SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND SMITHGROUP, INC.

THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of November 1, 2025 by and between THE CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and SmithGroup, Inc. ("Consultant"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

A. On January 24, 2018, City and Consultant entered that certain Consulting Services Agreement ("Agreement") whereby Consultant agreed to Program and Construction Management Services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A to Attachment 1.

B. On October 12, 2022, City and Consultant agreed to the First Amendment whereby the term was extended, and total compensation was adjusted. A true and correct copy of the First Amendment and its exhibits is attached as Attachment 1.

C. City and Consultant now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Consultant hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.

2. Section 1: Term. The June 30, 2026 end date for the term of services identified in the First Amendment is hereby replaced with December 31, 2028.

3. Section 2: Compensation. Section 2 of the Agreement shall be amended by the amount of $396,000.00 such that the City agrees to pay Consultant a sum not to exceed totaling $24,752,000.00, with the understanding that up to $21,506,029.26 has already been paid to Consultant as of October 16, 2025.

Original Contract Amount:	$20,219,000.00
Amendment #1:	$ 4,137,000.00
Amendment #2:	$ 396,000.00
Total Contract Amount:	$24,752,000.00

Consultant agrees this is the City's total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

4. Scope of Services. The Scope of services as identified in Agreement remain unchanged as part of this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[*SIGNATURES ON THE FOLLOWING PAGE*]

Dated: ______________________________________

CITY OF SOUTH SAN FRANCISCO	CONSULTANT
By: ____________________________	By: ______________________________
Sharon Ranals, City Manager	Roxanne Malek, President

Attest:

____
City Clerk

Approved as to Form:

By: ______________________
City Attorney

Attachment 1

DS
OG

CONTRACT/AGREEMENT APPROVAL FORM

Date:	11/3/22
Name of Contract/Agreement	SmithGroup Amendment #1
Originating Department/Responsible Person, ext.	Capital Projects / Jacob Gilchrist
Vendor	SmithGroup
Routing Instructions:	DocuSign

TYPE OF CONTRACT: Professional Services

Amendment — Additional Services and Funds

Have there been any changes to the Contract Template? ◉ No ○ Yes

CONTRACT AMOUNTS: Specified Amount(s) indicated below

	DATE	AMOUNT		DATE	AMOUNT
Original	1/24/18	20,219,000.00	3rd Amendment		
1st Amendment	10/12/22	4,137,000.00	4th Amendment		
2nd Amendment			TOTAL		**24,356,000.00**

APPROVAL AUTHORITY: **Council**

INSURANCE REQUIREMENTS:

Waivers requested ◉ No ○ Yes (If Yes, Route to Risk Manager for signature first)

BUDGETARY: ■ Included in Budget (Simpler report attached showing amounts)

Amount	Project String	Accounting String
24,356,000.00	pf1707-110-600	510-99999-5999

ATTACHMENTS:

- ■ Agreement and all Exhibits
- ■ Resolution (all contracts over $150k)
- ☐ SIR Questionnaire
- ■ Certificate of Insurance, naming City of South San Francisco as an Additional Insured

DEPARTMENT HEAD ACKNOWLEDGEMENT: DocuSigned by: [signature] 6F2D2226894D497...

The contract, amendments, exhibits, insurance requirements/waivers and attachments have been reviewed and included.

RISK MANAGER APPROVAL OF INSURANCE WAIVER: ____________________

CITY ATTORNEY APPROVAL OF ENTIRE AGREEMENT: DocuSigned by: Alexandra Wolf 4BB0B505FE9C45B...

Comments: ____________________

- ☐ Approval of Agreement
- ☐ Approval of Insurance
- ☐ Add Agreement to Contract Tracker

ASSISTANT CITY MANAGER'S APPROVAL: ____________________

(Only if amount is over $25,000)

FINAL APPROVAL: DocuSigned by: Mike Futrell 6852134787CA4DB...

City Manager on behalf of Council

CITY CLERK:

- ■ Please attest, keep a copy for your files, and return to Originating Department
- ■ Please upload to Laserfiche and return to Originating Department

COPY SENT TO VENDOR: ________ ____________________

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND SMITHGROUP, INC.

THIS FIRST AMENDMENT to the Consulting Services agreement is made at South San Francisco, California, as of October 12, 2022, by and between the CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and SMITHGROUP Inc. ("Consultant"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

A. On January 24, 2018, City and Consultant entered that certain Consulting Services Agreement ("Agreement") whereby Consultant agreed to Architectural Design Services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. City and Consultant now desire to further amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Consultant hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.

2. Section 1: Term. The December 31, 2022, end date for the term of services identified in original Consultant Agreement is hereby replaced with June 30, 2026.

3. Section 2: Compensation. Section 2 of the Agreement shall be amended by the amount of $4,137,000 such that the City agrees to pay Consultant a sum not to exceed totaling $24,356,000.00, with the understanding that up to $19,740,991 has already been paid to Consultant as of August 31, 2022.

Original Contract Amount:	$20,219,000
Amendment #1:	
Phase I & II (Police & LPR)	
- Construction Administration & Close-Out	$587,000
- Additional Services (Contingency):	$ 50,000
Phase III (Fire Station #3)	
- Design Services:	$ 3,400,000
- Additional Services (Contingency)	$ 100,000
Total Contract Amount:	**$24,356,000**

Consultant agrees that this is the City's total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

4. Scope of Services. The Scope of services as identified in Agreement remain unchanged as part of this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[*SIGNATURES ON THE FOLLOWING PAGE*]

Dated: ________________________________

CITY OF SOUTH SAN FRANCISCO

By: DocuSigned by: Mike Futrell 6852134787CA4DB...

Mike Futrell
City Manager

CONSULTANT

By: DE13CE0E8A1F4C2 Roxanne Malek DocuSigned By: Roxanne Malek

Roxanne Malek, President

Approved as to Form:

By: DocuSigned by: Alexandra Wolf 4BB0B505FE9C45B...

City Attorney

Attested:

By: DocuSigned by: Rosa Govea Acosta 5908B15FF63F418...

City Clerk

DS

EXHIBIT A

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND SMITHGROUPJJR INC, ARCHITECTS

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and SmithGroupJJR Inc., a Michigan Corporation ("Consultant") (together sometimes referred to as the "Parties") as of January 24, 2018 (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2022, the date of completion specified in Exhibit B, the Performance Schedule, and Consultant shall complete the work described in Exhibit A and Exhibit B, on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Eighteen Million, One Hundred Nine Thousand Dollars and No/100 ($18,109,000) for those basic services described in the Scope of Work and satisfactorily performed under this Agreement. City hereby further agrees to pay Consultant a total sum not to exceed Twenty Million, Two Hundred Nineteen Thousand dollars ($20,219,000.00) notwithstanding any contrary indications that may be contained in Consultant's Scope of Work, for all services satisfactorily performed, approved reimbursable costs incurred, and any approved additional services, as further set forth in this Agreement. City agrees to pay Consultant for those additional services, as directed by the City, and only undertaken following prior written authorization by the City. The additional services and the maximum compensation for those additional services shall not exceed One Million, Five Hundred Seventy-five Thousand Dollars and No/100 ($1,575,000) for additional design outreach and other optional services as requested or directed by the City.

City shall pay Consultant according to the cost categories and prices described in the Compensation Schedule, attached hereto and incorporated herein as Exhibit C for each deliverable contained in the Basic Services. In the event of a conflict between this Agreement and Consultant's Scope of Work, attached as Exhibit A, Consultant's performance schedule, attached as Exhibit B, or Consultant's Compensation Schedule, attached as Exhibit C, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. Consultant shall submit all invoices to City in the manner specified herein. Any expenses incurred in the performance of this Agreement shall be the sole responsibility of the Consultant.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

Consultant shall be responsible for directing the work of its employees and subconsultants and for any compensation due to subconsultants. City assumes no responsibility whatsoever concerning such compensation.

Consultant shall change or add subconsultants only with the prior written approval of the City's Contract Administrator.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the percentage of those basic and additional services deliverables performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion of each task or deliverable contained in the Basic Services and identified in the cost categories described in the Compensation Schedule, attached as Exhibit C, and requesting payment in an amount proportional to the percentage complete for each task or deliverable;
- The amount and purpose of actual expenditures for which reimbursement is sought shall be reviewed by the City's designated Program Manager, and approve the percentage of tasks completed prior to submitting to City for payment to Consultant; and
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on percentage of services completed, and based on invoices received consistent with Section 2.1, for services satisfactorily performed, for authorized reimbursable costs incurred, and any authorized additional services (if any). City shall have five (5) days from the receipt of an invoice to provide notice to the Consultant if the invoice fails to comply with the requirements of Section 2.1, and specifically identify which requirements of Section 2.1 are not in compliance. The Consultant shall promptly remedy such non-compliance. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and activities performed during the invoice period for which Consultant expects to receive payment.

2.3 **Final Payment.** City shall pay the remaining five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** In the event of a written request by City to Consultant to perform additional services, as set forth in Exhibit A, compensation to Consultant shall be determined as follows:

a. City's Program Manager shall provide a written description of the work to be performed;
b. Consultant shall provide a written price proposal for the work, including forecasted labor hours for each individual working on the job, total cost, and schedule of performance;
c. City's Program Manager and Consultant shall agree upon a lump sum compensation for the Additional Services;
d. Following agreement on method of compensation and schedule of performance, City shall provide written acceptance of the proposal.
e. No Additional Service shall be performed without prior written authorization by City.

Fees for additional work performed by Consultant on an hourly basis shall not exceed the amounts shown on the Consultant's Hourly Billing Schedule, attached hereto and incorporated herein as Exhibit C-1.

2.6 **Reimbursable Expenses.** The following constitute reimbursable expenses authorized by this Agreement include mileage, parking, tolls, printing, out of area travel, conference calls, postage, express mail, and delivery. Total reimbursable expenses under this Agreement shall not exceed Five Hundred Thirty-five Thousand dollars ($535,000). Expenses not listed above are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under Section 2 of this Agreement that shall not be exceeded. Each request for compensation of a reimbursable item must be accompanied by actual receipts or other form of documentation, as approved by City, showing proof of expenditures. Reimbursable costs shall be reimbursed at cost with no added mark-ups.

2.7 **Payment of Taxes; Tax Withholding.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit D. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 **False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand ($5,000) to ten thousand dollars ($10,000) per violation.

2.11 **Prevailing Wage.** Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars ($200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

a. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

b. Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776."

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 **Professional Liability Insurance.**

4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than FIVE MILLION DOLLARS ($5,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000) per claim.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy

4.4 **All Policies Requirements.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, or Certificates of Insurance, including complete copies of all endorsements attached to those policies. The Consultant reserves its right to redact any confidential or proprietary information contained, therein. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 **Additional insured; primary insurance.** City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to insurances required pursuant to Section 4.2, of this Agreement including the City's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.5 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles for the insurances required pursuant to Section 4.2, of this Agreement, before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy, for the insurances required pursuant to Section 4.2, of this Agreement, includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 **Wasting Policy.** No insurance policy required by Section 4.2 shall include a "wasting" policy limit.

4.4.8 **Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** To the fullest extent permitted by law, Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), to the extent caused, directly or indirectly, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

5.1 **Insurance Not in Place of Indemnity**. Acceptance by City 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 to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 **PERS Liability.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 **Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1 for an additional sixty (60) days. Any such extension shall require Consultant to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City extends the end date of this Agreement arising solely from the Consultant's errors or omissions City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, to the extent arising solely from the Consultant's errors or omissions City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to subcontractors with prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any reasonable time during regular business hours, upon written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

9.4 **Records Submitted in Response to an Invitation to Bid or Request for Proposals**. All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Marian Lee, Assistant City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee. City has designated Kitchell CEM as their contractor administrator for this Agreement.

10.10 **Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant
Juhee Cho, Principal In Charge
Juhee.cho@smithgroupjjr.com
Smith Group JJR Inc.
301 Battery Street, 7th Floor
San Francisco, CA 94111

With additional copies to:

SmithGroup Companies, Inc.
500 Griswold Street, Suite 1700
Detroit, MI 48226
Attention: Bart Stasa, PE, Esq.
Bart.Stasa@smithgroupjjr.com

City
Marian Lee, Assistant City Manager
City of San Francisco, City Hall
400 Grand Avenue, 2nd Floor
South San Francisco, CA 94080

City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

Program Manager
Kitchell CEM
Attention: Dolores Montenegro
1180 Coleman Avenue, Suite 202
San Jose, CA 95112

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, C-1, and D represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

Exhibit A	Scope of Work
Exhibit B	Schedule of Performance
Exhibit C	Compensation Schedule
Exhibit C-1	Billing Rate Schedule
Exhibit D	Form 590

10.13 **Counterparts.** This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

10.14 **Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

10.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO

____
City Manager

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CONSULTANT – SMITH GROUP JJR INC.

____
Juhee Cho, Principal In Charge

EXHIBIT A

SCOPE OF WORK

Table of Articles:

1.0 GENERAL

CONSULTANT (ARCHITECT) shall provide architectural design services for the construction of the proposed new Community Civic Campus comprised of three (3) separate buildings, associated site work, including a site plan layout, as reflected in CITY's Request for Proposals dated August 21, 2017. Incorporated by herein by reference, and as may be modified by this Scope of Work or authorized in writing by CITY. The new Community Civic Campus (hereinafter "PROJECT") includes the following:

a. An approximate 87,000-92,000 square foot Library and Recreation Center with an anticipated variety of uses located on an approximate 7.9-acre site located at the northeast corner of El Camino and Chestnut Avenue. Specific Programming and Features identified in Program developed by Group 4 Architects, dated February 2017, incorporated herein by reference and as modified by the City to exclude design services for pre-school, HR, and City Clerk.

b. An approximate 44,000-49,000 square foot new Police Station located at the northeast corner of Chestnut and Antoinette. This building would include police administration, operations, investigations and support services, emergency dispatch (911), as well as an IT office. The design of the new Police Station building shall include the following features:

1. SSFPD features include:

   Approximately 30,000 SF of the facility is dedicated to law enforcement functions. Divisions include:

   - Office of the Police Chief;
   - Operations Division including Beat and Bike Patrol, Community Relations, K-9 Unit, Investigations, Neighborhood Response Team, SWAT, Task Force (Gang, Vehicle theft and Drug), and the Traffic Unit;
   - Administrative Services Division include Business Office, Records, SSF Communications Center, Property and Evidence Processing and Storage, Professional Standards, Community Outreach Programs (NEAT etc.), and other supporting positions;
   - Additional function Spaces including Shooting Range, Armory, Holding and Vehicle Evidence Processing.

2. SSF IT include:

   Approximately 7,500 SF of the facility is dedicated to IT functions. Functions include:

   - Data Rooms including secure CLETS Room and Dispatch Equipment Room;
   - IT work areas.

3. Joint Facilities include:

   Approximately 10,000 – 12,000 SF of the facility is for shared spaces and building support areas. Joint facilities include:

- Conference rooms
- Training room
- Break rooms
- Fitness room
- Lobby and public restrooms
- Men's and women's staff toilets
- All Infrastructure support areas including vertical circulation, mechanical equipment rooms, electrical rooms, etc.

4. Site Functions
   - Parking: Patrol vehicles and specialized support units (SWAT, Etc.) are planned to be housed in below grade parking. Personal vehicles and un-marked SSFPD vehicles will be parked at adjacent surface parking areas. The patrol vehicles require two means of exit from the site.
   - K-9 kennels will be included in this location.

5. On-site Improvements:
   Anticipated on-site improvements include secure and non-secure vehicle parking, concrete paving, loading dock, fueling, landscaping, utility service, security fencing, emergency generator, flagpole, sidewalks, site lighting and other related elements.

6. Off-site Improvements:
   The site layout and related off-site improvements scope will be designed as part of the project. Anticipated off-site improvements would include utilities to serve the new site, sidewalk replacement, new aprons, traffic signal control and utility relocation, as needed.

c. An approximate 7,250 – 10,000 square foot new Fire Station, at grade facility built within the footprint of the existing Municipal Services Building (MSB) site, to replace the existing fire station located at southeast corner of Arroyo and Camaritas.

   Building Improvements:
   Approximately 7,250 – 10,000 square feet with three apparatus bays and living accommodations for 6 on-duty personnel. Apparatus support spaces include fitness, equipment storage, shop, turnout storage; laundry facilities, office/work areas and medical clean up. A meeting space is highly desired.

   On-site Improvements:
   Anticipated on-site improvements include demolition of existing structures, both secure and non-secure vehicle parking, concrete and asphalt paving, landscaping, utility service, security fencing, flagpole, sidewalks, site lighting and other related elements.

   Off-site Improvements:
   Off-site improvements anticipated include the minor roadway modifications, new aprons, traffic signal control refinements and utilities to serve the new facility.

ARCHITECT shall develop and prepare a Guidance Document (GD) that covers all accessibility standards and requirements expected in the design of each Project.

ARCHITECT shall review for compliance and conformance to all applicable codes and the following building codes and/or standards:

- 2016 California Building Code
- 2018 International Building Code
- 2016 Green Building Code

- 2016 California Energy Code
- Title 24 of California Code of Regulations
- 2010 ADA Standards for Accessible Design

ARCHITECT shall provide Interactive Visioning services aimed at determining scope for exhibit design including: 2 – 3-hour visioning workshops with City staff, on the same day, 1 – 3-hour workshop with the public, and a summary of key findings on Experiential and Interactive Visioning.

1.1 The performance of all services by ARCHITECT shall be to the reasonable satisfaction of the CITY, in accordance with the express terms hereof, including but not limited to the terms set out in detail in the Scope of Services provisions and the standard of care contained therein.

1.2 All of the services to be furnished by the ARCHITECT under this AGREEMENT from the inception of the AGREEMENT until termination of the AGREEMENT shall meet the professional standard and quality, which prevail among licensed architects of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances. All documentation prepared by ARCHITECT shall provide for a completed PROJECT that conforms to all applicable codes, rules, regulations and guidelines, which are expected to be in force at the time such Project is built.

1.3 ARCHITECT shall coordinate with the CITY as the designated manager of this Scope of Services and CITY's separate consultants and contractors as needed or as directed by CITY or CITY's designated PROGRAM MANAGER.

1.4 All meetings to coordinate the preparation and review of all Design Documents shall be documented by ARCHITECT. Copies of such documentation shall be provided to the CITY within seven (7) days of each meeting, and as directed by the CITY, to other appropriate agencies and entities. All responses to comments shall be coordinated through the CITY. ARCHITECT shall make design changes and/or take direction based on either (1) distributed written ARCHITECT/CITY meeting notes, upon which CITY shall have an opportunity to comment and correct, prior to ARCHITECT taking action based on such meeting notes, or (2) based on direct written authorization from the CITY.

CITY shall provide direction of the design process to the ARCHITECT. The ARCHITECT shall be directed to prepare all design documents necessary for development of the Measure W – Community Civic Campus. General direction to the ARCHITECT shall be to prepare all Design Documents in a manner consistent in design, utility; quality of the final approved Program Plan ("Program"), and achieve a LEED rating or other sustainability standard, as established and/or as determined by CITY.

The CITY shall approve in writing the following documents that shall also include Life Cycle Cost Analysis and Cost Estimates as described in the deliverables for each phase:

(1) Conceptual Design/Campus Master Plan;
(2) Space Programming all buildings;
(3) 50% and 100% Schematic Design for all buildings;
(4) 50% Design Development Documents;
(5) 100% Design Development Documents;
(6) 50% Construction Documents;
(7) 90% Construction Documents; and
(8) Bid Ready Construction Documents.

Community Outreach

As part of Measure W, ARCHITECT shall work with the CITY to develop a detailed stakeholder engagement structure. This structure will identify various levels of engagement needed across the community and the associated outreach strategies for each level. Stakeholder engagement strategy shall include the following:

Project Team

The project team includes the core team of design consultants and primary client group representatives. Engagement will be led by ARCHICTECT and City's PROGRAM MANAGER, and includes a minimum bi-weekly 1-hour call.

Public Design Charrettes

ARCHITECT shall conduct two (2) Community Outreach Meetings. Each will be structured to communicate project specifics and gather appropriate community input, as directed by the CITY.

ARCHITECT shall attend, present, and request feedback during two (2) primary decision points with City Council. One presentation shall be to review and obtain approval of Master Plan and Schematic Design. The second presentation shall be to review and obtain approval of final design.

Boards & Commissions Focus Groups

ARCHITECT shall attend and present to each of the following, as identified on the design schedule schedule:

- Cultural Arts Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Bicycle and Pedestrian Advisory Commission
- Measure W Council Subcommittee
- Citizens Oversight Committee
- Design Review Board

2.0 PROJECT ADMINISTRATION SERVICES

2.1 The ARCHITECT shall manage the design consultants and administer the PROJECT. The ARCHITECT shall consult with the CITY, research applicable design criteria, and standards, attend PROJECT meetings, communicate with members of the PROJECT team and issue progress reports.

2.2 When PROJECT requirements have been identified to the satisfaction of the CITY, the ARCHITECT shall prepare, and periodically update, its PROJECT Work Plan and identify all major tasks required of the ARCHITECT, and the ARCHITECT's subconsultants including milestone dates for decisions required of the CITY, deliverables furnished by the ARCHITECT, completion of documentation provided by the ARCHITECT. The ARCHITECT and CITY's Project Program Manager (hereinafter PROGRAM MANAGER") shall develop the PROJECT Work Plan jointly with the ARCHITECT as lead consultant for scheduling work related to PROJECT design services.

2.3 The ARCHITECT, in consultation with the CITY and PROGRAM MANAGER, shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for each PROJECT.

2.4 At completion of each design phase, the ARCHITECT shall make presentations to explain the design of the PROJECT to representatives of the CITY, as reflected in ARCHITECT's schedule of performance.

2.5 The ARCHITECT shall submit design documents to the CITY as identified in this scope of services for purposes of evaluation and approval by the CITY. The ARCHITECT shall be entitled to rely on approvals received from the CITY in the further development of the design.

2.6 The ARCHITECT shall assist the CITY in connection with the CITY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT including, but not limited to, building, fire, and engineering.

2.7 The ARCHITECT shall coordinate with and assist the CITY's Building Commissioning Consultant in its implementation of the Building Commissioning Plan. That plan shall result in full compliance with any subsequent LEED or sustainability standards, as determined by the CITY, for full documentation of building commissioning. In particular, it will structure and document the full initiation, testing, operational instruction, and record documentation of all building systems. The Commissioning Agent shall assume responsibility for developing and overseeing the Commissioning Plan.

2.8 The ARCHITECT shall assist the CITY is developing Owner's Project Requirements, which will serve as a reference document for development of the project LEED rating or other sustainability standard, as established and/or determined by CITY.

2.9 EVALUATION OF BUDGET AND COST OF THE WORK

2.9.1 During the fomal design phases of the PROJECT, defined as, Schematic Design, Design Development and Construction Document preparation, the ARCHITECT shall prepare:

2.9.1.1 A Life Cycle Cost Analysis manual showing a comparative cost analysis for the different materials and building systems proposed for use in the PROJECT. The analysis should include costs for Design, Construction, Maintenance, Operations and Disposal or Salvage of proposed materials and building systems, as described in Section 3.0 Design Services.

2.9.1.2 Estimates of the Cost of the Work, and/or estimate updates, as described in Section 4.0 Design Services. The ARCHITECT shall consult with the PROGRAM MANAGER to assist in reconciling the ARCHITECT's and PROGRAM MANAGER's estimates of the Cost of Work. The ARCHITECT shall advise the CITY of any adjustments to previous estimates of the Cost of Work indicated by changes in PROJECT requirements or general market conditions.

2.9.2 If the ARCHITECT's estimate of the Cost of the Work, as reviewed and approved by the CITY, exceeds the Project Budget, the ARCHITECT shall, in consultation with the PROGRAM MANAGER, make appropriate recommendations to the CITY to adjust the PROJECT's scope and/or quality to meet the fixed cost limit established by the Project Budget. The CITY shall work with the ARCHITECT, in consultation with the PROGRAM MANAGER, in making such adjustments. Once a list of scope and/or quality adjustments have been agreed upon with the CITY, the ARCHITECT shall revise the Design Documents, defined as Schematic Design, Design Development and Construction Documents described in Section 4.0 Design Services, to meet the fixed cost limit established by the Project Budget.

2.9.3 Evaluations of the CITY's budget for the PROJECT, the preliminary estimate of the

Cost of the Work and updated estimates of the Cost of the Work prepared by the ARCHITECT represent the ARCHITECT's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ARCHITECT nor the CITY has control over the cost of labor, materials or equipment, or over competitive bidding, market conditions. Accordingly, the ARCHITECT cannot and does not warrant or represent that bids will not vary from the CITY's budget for the PROJECT or from any estimate of the cost of the Work or evaluation prepared or agreed to by the ARCHITECT.

2.9.4 In preparing estimates of the Cost of the Work, the ARCHITECT, in consultation with the CITY and PROGRAM MANAGER, shall be permitted to include contingencies for design, bidding and escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Construction Documents; to make reasonable adjustments in the scope of the PROJECT as agreed upon by CITY; and to include in the Contract Documents additive and deductive bid alternates to adjust the Construction Cost to the fixed limit established by the Project Budget at the time of bid award.

2.9.5 If the fixed limit of Construction Cost for the PROJECT as determined by the Project Budget is exceeded by more than 5% of the lowest responsive bid or bids, the CITY may, at their discretion:

a. give written approval of an adjustment in the Project Budget;

b. authorize re-bidding the PROJECT or a portion of the PROJECT within a reasonable time;

c. direct the ARCHITECT to revise the Construction Documents, as necessary to bring the Construction Cost within the Project Budget.

If the CITY directs the ARCHITECT to revise the Construction Documents, the ARCHITECT shall, with dispatch, modify the documents as necessary to bring the Construction Cost within the Project Budget.

3.0 EVALUATION AND PLANNING SERVICES

3.1 Upon written authorization from the CITY, the ARCHITECT shall coordinate and participate in a Civic Campus and Sustainability goals setting charrette. With follow-up review, the results of the charrette shall be utilized to develop a scheme describing the architectural vocabulary of the campus and the specific approach and method to accomplish CITY's design objectives and standards, sustainability goals, and performance standards.

3.2 ARCHITECT shall provide a preliminary evaluation of the information furnished by the CITY under this AGREEMENT, including the CITY's initial program and schedule requirements, the preliminary LEED Project Scorecard – "LEED Credit Summary", and/or other sustainability standards, and budget for the Cost of the Work, each in terms of the other. The ARCHITECT shall review such information to ascertain that it is consistent with the requirements of the PROJECT and shall notify the CITY of any other information that may be reasonably needed for the PROJECT.

3.3 ARCHITECT shall meet with CITY user groups and perform a review and design evaluations of initial programming efforts. ARCHITECT shall establish appropriate guidelines around and within which the Project design is to be completed, identify design issues relating to functional needs, directives and constraints, and review all data pertinent to the Project including:

- Initial planning

- Circulation
- Programming
- Surveys
- Site maps
- Geotechnical reports and recommendations
- Soil testing results
- Pertinent historical data
- Other relevant information provided by CITY.

3.4 ARCHITECT shall provide further evaluation and investigation required for development of the Project, as follows:

Civil - Utility Research: contact the City and utility companies that serve the site or have utilities within the adjacent streets; gather all available record drawings and/or block maps to depict the record location of the utilities superimposed onto the existing topographic survey; confirm any known deficiencies with the existing utilities serving the property and identify any planned upgrades that could impact the development.

Civil - Existing Conditions Review: visit the site to review the existing site constraints and conditions; note any potential challenges to development and confirm scope of survey services to support the planning and permit processes.

Civil - Design-level survey services and base map preparation:

- *Horizontal and Vertical Control:* set permanent survey project control for the duration of the project
- *Boundary Analysis:* to define the development parcel area
- *Map Existing Easements*
- *Aerial Topographic Survey:* set aerial targets which will be used for the aerial surveyor/photogrammetric
- *Supplemental Topographic Survey:* to define proposed accessible path-of-travel, and capture planimetric site features required for final design, including but not limited to: street frontages, finish floor elevations of the existing building, hardscape features, curb and gutter, existing trees, utilities at grade such as manholes and electrical boxes.
- *Lot Line Adjustment and Record of Survey:*
  - Library and Recreation Center.
  - Fire Station 63.

Arborist report on trees on the subject property.

Acoustical - Research and report on exterior sources of noise affecting the subject property.

3.5 ARCHITECT shall provide the following services and anticipated deliverables for Program Validation of Fire and Police facilities:

Fire Station

Space Needs Development:

Deliverables

- Prepare selected component diagrams to demonstrate space layouts
- Fire Station Space Needs Summary
- Site Space Needs Summary

Meetings
- One (1) orientation conference and existing facility tour
- Half day-long programming exercise

Site Arrangement Diagrams:

Deliverables
- Two site arrangement diagrams with a final refined option
- Sustainable design checklist and goals

Meetings
- One meeting to present site arrangement diagrams with sustainable checklist and site circulation options

Police Station

Program review and refinement:

Deliverables
- Meeting Minutes, Communication Protocol Confirmation, Tour Observations
- Updated Project Schedule

Meetings
- Kick-off meeting
- Police Station local tours (if appropriate)

Space needs and adjacency diagrams:

Deliverables

- Component diagrams to demonstrate space layouts
- Building Space Needs Summary and Adjacency Diagrams
- Site Space Needs Summary and Adjacency/Circulation Diagrams
- Conceptual Budget Confirmation
- Meeting notes

Meetings

- Programming exercises to review surveys and gather data with User Groups including: Office of the Chief of Police/Administration, Records, Property and Evidence, Investigation, Patrol, SWAT, Neighborhood Response teams, Community Services, K-9 and Task Force Work Groups, Temporary Holding, Emergency Communications, IT, and HR.
- Two additional meetings with each User Group to confirm space needs outlines, site adjacency diagrams, building adjacency diagrams and individual space components.
- A final meeting to present draft final reports, review the order of magnitude budget projections and discuss next steps for the Project Development.

4.0 DESIGN SERVICES

4.1 The ARCHITECT's design services shall include:

- Civil Engineering
- Structural Engineering

- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Landscape Architecture
- Lighting Design
- Information Technology
- Acoustical
- Sustainability
- Transportation/ Circulation
- Parking
- Signage/ Graphics/ Branding
- Elevator
- Cost Estimating

4.2 CONCEPT DESIGN

4.2.1 Upon written authorization from the CITY, the ARCHITECT shall provide all services necessary for the preparation of Concept Design Documents based on the CITY's program, schedule, LEED rating or other sustainability standard, as established and/or determined by CITY., and budget for the Cost of the Work (hereinafter "CONCEPT DESIGN DOCUMENTS"). The documents shall establish the conceptual design of the PROJECT illustrating the scale and relationship of the PROJECT components including but not limited to:

- Conceptual Building Design
- Program Reconciliation
- Design Narrative
- Master Site Plan
- Circulation Plan
- Parking Layout Option(s)
- Master Grading Plan
- Master Utility Plan
- One Concept Environmental Design report for the campus
- Initial LEED Checklist, Registration of the project with USGBC.
- Master plan level cost plan and preliminary cost models for each project element

4.2.2 Other tasks included within this phase:

- Community engagement
- Establish metrics and performance targets for sustainability benchmarking for each building, including energy use, carbon emissions, water conservation, and/or other project-relevant topics.
- Analyze climate data including temperature, humidity, insolation, and other critical factors.
- Assess project site for sustainability constraints and opportunities.
- Contribute strategies for space planning, programming, and building configuration that optimize daylight, energy use, thermal comfort, and sustainable site design for each building.
- Up to 3 Design Charrettes (half day)
- Up to 3 Department level meetings as necessary to refine the design (1-2 hours each).
- 1 meeting to review the final cost model, narratives and the final design report (1-2 hours)

- 1 update meeting with the Working Group and Council Sub-committee (1-2 hours)
- 1 Sustainability charrette (half day)

4.3 SCHEMATIC DESIGN DOCUMENTS

4.3.1 Upon written authorization from the CITY, and approval of Concept Design, the ARCHITECT shall provide all services necessary for the preparation of Schematic Design Documents based on the CITY's program, schedule, achieving LEED rating or other sustainability standard, as established and/or determined by CITY., and budget for the Cost of the Work (hereinafter "SCHEMATIC DESIGN DOCUMENTS"). The documents shall establish the schematic design of the PROJECT illustrating the scale and relationship of the PROJECT components.
The SCHEMATIC DESIGN DOCUMENTS shall include:

4.3.3 At the completion of 50% SCHEMATIC DESIGN DOCUMENTS, the ARCHITECT shall furnish four (4) sets of the following deliverables to the CITY:

- Civil Existing Conditions Plan
- Preliminary Site Demolition Plan
- Preliminary Grading and Drainage Plan
- Preliminary Utility Plan
- Preliminary Stormwater Control Plan / preliminary calcs
- Preliminary code analysis
- Preliminary Site plan
- Preliminary Landscape plan
- Schematic Floor plans
- Site and building sections including context
- Schematic Building Elevations including context
- Colored plan diagrams showing programmed uses and circulation
- Three-dimensional schematic design studies
- Preliminary selections of major building systems and construction materials shall be described in a narrative outline specification.
- Structural plans including:
  - Extent, size and location of new shear walls, braced frames, moment frames, etc.
  - Coordination of floor and roof framing systems.
  - Foundation systems.
  - Narrative
- Preliminary structural analysis of the buildings for verification of the design of the gravity and lateral systems.
- M/E/P preliminary plans incorporating the following:
  - Systems Description and Basis of Design Report
  - Riser diagrams and selected floor plans showing the major equipment layout.
  - Preliminary Title 24 Compliance Summary

4.3.4 At the completion of 100% SCHEMATIC DESIGN DOCUMENTS, the ARCHITECT shall furnish four (4) sets of the following deliverables to the CITY:

- Civil Existing Conditions Plan
- Preliminary Site Demolition Plan

- Preliminary Grading and Drainage Plan
- Preliminary Utility Plan
- Preliminary Stormwater Control Plan / preliminary calcs
- Preliminary code analysis
- Site plan
- Landscape plan
- Floor plans
- Site and building sections including context
- Building Elevations including context
- Colored plan diagrams showing programmed uses and circulation
- Three-dimensional design studies
- Signage/ graphics concepts
- Schematic Environmental Design memo on Campus sustainability approach
- Preliminary selections of major building systems and construction materials shall be described in a narrative outline specification.
- Structural plans including:
  - Extent, size and location of new shear walls, braced frames, moment frames, etc.
  - Coordination of floor and roof framing systems.
  - Foundation systems.
  - Narrative
- Preliminary structural analysis of the buildings for verification of the design of the gravity and lateral systems.
- M/E/P preliminary plans incorporating the following:
  - MEP Space Requirement Report
  - Updated Systems Description and Basis of Design Report
  - Preliminary Title 24 Compliance Report
  - Updated Schematic Design riser diagrams and selected floor plans showing the major equipment layout.

b. Outline Specifications

c. Reconciled 100% Schematic Design Phase estimate of the Cost of the Work as described in Section 2.9.1.

d. A room schedule summary that meets the Program requirements.

e. LEED Credit Summary form.

4.3.5 During Task 4.3, the ARCHITECT shall conduct up to 4 public design charrettes, up to 4 pop-up workshops, 2 meetings with each of 5 CITY commissions, 2 meetings focused on exterior maintenance, up to 3 meetings with the design team and authorities having jurisdiction to review fire protection and building code compliance issues, up to 2 meetings focused on Food Service, and 2 meetings focused on sustainability.

4.4 DESIGN DEVELOPMENT DOCUMENTS

4.4.1 Upon written authorization from the CITY, the ARCHITECT shall provide all services necessary for the preparation of Design Development Documents based upon CITY's Program, LEED Rating or Sustainability Goals, as determined by the City, Project Schedule, and Project Budget (hereinafter "DESIGN DEVELOPMENT DOCUMENTS"). The DESIGN DEVELOPMENT DOCUMENTS shall establish the detailed design of the PROJECT defining the scale materials, relationship of the PROJECT components and LEED Rating and/or Sustainability Goals achievement.

Building systems and construction materials shall be described in the drawings and through a preliminary specification, incorporating LEED Rating and/or Sustainability specifications and following the format established by the Construction Specification Institute.

4.4.2 The ARCHITECT shall prepare plans and specifications for:

- Civil
- Structural
- Mechanical
- Plumbing
  Electrical
- Fire protection
- Acoustical
- Lighting
- Security
- Data/telecom
- Signage/ Graphics
- Elevator
- LEED Rating and/or Sustainability Goals, as determined by the City, related systems.

For each discipline, the work shall include, but not be limited to:

- DESIGN DOCUMENTS to fix and describe the building size, character, material and systems as may be appropriate.
- Plans and sections shall identify preliminary sizing & layout for structural and building enclosure systems, preliminary sizing and layout requirements for all mechanical systems and other equipment, and points of connection for utilities.
- Coordination of mechanical, electrical, plumbing, fire protection and information technology systems with building structure and architectural elements shall be resolved.

4.4.3 The ARCHITECT shall prepare sample boards of all visible exterior materials, including hardscape and interior finishes.

4.4.4 The ARCHITECT shall prepare and organize in 8½" x 11" format cut sheets of all <u>visible</u> built-in lighting, Mechanical, Electrical, and Plumbing ("MEP") equipment and fixtures to be updated on a regular basis subsequent to Design Development.

4.4.5 At the completion of 50% DESIGN DEVELOPMENT DOCUMENTS, the ARCHITECT shall furnish a letter or an updated estimate, which includes an accounting of the items identified in the Schematic Value Engineering exercise, confirming the estimated Cost of the Work remains within the Project Budget. At the completion of 50% DESIGN DEVELOPMENT, the scope of the PROJECT shall be defined to a level of detail consistent with typical architectural practice for this phase of Design Services. At the completion of the 50% DESIGN DEVELOPMENT DOCUMENTS, the ARCHITECT shall furnish four sets of the following deliverables to the CITY:

a. 50% DESIGN DEVELOPMENT DOCUMENT Drawings and Specifications

b. 50% Design Development Phase estimate of the Cost of the Work including Life Cycle Cost Analysis as described in Section 2.9.1

c. A room schedule confirming substantial conformance to the previously approved Program

d. Updated LEED Credit Summary Form and/or Sustainability Report

4.4.6 At the completion of 100% DESIGN DEVELOPMENT, the documents shall be fully coordinated and shall include no scope adjustments to the 50% submittal unless agreed to by the CITY as part of the cost reconciliation process. The ARCHITECT shall furnish four sets of the following deliverables to the CITY:

a. 100% DESIGN DEVELOPMENT DOCUMENTS reconciled to meet the Project Budget

b. 100% Design Development Phase estimate of the Cost of the Work reconciled to meet the Project Budget as described in Section 2.9.1 including Life Cycle cost Analysis

c. Sample boards (up to 2 sets)

d. Binders with cut sheets

e. A room schedule confirming substantial conformance to the previously approved Program

f. Updated LEED Credit Summary Form or Sustainability Report, if directed by City and performed as an additional service

4.4.7 As part of Task 4.4, the ARCHITECT shall conduct up to 2 design meetings focused on waterproofing, up to 3 meetings with City to review fire and life safety issues associated with the new building or associated site, 1 meeting to review wind testing model, up to 2 focused meetings on Food Service, and up to 2 meetings focused on sustainability.

4.5 CONSTRUCTION DOCUMENTS

4.5.1 Upon written notice from the CITY, and based on the DESIGN DEVELOPMENT DOCUMENTS and Estimate of the Cost of the Work approved by CITY, and any further adjustments in the scope or quality of the PROJECT or in the construction budget as approved by the CITY, the ARCHITECT shall prepare Construction Documents consisting of Drawings, Technical Specifications and Final LEED Scorecard, LEED Specifications, and/or Sustainability Goals, as determined by the City, that set forth in detail the requirements for the construction of the PROJECT, establishing the quality levels of materials and systems and coordinating all the elements required for the PROJECT (hereinafter “CONSTRUCTION DOCUMENTS”).

4.5.2 The ARCHITECT shall submit progress sets of the CONSTRUCTION DOCUMENTS and LEED Scorecard update and/or sustainability standards for CITY review at 50% and at 90% completion. The CITY shall provide the ARCHITECT with formal review comments in writing at 50% and 90% completion of CONSTRUCTION DOCUMENTS. The ARCHITECT shall respond in writing and revise the documents accordingly.

4.5.3 The ARCHITECT shall prepare Estimates of the Cost of the Work at 50% completion of CONSTRUCTION DOCUMENTS and at 90% completion of CONSTRUCTION DOCUMENTS. The ARCHITECT shall participate in reviews and reconciliation of the Estimates as set forth in Section 2.9.1.

4.5.4 At an appropriate stage of completion of the CONSTRUCTION DOCUMENTS, the ARCHITECT shall provide to CITY structural and energy calculations.

4.5.5 During the development of the CONSTRUCTION DOCUMENTS, the ARCHITECT shall assist the CITY and PROGRAM MANAGER in the preparation of bidding and procurement documents.

4.5.6 The ARCHITECT shall be responsible for developing, coordinating and producing the CONSTRUCTION DOCUMENTS, which includes portions of Division One and Divisions Two through Sixteen of the CONTRACTOR(S) Contract Documents.

4.5.7 The ARCHITECT shall file any and all documents required for PROJECT approval by governmental authorities having jurisdiction over the PROJECT, including onsite and offsite permits.

4.5.8 At each of the completion milestones described in Section 4.4.2 above, the ARCHITECT shall furnish the four (4) sets of the CONSTRUCTION DOCUMENTS consisting of Drawings and Technical Specifications at no additional cost to the CITY.

4.5.9 During Task 4.5, the ARCHITECT shall conduct up to 3 meetings in South San Francisco, and 1 presentation to CITY staff.

5.0 CONSTRUCTION PROCUREMENT SERVICES

5.1 The CITY has retained a PROGRAM MANAGER to assist the CITY in the procurement of PROJECT construction services. The ARCHITECT shall assist the PROGRAM MANAGER and CITY in the preparation of the bid documents consisting of bid requirements and portions of Division 1 (Special Provisions) and Divisions Two thru Sixteen, as well as incorporation of LEED and/or Sustainability requirements. Preparation of the Technical Specifications and Drawings shall be the ARCHITECT's primary responsibility.

5.2 At the time of Bid and for each Addendum, the ARCHITECT shall furnish the following sets of the CONSTRUCTION DOCUMENTS consisting of Drawings and Technical Specifications at no additional cost to the CITY: Four sets shall be delivered to the PROGRAM MANAGER.

5.3 The CITY will coordinate the reproduction and distribution of the Bid Documents, including the CONSTRUCTION DOCUMENTS.

5.4 The ARCHITECT shall prepare responses to questions the CITY receives from prospective bidders and prepare clarifications and interpretations of the Bid Documents, including the CONSTRUCTION DOCUMENTS, in the form of Addenda for distribution by CITY and PROGRAM MANAGER.

5.5 The ARCHITECT shall participate with the PROGRAM MANAGER and CITY in pre-bid conferences with prospective bidders in South San Francisco.

5.6 The ARCHITECT shall prepare a set of Conformed CONSTRUCTION DOCUMENTS between the date of the bid award and the CONTRACTOR(S)'s notice to proceed, which incorporates the Addenda issued during the bid period, if directed by PROGRAM MANAGER.

5.7 The ARCHITECT shall furnish four (4) sets of the Conformed CONSTRUCTION DOCUMENTS to the CITY.

5.8 The CITY coordinate the reproduction and distribution of the Conformed CONSTRUCTION DOCUMENTS.

6.0 CONTRACT ADMINISTRATION SERVICES

6.1 GENERAL ADMINISTRATION

6.1.1 The ARCHITECT shall provide administration of the Contracts for Construction in cooperation with the PROGRAM MANAGER as set forth below and in the General Conditions of the Contract for Construction. The ARCHITECT's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, the CONTRACTOR(S), or the CITY's separate contractors.

6.1.2 ARCHITECT shall coordinate with and assist the City's Commissioning Consultant in its implementation of the Building Commissioning Plan. That plan shall result in full compliance with the LEED standard for full documentation of building commissioning. In particular, it will structure and document the full initiation, testing, operational instruction, and record documentation of all building systems.

6.1.3 The ARCHITECT shall have authority to act on behalf of the CITY only to the extent provided in this AGREEMENT unless otherwise modified by written amendment to this AGREEMENT executed by the CITY and ARCHITECT. The duties, responsibilities and limitations of authority of the ARCHITECT under this Section 6 shall not be restricted, modified or extended without written agreement of the CITY and ARCHITECT.

6.1.4 Except as otherwise provided in this AGREEMENT or when the CITY has specially authorized direct communications, the ARCHITECT shall communicate with the CONTRACTOR(S) through the PROGRAM MANAGER about matters arising out of or relating to the Contract for Construction. Communication from the CONTRACTOR(S) to the ARCHITECT will be managed and coordinated by the PROGRAM MANAGER. Communications by and with the ARCHITECT's consultants shall be through the ARCHITECT, unless specifically authorized otherwise.

6.1.5 The ARCHITECT's responsibility to provide the Contract Administration Services under this AGREEMENT shall commence with the award of the initial Contract for Construction and shall terminate upon the issuance to the CITY of the Final Certificate for Payment to the last CONTRACTOR. However, the ARCHITECT shall be entitled to Additional Services in accordance with Section 6 when Contract Administration Services extends beyond 60 days after the Substantial Completion date.

6.1.6 The ARCHITECT shall review and evaluate, in cooperation with the PROGRAM MANAGER and CITY, substitution requests proposed by the CONTRACTOR(S) if received in the manner and within the time required by the Contract for Construction.

6.1.7 The ARCHITECT shall review and respond to timely requests from the

CONTRACTOR(S) through the PROGRAM MANAGER for additional information regarding the CONSTRUCTION DOCUMENTS prepared in the format defined in the PROJECT Manual. A properly prepared request for additional information shall include a detailed written statement indicating the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. Upon receipt of a request for additional information, the ARCHITECT shall respond in a timely fashion per Section 6.1.1.

6.1.8 If deemed appropriate by the ARCHITECT and PROGRAM MANAGER, the ARCHITECT shall prepare supplemental Drawings and Technical Specifications in response to properly prepared requests for information by the CONTRACTOR(S).

6.1.9 Interpretations and decisions of the ARCHITECT shall be consistent with the intent of and reasonably inferable from the CONSTRUCTION DOCUMENTS and shall be in writing or in the form of drawings. The ARCHITECT shall assist the PROGRAM MANAGER in the review of the CONTRACTOR(S)'s performance related to the intent and requirements of the CONSTRUCTION DOCUMENTS.

6.1.10 The ARCHITECT shall assist the PROGRAM MANAGER in rendering initial determinations on claims, disputes or other matters in question between the CITY and CONTRACTOR(S) as provided in the CONSTRUCTION DOCUMENTS and Contracts for Construction.

6.2 EVALUATIONS OF THE WORK

6.2.1 The ARCHITECT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.2 The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, approximately once every two weeks as required by construction; to become familiar with and to keep the CITY informed about the progress and quality of the portion of the Work completed; to guard the CITY against defects and deficiencies in the Work; and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the CONSTRUCTION DOCUMENTS. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ARCHITECT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connections with the Work, since these are solely rights and responsibilities of the CONTRACTOR(S) under the CONSTRUCTION DOCUMENTS.

6.2.3 The ARCHITECT shall report in writing to the CITY and PROGRAM MANAGER known deviations from the CONSTRUCTION DOCUMENTS. However, the ARCHITECT shall not be responsible for the CONTRACTOR(S)'s failure to perform the Work in accordance with the requirements of the CONSTRUCTION DOCUMENTS. The ARCHITECT shall be responsible for the ARCHITECT's acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the CONTRACTOR(S), subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.4 The ARCHITECT shall have authority, after notifying the PROGRAM MANAGER and CITY, to reject Work that does not conform to the CONSTRUCTION DOCUMENTS. Rejection of Work shall be in writing. Whenever the ARCHITECT considers it necessary or advisable for the implementation of the intent of the CONSTRUCTION DOCUMENTS, the ARCHITECT will have authority, upon written authorization from the CITY, to require inspection or testing of the Work in accordance with the provisions of the CONSTRUCTION DOCUMENTS, whether or not such Work is fabricated, installed or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the PROGRAM MANAGER, CONTRACTOR(S), subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR(S)

6.3.1 Based on the ARCHITECT's observations and evaluations of each Application for Payment, the ARCHITECT shall, in cooperation with the PROGRAM MANAGER, review the amounts due to the respective CONTRACTOR(S) within five (5) calendar days of receipt. In the event ARCHITECT rejects all or a portion of Contractor's application for payment, ARCHITECT shall provide the CITY with written reasons for such rejection within five (5) calendar days of ARCHITECT's receipt. The PROGRAM MANAGER shall process for the CITY's approval the review and certification by the ARCHITECT of each Application for Payment.

6.3.2 The ARCHITECT's review shall constitute a representation to the CITY that, to the best of the ARCHITECT's knowledge, information and belief, the Work has progressed to the point of completion indicated and that the quality of the Work is in accordance with the CONSTRUCTION DOCUMENTS. The ARCHITECT's review shall be based on site observations, and on the data comprising the CONTRACTOR(S)'s Application for Payment. The foregoing representations are subject to an evaluation of the Work for conformance with the CONSTRUCTION DOCUMENTS upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the CONSTRUCTION DOCUMENTS prior to completion, and to specific qualifications expressed by the ARCHITECT.

6.3.3 The issuance of a Certificate for Payment shall not be a representation that the ARCHITECT has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; reviewed construction means, methods, techniques, sequences or procedures; reviewed copies of requisitions received from subcontractor(s)s and material suppliers and other data requested by the CITY to substantiate the CONTRACTOR(S)'s right to payment; or ascertained how or for what purpose the CONTRACTOR(S) has used money previously paid on account of the Contract Sum.

6.4 SUBMITTALS

6.4.1 The ARCHITECT shall review and approve, or take other appropriate action, upon the CONTRACTOR(S)'s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the CONSTRUCTION DOCUMENTS. The ARCHITECT's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, CONTRACTOR(S) or CITY's separate contractors, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. In no event shall such review for any item exceed fourteen (14) days, unless additional time is prior requested by ARCHITECT and approved by PROGRAM MANAGER. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CONTRACTOR(S) as required by the CONSTRUCTION DOCUMENTS. The ARCHITECT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The ARCHITECT shall maintain a record of all submittals and copies of submittals supplied by the CONTRACTOR(S) and all ARCHITECT responses to such submittals.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the CONTRACTOR(S) by the CONSTRUCTION DOCUMENTS, the ARCHITECT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the CONTRACTOR(S) shall bear such professional's written approval when submitted to the ARCHITECT. The ARCHITECT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The ARCHITECT shall review or take other appropriate action on those Construction Change Authorizations prepared by the PROGRAM MANAGER and approved by the CITY that effect the interpretation of the design set forth in the CONSTRUCTION DOCUMENTS. If necessary, the ARCHITECT shall prepare Drawings and Specifications for the PROGRAM MANAGER's distribution to describe Work to be added, deleted or modified.

6.5.2 The ARCHITECT shall review and sign Change Orders prepared by the PROGRAM MANAGER for CITY approval and execution in accordance with the Contract for Construction and CONSTRUCTION DOCUMENTS. If necessary, the ARCHITECT shall prepare Drawings and Specifications for the PROGRAM MANAGER's distribution to describe Work to be added, deleted or modified.

6.5.3 In the event of written, CITY directed, changes to the scope of Work described in the CONSTRUCTION DOCUMENTS, the ARCHITECT shall prepare Drawings and Specifications to describe Work to be added, deleted or modified. ARCHITECT shall be entitled to additional service for such efforts.

6.5.4 The ARCHITECT shall, in cooperation with the PROGRAM MANAGER, review properly prepared, timely requests by the CITY or CONTRACTOR(S) for Changes in the Work, which affects the intent of the design set forth in the CITY, approved CONSTRUCTION DOCUMENTS, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a Change in the Work shall be accompanied by sufficient supporting data and information to permit the ARCHITECT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the ARCHITECT determines that requested Changes in the Work are not materially different from the requirements of the CONSTRUCTION DOCUMENTS, the ARCHITECT may issue supplemental instructions or recommend to the CITY that the requested change be denied.

6.5.5 If the ARCHITECT, in cooperation with the PROGRAM MANAGER, determines that implementation of the requested changes to the design intent set forth in the CITY approved CONSTRUCTION DOCUMENTS would result in a material change to the CONSTRUCTION DOCUMENTS that may cause an adjustment in the Contract Time or Contract Sum, the ARCHITECT shall make a recommendation to the CITY, who may authorize further investigation of such change.

6.5.6 The ARCHITECT shall maintain records relative to all changes in the Work that effect the CITY approved CONSTRUCTION DOCUMENTS.

6.6 PROJECT COMPLETION/CLOSEOUT

6.6.1 The ARCHITECT shall, in cooperation with the PROGRAM MANAGER, conduct inspections to determine, in their opinion, the date or dates of Substantial Completion and the date of Final Completion, as defined in the Contract for Construction. These inspections shall be conducted with the CITY and the PROGRAM MANAGER to check conformance of the Work with the requirements of the CONSTRUCTION DOCUMENTS and to verify the accuracy and completeness of the list submitted by the CONTRACTOR(S) of Work that remains to be completed or corrected.

6.6.2 The ARCHITECT shall review records, written warranties and related documents required by the CONSTRUCTION DOCUMENTS to be submitted by the CONTRACTOR(S) for Substantial Completion and Final Completion.

6.6.3 The ARCHITECT shall file with the CITY and PROGRAM MANAGER a written certification of completion, at both the Substantial Completion and Final Completion stages. Such certificates shall be based upon ARCHITECT's inspection, knowledge, information and belief and shall indicate whether the Work complies, or does not comply, with all the requirements of the Contract for Construction and the CONSTRUCTION DOCUMENTS.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

The Scope of work is comprised of multiple elements. The schedule of performance for the Scope of Work are as follows:

LIBRARY/REC CENTER, POLICE, AND FIRE FACILITIES – DESIGN

Elements	Schedule/Duration
Validation and Conceptual Design:	February 1 – May 31, 2018 (4 months)
Contingency Period (If requested by City):	June 1 – June 30, 2018 (1 month)
Schematic Design:	July 1 – October 31, 2018 (4 months)
Contingency Period (If requested by City):	November 1 – November 30, 2018 (1 month)
Design Development:	December 1, 2018 – April 15, 2019 (4.5 months)
Construction Documents (includes GC pre-qual):	April 16, 2019 – October 15, 2019 (6 months)

LIBRARY/REC CENTER, POLICE, AND FIRE FACILITIES – CONSTRUCTION & CONSTRUCTION ADMIN

Bid Period:	3 months
Construction Administration:	32- 34 months
Close-out & Commissioning:	2 months

All services related to construction and construction administration shall complete on or before December 31, 2022.

EXHIBIT "C"
COMPENSATION

1	**Multi-modal Campus Planning and Landscape**		
a	Validation and Concept Design	18.00%	$ 322,560
b	Schematic Design	20.00%	$ 358,400
c	Design Developement	23.00%	$ 412,160
d	Construction Documents	24.00%	$ 430,080
e	Bid and Negotiation	0.50%	$ 8,960
f	Construction Administartion	14.00%	$ 250,880
g	Commissioning and Close-out	0.50%	$ 8,960
	Total Fee for Multi-modal Campus Planning and Landscape		**$ 1,792,000**
2	**Library, Recreation Sevices and Garage**		
a	Validation and Concept Design	11.50%	$ 904,820
b	Schematic Design	16.25%	$ 1,278,550
c	Design Developement	22.00%	$ 1,730,960
d	Construction Documents	28.75%	$ 2,262,050
e	Bid and Negotiation	1.00%	$ 78,680
f	Construction Administartion	19.50%	$ 1,534,260
g	Commissioning and Close-out	1.00%	$ 78,680
	Total Fee for Library, Recreation Services and Garage		**$ 7,868,000**
3	**Police Station**		
a	Validation and Concept Design	10.50%	$ 587,685
b	Schematic Design	16.00%	$ 895,520
c	Design Developement	23.00%	$ 1,287,310
d	Construction Documents	28.25%	$ 1,581,153
e	Bid and Negotiation	1.00%	$ 55,970
f	Construction Administartion	20.25%	$ 1,133,393
g	Commissioning and Close-out	1.00%	$ 55,970
	Total Fee for Police Station		**$ 5,597,000**
4	**Fire Department**		**10,000sf**
a	Validation and Concept Design	11.50%	$ 257,715
b	Schematic Design	16.25%	$ 364,163
c	Design Developement	21.75%	$ 487,418
d	Construction Documents	27.50%	$ 616,275
e	Bid and Negotiation	1.00%	$ 22,410
f	Construction Administartion	21.00%	$ 470,610
g	Commissioning and Close-out	1.00%	$ 22,410
*	**Total Fee for Fire Department**		**$ 2,241,000**
5	**Stakeholder and Community Outreach**		
a	Validation and Concept Design	50.00%	$ 117,500
b	Schematic Design	40.00%	$ 94,000
c	Design Developement	10.00%	$ 23,500
	Total Fee for Fire Department		**$ 235,000**
6	**Other Subject Matter Experts (Food, Wind, Bird and Interactive)**		
a	Validation and Concept Design	18.62%	$ 70,000
b	Schematic Design	22.61%	$ 85,000
c	Design Developement	36.17%	$ 136,000
d	Construction Documents	14.63%	$ 55,000
e	Bid and Negotiation	1.33%	$ 5,000
f	Construction Administartion	6.65%	$ 25,000
g	Commissioning and Close-out	0.00%	$ -
	Total Fee for Fire Department		**$ 376,000**

Total Compensation for Basic Services	**$ 18,109,000**
Reimbursable invoiced per section 2 of Agreement	**$ 535,000**

EXHIBIT C1

HOURLY RATE SCHEDULE

The Consultant shall bill the City for additional work according to the rate schedule outlined below, which includes position titles, hourly rates that are needed to complete additional scopes of work, as may be directed by the City and which are not included in the Basic Scope of Service outlined in EXHIBIT A.

	SmithGroupJJR	
Principal-in-Charge:	Juhee Cho	$300
Lead Designer:	Mark Roddy	$300
Urban Planner:	Michael Johnson	$280
Project Manager:	Todd Kohli	$280
Project Manager:	Don Jerabek	$280
Interior Designer:	Sunhwa Son	$175
Project Architect:	Ken Litwin	$215
	Architect V	$280
	Architect IV	$225
	Architect III	$175
	Architect II	$130
	Architect I	$105
	BIM Technologist	$260
	Specification Writer	$215
	Visualization Specialist	$160
	Technical Administrative	$150
	Construction Coordinator	$125
	Clerical/Administrative	$95
	Intern	$75
	Brinkley Sargent Wiginton	
Principal-in-Charge:	Hal Sargent	$270
Construction Administration	Gary Beeman	$270
Principal:	Greg Reed	$210
Project Architect:	Rebecca Atchison	$160
Senior Programmer:	Gina Irwin	$135
Staff Architect:		$115
Project Support:		$90
	Shah Kawasaki Architects	
	Principal	$225

Architect III	$185
Architect II	$155
Architect I	$130
Design Staff III	$155
Design Staff II	$135
Design Staff I	$120
Emerging professional III	$110
Emerging professional II	$100
Emerging professional I	$90
Admin Staff	$100

Carol Simmons

Library Consultant	$150

Forell & Elsesser

Principal	$200
Senior Engineer	$ 155 - $ 180
Engineer	$ 140 - $ 145
Designer	$ 125 - $ 135
CADD/Revit Specialist	$ 110 - $ 125
Senior Project Administration	$125
Project Administration	$75

Meyers+

Principal	$285
Associate Principal	$225
Senior Associate	$200
Associate Principal	$175
Senior Engineer	$165
Engineer	$150
Design Engineer	$125
Designer	$95
BIM Manager	$125
Administration	$75

BKF

Engineering	$ 230 - $ 250
Senior Associate	$206
Associate	$200
Project Manager	$196
Engineer IV	$176

Engineer 1, II, III	$ 124 - $ 142- $ 162
Engineering Assistant	$77
Junior Engineer	$65

Planning

Planner 1, II, III	$ 124 - $ 142- $ 162 - $ 176

Surveying

Senior Associate	$206
Associate	$200
Project Manager	$ 190 - $ 196
Surveyor I, II, III, IV	$ 124 - $ 142- $ 162 - $ 176
Survey Party Chief	$164
Survey Chainman	$106
Apprentice I, II, III, IV	$ 65 - $ 87- $ 96 - $ 102
Instrument man	$141
Surveying Assistant	$77
Junior Surveyor	$65
Utility Locator I, II, III	$ 85 - $ 120- $ 145
BIM Specialist I, II, III	$ 124 - $ 142- $ 162

Design and Drafting

Technician I, II, III	$ 119 - $ 127- $ 139 - $ 150
Drafter I, II, III, IV	$ 93 - $ 103- $ 111 - $ 123

Construction Administration

Senior Construction Administrator	$185
Resident Engineer	$137
Field Engineer I, II, III	$ 124 - $ 142- $ 162

Watry

Principal	$300
Associate Principal	$300
Senior Project Manager	$275
Project Manager	$275
Senior Project Engineer	$215
Project Engineer	$215
Assistant Project Engineer	$170
Senior Project Architect	$190
Project Architect	$180

Assistant Project Architect	$170
Senior Job Captain	$180
Job Captain	$170
Senior Designer	$160
Staff Designer	$150
Project Administrator	$125
Directional Logic	
Directors	$ 235 - $ 275
Project Managers	$ 200 - $ 225
Senior Cost Planners	$ 170 - $ 195
Cost Planners	$ 130 - $ 165
EWCG	
Principal	$250
Sherrill Engineering	
Principal	$220
Senior Engineer	$195
Project Engineer	$175
Test Engineer	$165
Project Manager	$155
Senior Technician	$140
Engineering Technician	$125
Engineer in training	$95
Engineering Assistant	$85
Sherrill Engineering	
Principal Consultant/Engineer	$185
Senior Engineer/Project Engineer	$160
Project Designer	$145
Staff Engineer	$130
Technicians/Drafting	$75
Administrative	$50
McGinnis Chen	
Senior Principals	$300
Principals	$250
Senior Associates	$225
Associates/BIM Director	$200
Senior Architects/Engineers/Project Managers	$190

Architects/Engineers/Project Managers	$175
Senior Building Technologies	$160
Building Technologies	$150
Project Administrators	$135
Senior Technical Staff	$135
Technical Staff	$120

HortScience

Principal	$185
Consultant	$160
Environmental Analyst	$140
Arborist	$120
GIS/CAD Specialist	$120
Clerk	$60

TAXABLE YEAR

CALIFORNIA FORM

2017 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

SmithGroupJJR , INC

Payee Information

Name

301 Battery St

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.

3 8 1 0 4 5 8 4 0

Address (apt./ste., room, PO box, or PMB no.)

7th Floor

City (If you have a foreign address, see instructions.) San Francisco

State CA

ZIP code 9 4 1 1 1

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☑ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _______ (insert letter) or Internal Revenue Code Section 501(c) ______ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to **ftb.ca.gov** and search for **privacy notice.** To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Bryon Lewinski, Controller Telephone (313) 4428385

Payee's signature ▶ Bryon Lewinski Digitally signed by Bryon Lewinski DN: dc=com, dc=smithgroup, ou=DT, ou=Users, cn=Bryon Lewinski, email=Bryon.Lewinski@smithgroupjjr.com Date: 2018.01.16 15:48:04 -05'00' Date ____________

DocuSign Envelope ID: 75FDC3F0-EC01-41B3-B23C-FFBF29FCE54E

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/18/2018

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
Marsh USA Inc.
One Towne Square, Suite 1100
Southfield, MI 48076
Attn: detroit.certrequest@marsh.com

J21060-STND-GAWUE-17-18 CA SS302 2022

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : N/A	N/A
INSURER D : Hartford Insurance Company of the Midwest	37478
INSURER E : Lloyd's	1122000
INSURER F :	

INSURED
SmithGroupJJR, Inc.
301 Battery St., 7th Floor
San Francisco, CA 94111

COVERAGES **CERTIFICATE NUMBER:** CHI-008888875-01 **REVISION NUMBER:** 10

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	X COMMERCIAL GENERAL LIABILITY			83 UUN LP2277	05/15/2017	05/15/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			83 UUN LP2277	05/15/2017	05/15/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83 WE PP2105 AZ, CA, CO, DC, GA, IL, KS, ME, MI, MN, MO, NC, NE, NJ, TX, WI	05/15/2017	05/15/2018	X PER STATUTE / 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
E	Architects & Engineers Professional Liability			B0509FINPA1700144	09/15/2017	09/15/2018	Each Claim/General Agg	$5,000,000
							Retention	$150,000

Approved as to form
Date: 2/7/18
By: [signature]
City Attorney

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: SS302OC4 - City of South SF Community Civic Campus; pf1707.
The City of South San Francisco and its officers, employees, agents, and volunteers are included as Additional Insured (except Workers Compensation and Professional Liability) where required by written contract. General Liability and Auto Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
John C Hurley [signature]

AGENCY CUSTOMER ID: J21060

LOC #: Detroit

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA Inc.		SmithGroupJJR, Inc. 301 Battery St., 7th Floor San Francisco, CA 94111
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The professional liability is subject to $150,000 retention when a written contract or agreement exists with a third party.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 83 WE PP2105 **Endorsement Number:**
Effective Date: 05/15/17 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SMITHGROUP COMPANIES, INC.

500 GRISWOLD ST STE 1700
DETROIT, MI 48226

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

   EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

   Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

   If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

   The most we will pay for "loss" to any hired "auto" is:

   (1) $100,000;

   (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

   (3) The cost of repairing or replacing the damaged or stolen property,

   whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

   We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

   This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

   Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

   Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

   "Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

   Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

   The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

   a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

      Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

      (1) Permanently installed in or upon the covered "auto";

      (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

      (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired` "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

POLICY NUMBER: 83 UUN LP2277

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE.	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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 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;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated 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. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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.

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED
EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	OPERATIONS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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 liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice And Good Samaritan Coverage**

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
   a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
   b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. **Employees And Volunteer Workers**

      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

      (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

      (d) Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services:

      (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

      (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

      (2) "Property damage" to property:

      (a) Owned, occupied or used by,

      (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. **Real Estate Manager**

      Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. **Temporary Custodians Of Your Property**

      Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.
   d. **Legal Representative If You Die**

      Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
   e. **Unnamed Subsidiary**

      Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, 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:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, 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:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of 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; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. **The Most We Will Pay**

   The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

2. **General Aggregate Limit**

   The General Aggregate Limit is the most we will pay for the sum of:

   a. Medical expenses under Coverage **C**;

   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

   c. Damages under Coverage **B**.

3. **Products-Completed Operations Aggregate Limit**

   The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. **Personal And Advertising Injury Limit**

   Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. **Each Occurrence Limit**

   Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A**; and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. **Damage To Premises Rented To You Limit**

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. **Medical Expense Limit**

   Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. **How Limits Apply To Additional Insureds**

   If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

   a. The limits of insurance specified in the written contract or written agreement; or

   b. The Limits of Insurance shown in the Declarations.

   Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. **Notice Of Occurrence Or Offense**

      You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. **Notice Of Claim**

      If a claim is made or "suit" is brought against any insured, you or any additional insured must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. **Assistance And Cooperation Of The Insured**

      You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. **Obligations At The Insureds Own Cost**

      No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

   e. **Additional Insureds Other Insurance**

      If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

      However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

   f. **Knowledge Of An Occurrence, Offense, Claim Or Suit**

      Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

      (1) You or any additional insured that is an individual;

      (2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) **Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) **Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) **Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) **Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) **Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) **When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) **When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) **Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) **Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. **"Volunteer worker"** means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. **"Your product"**:

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. **"Your work"**:

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

City of South San Francisco

P.O. Box 711 (City Hall,
400 Grand Avenue)
South San Francisco, CA

City Council

Resolution: RES 15-2018

File Number: 18-33 **Enactment Number: RES 15-2018**

RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT WITH THE SMITH GROUP JJR, INC. OF SAN FRANCISCO, CALIFORNIA FOR MASTER ARCHITECT SERVICES FOR THE COMMUNITY CIVIC CAMPUS PROJECT IN THE AMOUNT NOT TO EXCEED $18,644,000 FOR BASIC SERVICES, $692,000 FOR CONTINGENCY AND $883,000 FOR OPTIONAL SERVICES FOR A TERM THROUGH DECEMBER 31, 2022 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS, on June 12, 2017, City of South San Francisco ("City") staff issued a Request for Qualifications ("RFQ") for master architect services for the Community Civic Campus project; and

WHEREAS, staff received proposals from nine (9) teams and after reviewing and evaluating each team's qualifications against the minimum requirements outlined in the RFQ, six (6) teams were shortlisted and asked to continue in the Request for Proposal ("RFP") process; and

WHEREAS, an interview panel comprised of staff and outside experts interviewed the six (6) teams on August 30, 2017 and selected two (2) teams, the Smith Group JJR and ELS/Shah Kawasaki/Sargent, Brinkley, Wiginton teams for final consideration by the Measure W Subcommittee and City Council; and

WHEREAS, based on individual qualifications/experience, team qualifications/experience, relevant project experience, and project understanding, the Smith Group was selected as the best qualified team for the project; and

WHEREAS, staff recommends approving a consulting services agreement, attached hereto as "Exhibit A", for master architect services with the Smith Group JJR in an amount not to exceed $20,219,000, which includes $18,644,000 for basic services, $692,000 for contingency and $883,000 for optional services; and

WHEREAS, sufficient funding for the first year of the agreement estimated to be $3,490,692 is provided by the Community Civic Campus project (pf1707); and

WHEREAS, additional funding for the whole amount of the agreement will be contingent on budget approval in future years.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby approves a consulting services agreement for master architect services for the Community Civic Campus project with the Smith Group JJR, Inc. of San Francisco, California amount not to exceed $20,219,000 for a term through December 31, 2022.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager, or his designee, to execute the consulting services agreement with the Smith Group JJR, Inc. of San Francisco, California on behalf of the City Council in an amount not to exceed December 31, 2022.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is authorized to take any other related action necessary to further the intent of this Resolution.

* * * * *

At a meeting of the Special City Council on 1/24/2018, a motion was made by Richard Garbarino, seconded by Mark Addiego, that this Resolution be adopted. The motion passed.

Yes: 5 Mayor Pro Tem Matsumoto, Mayor Normandy, Councilmember Addiego, Councilmember Gupta, and Councilmember Garbarino

Attest by ______________________
Krista Martinelli

City of South San Francisco

P.O. Box 711 (City Hall,
400 Grand Avenue)
South San Francisco, CA

City Council

Resolution: RES 172-2022

File Number: 22-805 **Enactment Number: RES 172-2022**

A RESOLUTION AMENDING AN EXISTING CONSULTING SERVICES AGREEMENT WITH SMITHGROUP, INC. FOR ARCHITECTURAL AND DESIGN SERVICES ON THE CIVIC CAMPUS PROJECTS IN AN AMOUNT NOT TO EXCEED $4,137,000 FOR A TOTAL CONTRACT NOT TO EXCEED AMOUNT OF $24,356,000.

WHEREAS, on January 24, 2018, the City of South San Francisco (City) awarded a Consulting Services Agreement to SmithGroup, Inc. of San Francisco, California ("Consultant") for Architectural and Design Services for the Measure W Community Civic Campus in the amount of $20,219,000; and

WHEREAS, Consultant has performed satisfactorily on the Civic Campus projects and has provided deliverables and services as outlined in Agreement; and

WHEREAS, Phase I: Police Operations & 911 Dispatch Center ("PD") experienced a number of unforeseen conditions that resulted in an extended construction and close-out phase primarily as a result of the pandemic; and

WHEREAS, Phase II: Library, Parks & Recreation and Community Theater ("LPR") have experienced a number of unforeseen conditions that will result in an extended construction period including a longer construction phase primarily as a result of the pandemic and BART added requirements; and

WHEREAS, photovoltaic panels (Solar) were added to both PD and LPR projects separate from original contract documents (included after award of contract to General Contractor); and

WHEREAS, battery backup was added to LPR project separate from original contract documents (included after award of contract to General Contractor); and

WHEREAS, Audio/Video scope was added for virtual meeting capabilities to LPR project as the result of the pandemic; and

WHEREAS, reclaimed (recycled) water pipe was added to the scope for both PD and LPR projects separate from original contract documents; and

WHEREAS, the main water supply pipe was increased in size for fire and domestic water and added to scope for LPR project separate from original contract documents; and

WHEREAS, the fire department connection (FDC) pipe was added to the scope of LPR project by fire department after the contract documents were approved; and

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/15/2022

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

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

PRODUCER
Marsh USA Inc.
One Towne Square Suite 1100
Southfield, MI 48076
Attn: detroit.certrequest@marsh.com

CN102397104-STND-GAWUE-22- CA SS302 2022

CONTACT NAME: ,
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : N/A	N/A
INSURER D : Hartford Insurance Company of the Midwest	37478
INSURER E : Lloyd's, Underwriters At London	99998
INSURER F :	

INSURED
SmithGroup, Inc.
301 Battery Street
7th Floor
San Francisco, CA 94111

COVERAGES **CERTIFICATE NUMBER:** CHI-008888875-25 **REVISION NUMBER:** 13

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	X COMMERCIAL GENERAL LIABILITY			83UUNOL5585	05/15/2022	05/15/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X $0 Deductible / SIR applies						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ Incl. in Gen. Agg.
	OTHER:							$
B	AUTOMOBILE LIABILITY			83UENOL5586	05/15/2022	05/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							COMP./COLL. DED.	$ 1,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83WEOL6H7A AZ,CA,CO,CT,DC,DE,FL,GA,ID,IL,IN,KS KY,MA,MD,MI,MN,MO,NC,NJ,NV,NY,PA OH,OR,SD,SC,TX,VA,WA,WI	05/15/2022	05/15/2023	X PER STATUTE / 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
E	Architects & Engineers Professional Liability			B0509FINPA2250125	09/15/2022	09/30/2023	Each Claim/General Agg	5,000,000
							Retention	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: SS302OC4 - City of South SF Community Civic Campus; pf1707.
The City of South San Francisco and its officers, employees, agents, and volunteers are included as Additional Insured (except Workers Compensation and Professional Liability) where required by written contract. General Liability and Auto Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

POLICY NUMBER: 83 UEN OL5586

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:	Name of Certificate Holder:
Part A: 60	As required by written contract
Part B: 60	**Mailing Address:**
Part C: 60	As required by written contract

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): AS REQUIRED BY CONTRACT
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.

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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 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;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated 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. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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.

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED
EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	OPERATIONS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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 liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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.

POLICY NUMBER: 83UUNOL5585

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 83 WE OL6H7A **Endorsement Number:**
Effective Date: 05/15/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SMITHGROUP COMPANIES, INC.
500 GRISWOLD ST STE 1700
DETROIT MI 48226

This policy is subject to the following additional Condition:

A. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.