TO BE PERFORMED AT NIGHT

PRICE DOES NOT INCLUDE REMOVING AND REINSTALLING STRIPING TO EXISTING CONDITION

ALL TEMPORARY INSTALLATION OF PAVEMENT MARKERS IN EXCLUDED

Written Authorization is Required Prior to Proceeding with Work

ACCEPTED BY:

P.O. Number

TITLE:

Job

Number

Bond Rate

1.2%

This quote includes all stipulations found on page 2

QUOTE PREPARED BY David Morris
 (510) 719-6453
 dmorris@chrispco.com
 CHRISP COMPANY

Chrisp Company

REVISED

Fremont Office
43650 Osgood Rd
Fremont CA 94539
Phone: (510) 656-2840 Fax: (510) 656-2397

Contractors License No. 374600

DIR Registration No. 1000000306
A General Engineering
C-13 Fence, Wire, wood
C-32 Highway Improvement

Quotation

Union Contractor / No minority Status

COMMENTS, EXCLUSIONS, AND STIPULATIONS

The following stipulations are hereby incorporated into and made part of the quotation from Chrisp co. dated July 7, 2020 for the following project

Park Street

- NO RETENTION TO BE TAKEN ON CONTRACTS LESS THAN \$5,000.00
- Chrisp Company reserves the right to withdraw proposal if written acceptance is not received within 30 days of bid date
- Clean, clear and unobstructed access required for Chrisp Co. work
- EXCLUDE: Traffic Control Plan
- Parking Area is to be Clear of Debris and Parked Vehicles prior to Chrisp Company Arrival.
- EXCLUDE: Red-Lined As-Built Drawings
- Traffic Control INCLUDED for Chrisp Company work ONLY
- After receiving contract 10 working days written notice required prior to scheduling of work
- EXCLUDE: Special Insurance Requirements,(i.e. Railroad Insurance,_____)
- All night lights required are to be supplied by general contractor
- EXCLUDE: Construction Area Signs
- This quotation excludes Primary Liability Insurance greater than \$2,000,000.
- This quotation excludes all work associated with the project SWPP and WPCP.
- EXCLUDE: Encroachment Permit (If required to be provided at No Cost to Chrisp Company)
- EXCLUDE: ALL Safety Training, Badging, Drug Testing and Orientation (To be paid at time and material Cal-Trans
- Mobilization & Traffic Control Items shall not be adjusted for decreases in the work.
- Mobilization & Traffic Control Items shall be adjusted for increases in the work
- Prime Contractor to provide Chrisp Company with a secure area for temporary storage of all Hazardous stripe removal debris on the jobsite.
- EXCLUDE: Advanced posting of "No Parking" signs
- This quotation EXCLUDES removal of Yellow stripe and markings treated as hazardous.
- EXCLUDE: Lead Compliance Plan
- THIS QUOTATION IS BASED ON A STANDARD MONDAY THROUGH FRIDAY WORK WEEK. ADDITIONAL COSTS WILL OCCUR FOR WORK PERFORMED ON WEEKENDS
- CHRISP COMPANY WILL USE EXISTING EMPLOYEE POOL TO PERFORM ALL WORK ON THIS PROJECT. IF THERE ARE ANY HIRING GOALS FOR THIS PROJECT THIS WILL BE EXCLUDED

Chrisp Company**REVISED**

Fremont Office
 43650 Osgood Rd
 Fremont CA 94539
 Phone: (510) 656-2840 Fax: (510) 656-2397

Quotation

Contractors License No. 374600

DIR Registration No. 1000000306
 A General Engineering
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Union Contractor / No minority Status

TO:

ALAMEDA, CITY OF
 2263 SANTA CLARA AVE
 ALAMEDA CA 94501
 Phone: (510) 747-7900 Fax: () -

Contact: Donya Amiri
 email: damiri@alamedaca.gov

Current Date: 8/04/2020
 BidDate: 8/04/2020
 JobName: Webster Street Road Diet ReStriping
 Location: Alameda Bid#: 49142 0
 Contract#: Job#: Working Days:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
01	Traffic Control for Chrisp Company Work Only	1	LS	8000.000	\$8,000.00
02	Remove All Conflicting Roadway Striping, Pavement Marking and Pavement Markers	1	LS	9150.000	\$9,150.00
03	Install Painted Roadway Striping and Pavement	1	LS	15325.000	\$15,325.00
04	Mobilization Costs for Chrisp Company Work Only	1	LS	2800.000	\$2,800.00
05	Signs on Existing (W4-2, W9-1)	4	EA	250.000	\$1,000.00
06	Remove Meter and Install Sign on New Post (R32)	1	EA	575.000	\$575.00
07	K71 Delineators	60	EA	230.000	\$13,800.00
08	Rental of portable changeable message sign	1	SUM	1750.000	\$1,750.00
Subtotal					\$52,400.00
TOTAL					\$52,400.00

Notes**EXCLUDES: CROSSWALKS AT WEBSTER ST AND HAIGHT AVE****ALL WORK MIGHT BE NEEDED TO BE PERFORMED AT NIGHT****PRICE DOES NOT INCLUDE REMOVING AND REINSTALLING STRIPING TO EXISTING CONDITION****Written Authorization is Required Prior to Proceeding With Work****ACCEPTED BY:****P.O. Number****TITLE:**

Job
Number

Bond Rate 1.2%**This quote includes all stipulations found on page 2 & 3**

QUOTE PREPARED BY Aaron Patton
(510) 933-3939
apatton@chrispco.com
CHRISP COMPANY

Chrisp Company

REVISED

Fremont Office
43650 Osgood Rd
Fremont CA 94539
Phone: (510) 656-2840 Fax: (510) 656-2397

Contractors License No. 374600

DIR Registration No. 1000000306
A General Engineering
C-13 Fence, Wire, wood
C-32 Highway Improvement

Quotation

Union Contractor / No minority Status

COMMENTS, EXCLUSIONS, AND STIPULATIONS

The following stipulations are hereby incorporated into and made part of the quotation from Chrisp co. dated August 4, 2020 for the following project

Webster Street Road Diet ReStriping

- NO RETENTION TO BE TAKEN ON CONTRACTS LESS THAN \$5,000.00
- 1 Move- In(s) included. Additional Move- Ins \$2,850.00
- Chrisp Company reserves the right to withdraw proposal if written acceptance is not received within 30 days of bid date
- Clean, clear and unobstructed access required for Chrisp Co. work
- Final PAY QTYS presented by owner MUST be agreed by Chrisp Co.
- Changeable Message board if required to be provided by General Contractor for Chrisp Co. Use at no Charge to Chrisp Co.
- EXCLUDE: Traffic Control Plan
- EXCLUDE: Fire Lane Striping and Signage
- EXCLUDE: Seal Coat
- EXCLUDE: Removal of Concrete Curing Material prior to PAINT / THERMOPLASTIC / PAVEMENT MARKER
- Parking Area is to be Clear of Debris and Parked Vehicles prior to Chrisp Company Arrival.
- EXCLUDE: Furnishing and Installation of Mast Arm Signs
- EXCLUDE: Red-Lined As-Built Drawings
- Traffic Control INCLUDED for Chrisp Company work ONLY
- After receiving contract 10 working days written notice required prior to scheduling of work
- EXCLUDE: Special Insurance Requirements,(i.e. Railroad Insurance,_____)
- All night lights required are to be supplied by general contractor
- EXCLUDE: WHEEL STOPS
- EXCLUDE: ALL Signs on Traffic Signal Plans
- EXCLUDE: Pedestrian Barricades
- EXCLUDE: ALL Solar Powered LED Signs to be Done By Others
- EXCLUDE: Construction Area Signs
- Chrisp Co. will remove contractors short term temporary markers (Floppys) placed for lanelines and centerlines only (no edgelines or shoulders). No Tape removal. Short Term Temporary markers are to be placed so that striping may be placed before removal of temporary markers.
- This quotation excludes Primary Liability Insurance greater than \$2,000,000.
- This quotation excludes all work associated with the project SWPP and WPCP.
- This quotation excludes performing removal work while other operations are in progress on jobsite.
- This quotation excludes the removal & disposal of hazardous grindings & spoils from jobsite.
- This quotation Excludes furnishing or placing ALL detour signage for our operations.
- EXCLUDE: Encroachment Permit (If required to be provided at No Cost to Chrisp Company)

Chrisp Company

REVISED

Fremont Office
43650 Osgood Rd
Fremont CA 94539
Phone: (510) 656-2840 Fax: (510) 656-2397

Quotation

Contractors License No. 374600

DIR Registration No. 1000000306
A General Engineering
C-13 Fence, Wire, wood
C-32 Highway Improvement

Union Contractor / No minority Status

- **EXCLUDE: ALL Safety Training, Badging, Drug Testing and Orientation (To be paid at time and material Cal-Trans**
- **EXCLUDE: ALL Etching, Inscribing on curb,**
- **Mobilization & Traffic Control Items shall not be adjusted for decreases in the work.**
- **Mobilization & Traffic Control Items shall be adjusted for increases in the work**
- **Access / and or Accessibility by 1 Ton Vehicle required for Chrisp Company work**
- **EXCLUDE: Advanced posting of "No Parking" signs**
- **This quotation EXCLUDES removal of Yellow stripe and markings treated as hazardous.**
- **EXCLUDE: Maintenance of temporary delineation ie. temporary paint, temporary tape, channelizers, etc...**
- **ALL Bid items shall NOT be adjusted or removed without written / or verbal permission.**
- **EXCLUDE: Lead Compliance Plan**
- **Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payment to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payment to Chrisp Company. Full retention to be released no later than thirty, (30) Days after completion of Chrisp Companys work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.**
- **Chrisp Company shall be reimbursed the full amount for bonds upon submission to General Contractor. Retention shall not be held from bond reimbursement.**
- **THIS QUOTATION IS BASED ON A STANDARD MONDAY THROUGH FRIDAY WORK WEEK. ADDITIONAL COSTS WILL OCCUR FOR WORK PERFORMED ON WEEKENDS**
- **CHRISP COMPANY WILL USE EXISTING EMPLOYEE POOL TO PERFORM ALL WORK ON THIS PROJECT. IF THERE ARE ANY HIRING GOALS FOR THIS PROJECT THIS WILL BE EXCLUDED**
- **EXCLUDE: ALL HARD WIRED ELECTRICAL SIGNS**
- **EXCLUDE: Truncated Domes**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2020

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 Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 3697 Mt. Diablo Blvd., Suite 300 Lafayette CA 94549	CONTACT NAME: Certificate Department PHONE (A/C No. Ext): 925-299-1112 FAX (A/C No.): 925-953-6270 E-MAIL ADDRESS: CertRequests@ajg.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: American Guarantee and Liability Ins Co	
INSURER B: Starr Indemnity & Liability Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 634218178	REVISION NUMBER:
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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 WYD	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"/> BI/PP: \$50,000 <input checked="" type="checkbox"/> DED/OCC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000025834201	12/1/2020	12/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPOP AGG \$4,000,000 \$
B	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	Y		1000198720201	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			AUC 0217902-05	12/1/2020	12/1/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	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	Y	1000004442	12/1/2020	12/1/2021	<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)
 Chrisp Job #: 10A.19.612 | P.W. #: 03-19-15 | RE: FY17-19 PAVEMENT MARKING AND SIGN REPLACEMENT PROJECT, ALAMEDA, CA.
ADDITIONAL INSURED(S): THE CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS, AND COMMISSIONS, OFFICERS & EMPLOYEES AND VOLUNTEERS.
 Notice of Cancellation: The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER City of Alameda Attn: Public Works Department 950 West Mall Square, Room 110 Alameda CA 94501-7558	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
--	---



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Policy Number: 1000025834201

Effective Date: 12/01/2020

Named Insured: Chrisp Company

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

AS REQUIRED PER WRITTEN CONTRACT

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

AS REQUIRED PER WRITTEN CONTRACT

ADDITIONAL PREMIUM:

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "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".

All other terms and conditions remain unchanged.

OG 185 (04/12)

Page 1 of 1

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

Policy Number: 1000025834201
Named Insured: Chrisp Company

Effective Date: 12/01/2020

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION: AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. -Exclusions, is amended to include the following additional exclusion;

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 remain unchanged.

OG 180 (04/12)

Page 1 of 1

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-Contributory Condition

Policy Number: 1000025834201

Effective Date: 12/01/2020

Named Insured: Chrisp Company

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. SECTION IV – CONDITIONS, condition **4. Other Insurance** is amended as follows:

1. The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel

POLICY NUMBER: 1000025834201

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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:

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Additional Insured – Where Required Under Written Contract or Written Agreement Endorsement

Policy Number: 1000198720201
Named Insured: Chrisp Company

Effective Date: 12/01/2020 at 12:01 A.M.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Business Auto Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, is amended to include the following:

- d. Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President and
Chief Executive Officer

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

Policy Number: 1000198720201
Named Insured: Chrisp Company

Effective Date: 12/01/2020 at 12:01 AM

This policy is amended as follows:

BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President and
Chief Executive Officer

Nehemiah E. Ginsburg, General Counsel

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 06**

(Ed. 04-84)

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 2.0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

Where required by contract

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **12/01/2020**Policy No.: **1000004442**

Endorsement No.:

Insured: **Chrisp Company**

Premium:

Insurance Company: **Starr Indemnity & Liability Company**

Countersigned by: _____

WC 04 03 06

(Ed. 04-84)

Page 1 of 1

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: _____ FORM TITLE: _____****Additional information****GENERAL LIABILITY:**

- *Additional Insured if required by written contract per attached Form OG 185 (04/12) and OG 180 (04/12)
- *Coverage IS Primary/Non-Contributory if required by written contract per attached OG 107 (04/11)
- *Waiver of Subrogation if required by written contract per attached Form CG2404 0509

AUTOMOBILE LIABILITY:

- *Additional Insured if required by written contract per attached Form SICA 1016 (04/14)

WORKERS' COMPENSATION:

- *Covered States: California, Nevada, Oregon
- *Waiver of Subrogation if required by written contract attached Form WC 04 03 06

UMBRELLA LIABILITY:

- *Underlying: General Liability, Automobile Liability and Employer's Liability.