

**AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF BURLINGAME AND GARDEN GUIDANCE LLC
TO PROVIDE ARBORIST SERVICES IN THE AMOUNT OF \$98,800.00**

THIS AMENDMENT is by and between Ellyn Shea, Consulting Arborist and Horticulturist dba Garden Guidance LLC (“Consultant”) and the City of Burlingame, a public body of the State of California (“City”), amending the Agreement between the parties dated March 31, 2023, hereinafter called the “Agreement”.

RECITALS

WHEREAS, on March 31, 2023 the City Manager enter into a Professional Services Agreement with Consultant to provide consulting arborist services for the City of Burlingame for \$190.00 per hour, for a total not to exceed \$98,800.00, including all materials and other reimbursable amounts (“Maximum Compensation”), as set forth in Exhibit A of the Agreement dated March 31, 2023.

WHEREAS, the term of the agreement is needed to be extended to terminate on December 31, 2024 in order to continue services beyond the April 1, 2024 termination date specified in the Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City Manager is authorized and directed to enter into the Amendment to the Professional Services Agreement with Consultant to provide consulting arborist services, with a term to be extended to December 31, 2024.
2. Except as expressly amended in this Amendment, all other terms and conditions contained in the Agreement shall remain in full force and effect.

Amendment to Agreement for Professional Services between Ellyn Shea and the City of Burlingame

IN WITNESS WHEREOF, Consultant and City execute this Amendment to the Agreement.

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

CONSULTANT
GARDEN GUIDANCE LLC
2085 Hayes Street, Suite 10
San Francisco, CA 94117

By: Lisa K. Goldman
Lisa Goldman
City Manager

Date: 3/14/2024

By: Ellyn Shea
Ellyn Shea
Consulting Arborist and Horticulturist

Date: 3/12/2024

Attest: Meaghan Hassel-Shearer
Meaghan Hassel-Shearer
City Clerk

Federal Employer ID Number: 041686397
License Number: N/A
Expiration Date: N/A

Approved as to form:

Michael Guina
Michael Guina
City Attorney

Attachment:
Exhibit A – Originally Executed Contract, Scope of Work and Certificate of Liability Insurance

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY
OF BURLINGAME AND GARDEN GUIDANCE LLC TO PROVIDE
ARBORIST SERVICES IN THE AMOUNT OF \$98,800.00**

THIS AGREEMENT is by and between Ellyn Shea, Consulting Arborist and Horticulturist dba Garden Guidance LLC (“Consultant”) and the City of Burlingame, a public body of the State of California (“City”). Consultant and City agree:

1. **Services.** Consultant shall provide consulting arborist services for the City of Burlingame, as set forth in Exhibit A attached hereto and incorporated herein.

2. **Compensation.** Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform all of the Scope of Services herein required of Consultant for \$190.00 per hour, for a total not to exceed \$98,800.00, including all materials and other reimbursable amounts (“Maximum Compensation”). Consultant shall submit invoices on a monthly basis. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant’s signature.

3. **Term.** This Agreement commences on full execution hereof and terminates on April 1, 2024 unless otherwise extended or terminated pursuant to the provisions hereof. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Consultant’s control, other than delays caused by the City, shall be requested in writing to the City’s Contract Administrator prior to the expiration of the specified completion date.

4. **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of City. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the City.

5. **Insurance.** Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the City, the insurance coverages specified in Exhibit B, "City Insurance Requirements," attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to City.

6. **Indemnification.** Consultant shall indemnify, defend, and hold City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its

officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. **Termination and Abandonment.** This Agreement may be cancelled at any time by City for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that City may condition payment of such compensation upon Consultant's delivery to City of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant's cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant shall also have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to City.

8. **Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of City. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all City property in Consultant's control or possession immediately upon termination.

9. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the City. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

10. **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which

will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

11. **Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and the City Manager, and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. **Capacity of Parties.** Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

13. **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier ("Courier"), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine's acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. **Miscellaneous.** Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.

Capitalized terms refer to the definition provide with its first usage in the Agreement.

When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.

The terms “shall”, “will”, “must” and “agree” are mandatory. The term “may” is permissive.

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.

Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.

IN WITNESS WHEREOF, Consultant and City execute this Agreement.

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

CONSULTANT
GARDEN GUIDANCE LLC
2085 Hayes Street, Suite 10
San Francisco, CA 94117

By: Lisa K. Goldman

By: Ellyn Shea

Lisa Goldman
City Manager

Name: Ellyn Shea
Title: Consulting Arborist and Horticulturist

Date: 3/31/2023

3/31/2023
Date: _____

Attest: Meaghan Hassel-Shearer
Meaghan Hassel-Shearer
City Clerk

Federal ID Number: 041686397

Approved as to form:

Scott Spansail

Michael Guina
City Attorney

Attachments:

Exhibit A: Scope of Work

Exhibit B: Insurance Requirements

EXHIBIT A

SCOPE OF WORK

Scope of work to include:

1. Arborist plan review of and response to development applications submitted to the Planning and/or Building Divisions as required of the City of Burlingame.
2. Arborist communication with applicants as needed.
3. Arborist attendance at Planning Commission meetings as required.
4. Arborist site inspections as needed.

All work will be billed hourly at \$190.00 per hour. Billable time includes:

- Round trip travel to site as needed
- On-site time such as site visits, meetings, hearing attendance or as needed
- Project-related off-site time such as report writing, correspondence or as needed

Exhibit B

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance *Coverage shall be at least as broad as:*

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 04 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor and on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

GARDGUI-02

ZORASHA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

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 Assured Partners of CA Insurance Services, LLC dba: Wateridge Insurance Services 9655 Granite Ridge Drive, Ste 450 San Diego, CA 92123	CONTACT NAME: Suzanne McConnell PHONE (A/C, No, Ext): (858) 295-4846 FAX (A/C, No): (858) 295-4846 E-MAIL ADDRESS: suzanne.mcconnell@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Century Surety Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Garden Guidance LLC 2085 Hayes Street #10 San Francisco, CA 94117	NAIC # 36951	

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	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CCP1003750	8/17/2023	8/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CCP1003750	8/17/2023	8/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Legal Liab			CCP1003750	8/17/2023	8/17/2024	1,000,000
A	Professional Liabili			CCP1003750	8/17/2023	8/17/2024	1,000,000

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

The City, its officers, officials, employees, and volunteers are additional insureds as per attached forms with respects to General & Auto Liability. Coverage is Primary and Non-Contributory. Waiver of Subrogation as per attached forms.

CERTIFICATE HOLDER

CANCELLATION

CITY OF BURLINGAME 501 Primrose Road Burlingame, CA 94010	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.

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

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization Any person or organization as required by written contract with the Named Insured to be named as Additional Insured	Designated Project or Premises Various locations as per written contract with the Named Insured
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A. Section II – Who Is An Insured is amended to include as an additional insured, the person(s) or organization(s) shown in the Schedule, but only with respect to “bodily injury”, “property damage”, “personal and advertising injury” or “environmental damage” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the designated project or premises shown above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. The following shall not apply to and shall afford no coverage to additional insureds shown in the Schedule above:

1. Coverage **E** – Consultants’ Professional Liability; or
2. Coverage **F** – Scheduled Property Pollution Liability; or
3. Coverage **G** – Non-Owned Disposal Site Pollution Liability

C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or “environmental 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 designated project or premises 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.

D. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance and Deductibles:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

SCHEDULE

Designated Person or Organization: Any person or organization as required by written contract with the Named Insured to be named as Additional Insured	Designated Project or Premises: Various locations as per written contract with the Named Insured
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A. The following changes are made to Section **II** – Who is An Insured.

1. The designated person or organization shown in the Schedule above is included as an additional insured but only with respect to:
 - a. "Bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by "your work" at the designated project or premises shown in the Schedule above performed for that designated additional insured and included in the "products-completed operations hazard" under Section **I** – Coverages, Commercial General Liability Coverage **A** – Bodily Injury and Property Damage Liability; and Commercial General Liability Coverage **B** – Personal and Advertising Injury Liability.
 - b. "Bodily injury", "property damage" or "environmental damage" caused, in whole or in part, by your "covered operations" at the designated project or premises shown in the Schedule above, performed for that designated additional insured under Section **I** – Coverages, Coverage **D** – Contractors' Pollution Liability, if a Limit of Insurance is shown for Coverage **D** on the Declarations.
2. However:
 - a. The insurance afforded to such designated additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the designated additional insured is required by a contract or agreement, the insurance afforded to such designated additional insured will not be broader than that which you are required by the contract or agreement to provide for such designated additional insured.

B. With respect to the insurance afforded to the designated additional insureds, the following is added to Section **III** – Limits of Insurance and Deductibles:

If coverage provided to the designated additional insured is required by a contract or agreement, the most we will pay on behalf of the designated additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

C. The following shall not apply to and shall afford no coverage to designated additional insureds shown in the Schedule above:

1. Coverage **E** – Consultants' Professional Liability; or
2. Coverage **F** – Scheduled Property Pollution Liability; or
3. Coverage **G** – Non-Owned Disposal Site Pollution Liability.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – COMPLETED OPERATIONS
PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

SCHEDULE

Designated Additional Insured(s) Any person or organization as required by written contract with the Named Insured to be named as Additional Insured	Designated Project or Premises Various locations as per written contract with the Named Insured

A. The following changes are made to Section **II** – Who is An Insured.

- 1.** The designated additional insured shown in the Schedule above is included as an additional insured but only with respect to:
 - a.** “Bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by “your work” at the designated project or premises shown in the Schedule above, performed for that designated additional insured and included in the “products-completed operations hazard” under Section **I** – Coverages, Commercial General Liability Coverage **A** – Bodily Injury and Property Damage Liability and Coverage **B** – Personal and Advertising Injury Liability; and
 - b.** “Bodily injury”, “property damage” or “environmental damage” caused, in whole or in part, by your “covered operations” at the designated project or premises shown in the Schedule above, performed for that designated additional insured under Section **I** – Coverages, Coverage **D** – Contractors’ Pollution Liability if a Limit of Insurance is shown for Coverage **D** on the Declarations.
- 2.** However:
 - a.** The insurance afforded to such designated additional insured only applies to the extent permitted by law; and
 - b.** If coverage provided to the designated additional insured is required by a contract or agreement, the insurance afforded to such designated additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. Under Section **I** – Coverages, Commercial General Liability Coverage **A** – Bodily Injury and Property Damage Liability and Commercial General Liability Coverage **B** – Personal and Advertising Injury Liability, the insurance provided for the benefit of the above designated additional insured shall be primary and non-contributory, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- 1.** Your acts or omissions; or
- 2.** The acts or omissions of those acting on your behalf;

performed for the above designated additional insured at the above designated project or premises and included in the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY**

SCHEDULE

Designated Person or Organization: Any person or organization as required by written contract to be provided
Waiver of Transfer of Rights of Recovery against Others

In consideration of the premium paid, it is hereby agreed that the condition, Transfer Of Rights Of Recovery Against Others To Us, in Section **IV** – Conditions, is amended by the addition of the following:

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 an 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.

All other terms and conditions of this policy remain unchanged.