

AGREEMENT NO. _____

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on _____ ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a Charter city and municipal corporation, (herein "CITY") and **PROVOST & PRITCHARD ENGINEERING GROUP, INC., dba PROVOST & PRITCHARD CONSULTING GROUP**, a California Corporation authorized to do business in California (referred to herein as "CONSULTANT").

RECITALS

WHEREAS, the Water Board of the City of Bakersfield (CITY) adopted the Kern Regional Water Management Plan (Kern IRWMP) in; and

WHEREAS, in 2022, four members (City of Bakersfield; Arvin-Edison Water Storage District; Rainbird Valley Mutual Water Company; and Oildale Mutual Water Company) of the Kern IRWM Group successfully submitted a Proposition 1, Round 2, IRWM Implementation Grant Application to fund implementation of projects from the Kern IRWMP; and

WHEREAS, CITY will be executing a subgrantee agreement between it and Arvin-Edison Water Storage District (A-EWSD); Rainbird Valley Mutual Water Company (RVMWC); and Oildale Mutual Water Company (OMWC), (collectively Local Project Sponsors (LPSs)); and

WHEREAS, CITY will be approving the execution of a Grant Agreement with Department of Water resources (DWR); and

WHEREAS, CITY desires that CONSULTANT be hired to guide CITY through the IRWM Grant process, to provide day-to-day reporting, and to provide associated communication and coordination among the CITY, LPSs and DWR to manage the Grant.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONSULTANT mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONSULTANT must competently and thoroughly execute the Project as more specifically described in **Exhibit A**, attached hereto and incorporated by reference herein. CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** In exchange for performing the Scope of Work and subject to the terms of this section, CITY will pay CONSULTANT as follows ("Compensation"):

2.1. CONSULTANT shall perform services on a time and materials basis in accordance with its Standard Fee Schedule, attached hereto as **Exhibit B.**

2.2. CONSULTANT shall invoice its fees as they accrue on a monthly basis.

2.3. CONSULTANT's total fees, exclusive of reimbursable expenses, shall not exceed CONSULTANT's estimate of One Hundred Forty-Three Thousand Dollars and No Cents (\$143,000).

CITY shall pay CONSULTANT within thirty days (30-days) after CONSULTANT submits an itemized invoice for the portions of the Scope of Work completed and that is approved by CITY.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate at the conclusion of work as determined by CITY.

4. **TERMINATION FOR CAUSE.** If at any time CITY become dissatisfied with the CONSULTANT's performance under this Agreement, CITY may terminate this Agreement after providing CONSULTANT with ten-days (10-days) written notice.

5. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONSULTANT's performance of the Scope of Work as an independent contractor. CONSULTANT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONSULTANT other than that of an independent contractor.

6. **CONFLICTS OF INTEREST.** CONSULTANT hereby represents that both corporately and individually the firm and its employees and subconsultants:

6.1 Do not have, and will not have, financial interest in either the success of failure of any project which is dependent upon CONSULTANT's performance of the Scope of Work; and

7. **ACCEPTANCE OF WORK.** CITY's acceptance of work or payment for work shall not constitute a waiver of any portion or any provision of this Agreement.

8. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

9. **INSURANCE.**

9.1. **Types and Limits.** In addition to any other insurance or security required under this Agreement, CONSULTATN must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

9.1.1. **Professional liability insurance,** providing coverage on a claims made basis for errors and omissions with limits of not less than One Million Dollars and No Cents (\$1,000,000).

9.1.2. **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily-injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than One Million Dollars and No Cents (\$1,000,000) per occurrence.

9.1.3. **Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, or one or more persons, property damage, and personal injury, with limits of not less than One Million Dollars and No Cents (\$1,000,000). The policy must:

9.1.3.1. Provide contractual liability coverage for the terms of this Agreement.

9.1.3.2. Provide products and completed operations coverage;

9.1.3.3. Provide premises, operations, and mobile equipment coverage.

9.1.3.4. Contain an additional insured endorsement in favor of the CITY and its mayor, council, officers, agents, employees, and designated volunteers.

9.1.4. **Workers' compensation insurance,** with limits of not less than One Million Dollars and No Cents (\$1,000,000) per occurrence. In

accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONSULTANT must submit to CITY the following certification before beginning any work under this Agreement.

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

By executing this Agreement, CONSULTANT is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

9.2. General Provisions Applying to All Insurance Types.

9.2.1. All policies required of CONSULTANT must be written on a first-dollar coverage basis or contain a deductible provision. Subject to CITY's advance approval, CONSULTANT may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of the additional insured.

9.2.2. Except for professional liability insurance, all policies required of CONSULTANT must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, employees, and designated volunteers must be excess of CONSULTANT's insurance and must not contribute to it.

- 9.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 9.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 9.2.5.** Full compensation for all premiums which the CONSULTANT is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 9.2.6.** It is further understood and agreed by CONSULTANT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONSULTANT in connection with this Agreement.
- 9.2.7.** Unless otherwise approved by the CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONSULTANT, and all subcontractors must agree in writing to be bound by the provisions of this section.

10. INDEMNITY.

- 10.1.** CONSULTANT shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, arising from CONSULTANT's negligence, fraud, willful misconduct, criminal conduct, errors and omissions, or breaches of contract, or any other them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONSULTANT or CONSULTANT's employees, agents, independent contractors, companies, or subcontractors in the

performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

- 10.2.** To the extent Civil Code Section 2782.8 is applicable to this Agreement, the CONSULTANT shall indemnify, defend and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to the consulting professional exceed the consulting professional's proportionate percentage of fault. However, notwithstanding this previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of this business, the consulting professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties.
- 11. ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 12. CONFIDENTIALITY.** During this Agreement's term, CITY may disclose to CONSULTANT information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. Except as otherwise required by law, when informed that information is confidential, CONSULTANT shall not disclose to any person, directly or indirectly, either during this Agreement's term or at any time thereafter, any such information or use such information other than is necessary during this Agreement. All documents CONSULTANT prepares, and confidential information given to CONSULTANT under this Agreement are the exclusive property of CITY. Under no circumstances shall any such information or documents be removed from CITY without CITY's prior written consent.

13. **ACCOUNTING RECORDS.** CONSULTANT shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in the performance of this Agreement. Such records and documentation shall be kept at CONSULTANTS's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder and made available to CITY representatives upon request at any time during regular business hours.
14. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
15. **CORPORATE AUTHORITY.** Signatories signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
17. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
18. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether actually attached.
19. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
20. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
21. **INTERPRETATION.** Whenever the context is required, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

22. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

23. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: Daniel R. Maldonado
Assistant Water Resources Director
1000 Buena Vista Rd
Bakersfield, CA 93311
Phone: (661) 326-3715
Email: drmaldonado@bakersfieldcity.us


CONSULTANT: Gretchen Heisdorf
PROVOST & PRITCHARD
CONSULTING GROUP
4701 Sisk Road, Suite 102
Modesto, California 95356

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
CITY OF BAKERSFIELD

"CONSULTANT"
**PROVOST & PRITCHARD ENGINEERING
GROUP, INC. dba PROVOST & PRITCHARD
CONSULTING GROUP**

By: _____
KAREN GOH
Mayor

By:  _____
Print Name: Jeffrey Eklund
Title: Director of Operations

[Additional Signatures on Following Page]

APPROVED AS TO CONTENT:
WATER RESOURCES DEPARTMENT

By: _____
DANIEL R. MALDONADO
Assistant Water Resources Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
MATTHEW S. COLLOM
Deputy City Attorney I (Water)

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

MSC/em
Attachments: Exhibit "A"- P & P Grant Proposal
Exhibit "B"- P & P Fee Schedule
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2023

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 LIC #0B29370 Edgewood Partners Insurance Center (EPIC) [Fresno Branch - Branch ID 15283] 5250 N. Palm Avenue, Suite 220 Fresno, CA 93704	1-559-451-3200 CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 925.244.7700 E-MAIL ADDRESS: EPICcerts@epicbrokers.com FAX (A/C, No): 925.901.0671
INSURED Provost & Pritchard Engineering Group, Inc.; Provost & Pritchard Consulting Group 455 W. Fir Avenue Clovis, CA 93611-0242	INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL FIRE INS CO OF HARTFORD INSURER B: TRANSPORTATION INS CO INSURER C: CONTINENTAL INS CO INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 69018820

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6050192477	10/01/22	10/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6050192432	10/01/22	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			6050192463	10/01/22	10/01/23	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) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7012309679	04/15/23	04/15/24	<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
B	Hired Auto Physical Dam			6050192432	10/01/22	10/01/23	COMP/COLL \$1,000 75,000

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

RE: Kern Regional Water Management Plan IRWM /

ADDITIONAL INSURED: The City of Bakersfield Water Resources Department, and its mayor, council, officers, agents, employees, and designated volunteers.

CERTIFICATE HOLDER

CANCELLATION

The City of Bakersfield Water Resources Department

1000 Buena Vista Road

Bakersfield, CA 93311

USA

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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ACORD 25 (2016/03)

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LMart-Fresno
69018820

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/15/2023

NAME OF INSURED: Provost & Pritchard Engineering Group, Inc.;
Provost & Pritchard Consulting Group

Additional Description of Operations/Remarks from Page 1:

Additional Information:

General Liability Additional Insured and Primary Non-Contributory applies per form CNA75079XX (10-16); General Liability Waiver of Subrogation applies per form CNA75008XX (10-16)
General Liability General Aggregate Limit - Per Project applies per form CNA75061XX (1-15)
Auto Additional Insured and Primary Non-Contributory applies per form CNA71527XX (10/12)
Auto Waiver of Subrogation applies per form CA 04 44 10 13
Workers Compensation Waiver of Subrogation applies

per form G-19160-B (11-1997)



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**.
However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)
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Policy No: 6050192477
Endorsement No: -
Effective Date: 10/01/2022

Insured Name:

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**CNA PARAMOUNT****Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

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 WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75008XX (10-16)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: PROVOST & PRITCHARD ENGINEERING GROUP, INC.

Policy No: 6050192477

Endorsement No: 17

Effective Date: 10/01/2022

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
 - B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.
- IV. 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 shown in the Declarations, regardless of the number of projects involved.
- V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 1 of 1

Underwriting Company: Transportation Insurance Company

Policy No: BUA 6050192432

Policy Effective Date: 10/01/2022

Policy Page: 61 of 109

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting

Group Endorsement Effective Date: 10/01/22

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Workers Compensation And Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: WC 7 12309679

Policy Effective Date: 04/15/2023