

PROJECT ADDENDUM NO. 2121.1
TO
Master Agreement For Architectural Services For Measure B Bond Projects

This Project Addendum No. 2121.1 to Agreement for Architectural Services (“**Addendum**”) is made as of August 28, 2024 and forms a part of the Agreement for Architectural Services between **Alameda Unified School District**, a California public school district (“**District**”) and **Quattrocchi Kwok Architects, Inc.** (“**Architect**”) (collectively “**Parties**”) dated on or about **August 9, 2022** (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

Alameda High School Kofman Auditorium Upgrades
Additional Services – Lighting Package

The scope of work may include, but is not limited to the following, plus the following assumptions:

The Shalleck Collaborative will be adding full specification service and Construction administration services for a Production Lighting FF&E equipment package to procure both as part of the base scope as well as a post contract procurement package. See attached proposal for additional details.

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement shall remain in full force and effect.

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect’s firm shall be associated with the Project in the following capacities:

Principal in Charge: Mark Quattrocchi
Project Manager: Joel Williams

- 3.2.1. The Architect agrees to contract for or employ at Architect’s expense, the following Consultant(s) to be associated with the Project in the following capacities:

The Shalleck Collaborative – Jedd du Lucia
O’Mahony & Myer Electrical Engineers – Pieter Colenbrander
ZFA Structural Engineers – Chris Warner
Cost Estimator – TBD Consulting Cost Estimator

- 3.2.2. The Architect agrees to contract for or employ as Extra Services, the following Consultant(s) to be associated with the Project in the following capacities:
N/A

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the Project.

- 3.4. The Architect shall not change any of the key personnel or Consultants listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in **Exhibit "A,"** to this Agreement so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C"** to this Agreement. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement, and subject to the terms of this Agreement, an amount equal to the following ("Fee"):
- 6.2. Fee will be based on the OPSC Fee schedule, plus applicable Extra Service consultants. Fee will be adjusted at the end of each phase based on District approved Construction Cost Budget. All fees are based on the stated percentage of "total construction costs" for the project and the said compensation applies to work let under a single construction contract. "Total construction costs" for purposes of this paragraph shall mean the total amount of money derived by adding the contractor's bid for the project, or Guaranteed Maximum Price (GMP) exclusive of Construction Contingencies under Lease-Leaseback, accepted by District and any Additive Bid Alternates (whether awarded or not), and Change Orders agreed to by District and the contractor (deductive Change Orders and deductive Bid Alternatives shall not reduce "total construction costs" for purposes of this paragraph).

Original Fee	\$468,000
Reimbursables (NTE)	\$5,000
Subtotal	\$473,000
Revised Fee	\$17,325
New Revised Fee	\$490,325

- 6.3. Each portion of the project let separately on a segregated bid basis shall be considered a separate project for purposes of determining the fee.
- 6.4. Fee is exclusive of reimbursable expenses as defined in **Exhibit B** of the Master Agreement.
- 6.5. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.6. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.7. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error.
- 6.8. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.9. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

Exhibit "A," Section 9 (MEETINGS / SITE VISITS / WORKSHOP)

Per Master Agreement

Exhibit "B," Section 13 (CRITERIA AND BILLING FOR EXTRA SERVICES)

All rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services, unless agreed to in writing by the Parties and approved by the District's Board.


Exhibit "C" (SCHEDULE OF WORK)

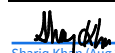
Add the following to indicate the schedule for Architect's performance of the Project:

Phase	Date to be Completed OR Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
For Schematic Design Phase:	April 2023
For Design Development Phase:	November 2023
For Construction Documents Phase:	November 2024
For Bidding Phase:	April 2024
For Construction Administration Phase:	November 2023
For Close Out:	TBD

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

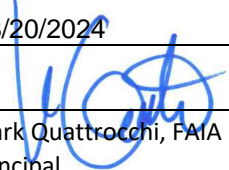
Alameda Unified School District

Date: 08/20/2024
Signature: 
Print Name: Monty Patterson
Print Title: Senior Director of Construction

Date: 08/20/2024
Signature: 
Shariq Khan (Aug 20, 2024 15:06 PDT)
Print Name: Shariq Khan
Print Title: Assistant Superintendent, Business Services

Date: _____
Signature: _____
Print Name: Jennifer Williams
Print Title: Board President

Quattrocchi Kwok Architects, Inc.

Date: 8/20/2024
Signature: 
Print Name: Mark Quattrocchi, FAIA
Print Title: Principal



QUATTROCCHI KWOK
ARCHITECTS

August 19, 2023

Monty Patterson, Director of Construction
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

RE: Alameda High School Kofman Auditorium Minor Stage Upgrades
Additional Services
Project No.: 2121.00

Dear Monty,

I am writing to provide this fee increase letter for Additional Services requested by the District for a stage lighting package. Based on email instructions, the work for this has commenced.

SCOPE OF SERVICES

The design team was asked to provide specifications and bidding packages for Production Lighting FF&E systems. The Shalleck Collaborative will be adding full specification service and Construction administration services for a FF&E package to procure both as part of the base scope as well as a post-contract procurement package.

- Additions to Current Scope:
 - Addition of a Production Lighting FF&E equipment package to be added into base systems scope and documentation deliverable and timeline.
 - Selection of fixtures to be used in stage lighting design and equipment packages.
 - Provide documentation sufficient for bidding of fixtures.
 - Inspect fixtures installation
 - Direct contractor "focus" of fixtures.
 - Oversee/review basic cue programming.
- Procurement Packages
 - Preparation bidding documents in PDF format and in sections listed below for FF&E equipment packages to be procured outside/after the base contract, or to be added to the existing construction contract as a change order.
 - (1) draft version and (1) final version. Documents to include
 - Fixtures and accessories specifications
 - Fixture and accessories inventory

MAIN:

636 Fifth Street, Santa Rosa, CA 95404

EAST BAY:

55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829

A California Corporation

www.qka.com

- Lighting plot
- Associated lighting plot paperwork: Instrument and Channel Schedules.

Documentation will include some aspects of delegated design/ means and methods for contractor, based upon specified criteria, including fixtures cabling calculations, channel assignment and programming of basic cues for day-one turnkey.

- Review of bids for accuracy.
- Revisions of bid documents for re-bidding if actual equipment bidding costs, not including markups or additional costs for general conditions or other factors beyond those in the bidding documents [-] are more than the *escalated* allocated budgets.
- Review of (1) preliminary and (1) revised submittal of each of the sections specified.
- Field direction of fixture focus and programming.
- Inspection of completed work.

Equipment to be Specified – Post contract procurement.

Stage Equipment (Core Scope)

- Production Lighting Fixtures and Accessories (Section 116184)
 - Main Auditorium (District's Maximum Construction Budget = \$200,000.00 – Exclusive of "soft costs".)

Maximum budgets assumed: This proposal assumes a level of sophistication of the production systems within the maximum budgets as assumed from a typical California High School project budget. Should the systems increase in scope, fees will be adjusted accordingly.

Related Services Limits

The Shalleck Collaborative will not be installing any equipment. If lighting design services are accepted, they will be on site to direct limited aspects of the installation by the contractors selected to provide the equipment.

Project Documentation and Deliverables

Production Systems Documentation: The design team will provide documentation of the systems to be added to the base scope concurrent with those deliverables and will provide one preliminary and one final set of documents for the systems listed above. Deliverables will include drawings and specifications that shall fix and describe the systems within our field of responsibility, sufficient to reach consensus with the Owner and to be used for bidding.

Review: The Shalleck Collaborative will provide a thorough review of one preliminary set and the final submittals for each equipment package. Recommendations will be provided in a written report and/or marked-up drawings.

Meeting and Visits:

The Shalleck Collaborative will include the following (2) personnel day visits for meetings and inspections to complete this work:

CA Service and Inspection

- One (1) partial day visit for personnel to inspect complete delivery/assembly of equipment.
- One (1) additional day if lighting design services are taken.

Additional trips, as required, will be billed as an additional service if authorized in writing. Return trips for back-check of incomplete work are not included in this proposal. Specifications will note that all equipment must be assembled and ready for inspection and written notice must be sent prior to inspection. Contractor will be required to have personnel onsite during the inspection. The stage must be clear and available for use for a 4-hour period for inspection.

COMPENSATION

QKA proposes to provide the services for a Fixed Fee of \$17,325. QKA is waiving it's fee for these services. When added to the original design fee under Project Addendum 2121 of \$468,000, our revised total fee becomes \$485,325. This fee increase does not alter the previously approved allowance for reimbursable expenses.

SCHEDULE

This proposal assumes the following schedule:

- | | |
|--|---|
| ▪ Design -Base systems additions | Concurrent with Base Design |
| ▪ Design – Additional procurement | During construction phase |
| ▪ Bidding | Mid-way through base project construction |
| ▪ Construction Administration | Post bidding to 2 months after base construction. |

Should this schedule be extended due to causes other than our own, our fees will be equitably adjusted.

Thank you for the opportunity to provide this proposal. Please let me know if you have any questions. If this proposal is deemed acceptable, we look forward to receiving a completed Project Addendum for my signature.

Sincerely,



Mark Quattrocchi, FAIA

cc: James Tu

Project: Alameda High School – Kofman Auditorium
FF&E procurement documents

Date: July 16, 2024

To: Mark Quattrocchi, Principal
Bryan Chubb, Assoc AIA
Quattrocchi Kwok Architects

From: Jedd de Lucia, ASTC, Principal
Mitchell Cramond
The Shalleck Collaborative

Re: FF&E Additional Documentation and Procurement
Theatre Consulting Services

Via: e-mail

Fax:

Tel:

of pgs. 4
including cover:

Dear Mark,

Following up on our recent exchanges, we were asked to provide specifications and bidding packages for Production Lighting FF&E systems. We'll be adding full specification service and Construction administration services for a FF&E package to be procure both as part of the base scope as well as a post-contract procurement package.

As part of our base contract services under our existing scope, we considered and developed FF&E packages as part of the project planning, establishing budget allowances and allocating storage and accommodations for the equipment. This proposal is based upon that work and the budget allowances (with escalation factors applied), established during the design phases.

Scope of Services

- Additions to Current Scope:
 - Addition of a Production Lighting FF&E equipment package to be added into base systems scope and documentation deliverable and timeline.
 - Selection of fixtures to be used in stage lighting design and equipment packages.
 - Provide documentation sufficient for bidding of fixtures.
 - Inspect fixtures installation
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 - (1) draft version and (1) final version.
 - Documents to include
 - Fixtures and accessories specifications
 - Fixture and accessories inventory
 - Lighting plot
 - Associated lighting plot paperwork: Instrument and Channel Schedules.

Documentation will include some aspects of delegated design/means+methods for contractor, based upon specified criteria, including: fixtures cabling calculations, channel assignment and programing of basic cues for day-1 turnkey.

- Review of bids for accuracy.
- Revisions of bid documents for re-bidding if actual equipment bidding costs, not including markups or additional costs for general conditions or other factors beyond those in the bidding documents [-] are more than the *escalated* allocated budgets.
- Review of (1) preliminary and (1) revised submittal of each of the sections specified.
- Field direction of fixture focus and programing
- Inspection of completed work.

Equipment to be Specified – Post contract procurement

Stage Equipment (Core Scope)

- Production Lighting Fixtures and Accessories (Section 116184)
 - Main Auditorium (Maximum Budget = \$200,000.00)

Maximum budgets assumed: This proposal assumes a level of sophistication of the production systems within the maximum budgets as assumed from a typical CA High School project budget. Should the systems increase in scope, our fees will be equitably adjusted.

Related Services Limits

For the purposes of this proposal, it is assumed that all necessary engineering work, professional evaluation, stamping and permitting has been done with the initial construction phase of the project.

Service limits shall be as set forth in prior proposals and agreements, in addition to limits below.

The SC will not be providing procurement or administrative services, or authoring Div 0 or 1, or any general or non-production systems specifications within this scope of work.

The SC will not be installing any equipment. If lighting design services are accepted, we will be on site to direct limited aspects of the installation by the contractors selected to provide the equipment.

Project Documentation and Deliverables

Production Systems Documentation: We will provide documentation of the systems to be added to the base scope concurrent with those deliverables. We will provide one preliminary and one final set of documents for the systems listed above. Deliverables will include drawings and specifications that shall fix and describe the systems within our field of responsibility, sufficient to reach consensus with the Owner and to be used for bidding.

Review: We will provide a thorough review of one preliminary set and the final submittals for each equipment package. Recommendations will be provided in a written report and/or marked-up drawings. The Owner will provide .pdf sets for our review.

Meeting and Visits:

We will include the following (2) personnel day visits for meetings and inspections to complete this work:

CA Service and Inspection

- One (1) partial day visit for personnel to inspect complete delivery/assembly of equipment.
- One (1) additional day if lighting design services are taken.

Additional trips, as required, will be billed as an additional service if authorized in writing. Return trips for back-check of incomplete work are not included in this proposal. Specifications will note that all equipment must be assembled and ready for inspection and written notice must be sent prior to inspection. Contractor will be required to have personnel onsite during the inspection. The stage must be clear and available for use for a 4 hour period for inspection.

Project Schedule

This proposal assumes the following schedule:

- | | |
|--|---|
| ▪ Design -Base systems additions | Concurrent with Base Design |
| ▪ Design – Additional procurement | During construction phase |
| ▪ Bidding | Mid-way through base project construction |
| ▪ Construction Administration | Post bidding to 2 months after base construction. |

Should this schedule be extended due to causes other than our own, our fees will be equitably adjusted.

Fees

Compensation for the services outlined herein will be billed on a fixed fee plus reimbursable expenses basis. Fees will be as follows. Expenses are not included in the fees listed below.

Design and Documentation	\$8,000.00
Bidding	\$500.00
Construction Administration	\$2,500.00
<u>Installations review, focus and programming oversight</u>	<u>\$5,500.00</u>
Total	\$16,500.00
Expenses allocation (if lump sum)	\$500.00

Rates

The Shalleck Collaborative's hourly rates for 2024 are as follows:

Employee	Rate
• Principal	\$235-325
• Project Manager and Systems Designer	\$195
• Draftsperson	\$150

Reimbursable Expenses

Reimbursable expenses shall be billed as provided in the terms of our established contract for the project and shall be submitted and billed as directed or shall be billed as a lump sum increase to our fees of \$500 to cover all costs of meals, parking and related travel to the job site. If any other reimbursable expenses, such as increase or regional travel or required specialty equipment becomes necessary, such expenses will only be billed after receiving written authorization of the specialty expense.

Other Terms and Conditions

All other terms and conditions shall be per our revised proposal, dated February 2, 2023, and original agreement dates September 16, 2022 and signed by Mark Quattrocchi of Quattrocchi Kwok Architects on October 14, 2022.

Authorization

If this proposal is accepted, please return one originally signed copy or forward an agreement of your making for our review and signature. If work is to begin prior to the execution of a contract, we will require a written authorization to proceed and letter of intent that references this proposal. Should an agreement not be reached for any reason after authorization to proceed is issued, all fees and expenses provided through the date of such resolution shall be paid to The SC.

We look forward to continuing our work with you.

Sincerely,



Jedd de Lucia, ASTC
Principal, The Shalleck Collaborative, Inc.

Agreed:

Name, Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 800 Edgewood Place Windsor CA 95492-9207	CONTACT NAME: Nancy Reseigh PHONE (A/C, No, Ext): 925-298-9226 FAX (A/C, No): 925-299-0328 E-MAIL ADDRESS:
INSURED Quattrocchi & Kwok Architects, Inc. 636 Fifth Street Santa Rosa CA 95404	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America INSURER B: Security National Insurance Company INSURER C: The Travelers Indemnity Company of CT INSURER D: INSURER E: INSURER F:

License#: 0D69293
QUAT&KW-01**COVERAGES** **CERTIFICATE NUMBER:** 1274028503 **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 checked="" type="checkbox"/> LOC OTHER:			6800J8414122447	5/13/2024	5/13/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY <input 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			BA7R8031482447G	5/13/2024	5/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll deductible \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP8B5969372447	5/13/2024	5/13/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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 <input type="checkbox"/>	N / A	SWC1492896	5/1/2024	5/1/2025	<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)
RE: Specific School District

CERTIFICATE HOLDER**CANCELLATION**Alameda Unified School District
2060 Challenger Drive
Alameda CA 94501
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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.