

**CITY OF RICHMOND  
CONTRACT AMENDMENT**

<b>Department:</b> Community Development	<b>Project Manager:</b> Charice Duckworth
<b>Project Manager E-mail:</b> charice_duckworth@ci.richmond.ca.us	<b>Project Manager Phone No:</b> 412-2052
<b>P.R. No:</b>	<b>Vendor No:</b> 1057
	<b>P.O./Contract No:</b> /5430
<b>Description of Services:</b> Perform remediation of four (4) vacant brownfield sites located at the corner of Fred Jackson Way and Duboce Avenue in North Richmond.	
<b>Amendment No. <u>4</u> modifies the: (2<sup>nd</sup> or subsequent amendments attach Amendment History page)</b>	
<input type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>	<input type="checkbox"/> <b>Payment Limit and Service Plan</b>
<input checked="" type="checkbox"/> <b>Term and Service Plan</b>	<input type="checkbox"/> <b>Service Plan</b>

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

CHDC of North Richmond

Company Name:

Street Address: 1525-A Fred Jackson Way

City, State, Zip Code: Richmond, CA 94801

Contact Person: Joanna Griffith, Director of Real Estate Development

Telephone: (510) 412-9290

Email: jgriffith@communityhcd.org

Business License No: 4000-8986 / Expiration Date:

A California  corporation,  limited liability corporation  general partnership,  limited partnership,  individual,  non-profit corporation,  individual dba as [specify:] \_\_\_\_\_  
 other [specify:] \_\_\_\_\_

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on May 21, 2019, which **original** term commenced on June 1, 2019 and terminates December 20, 2020 with an **original** contract payment limit of \$269,792.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA  
a municipal corporation

DocuSigned by:  
By Mckie Mastag/27/2024 DS  
EBB8FAC8426B405...

Title: Deputy City Manager

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

DocuSigned by:  
By Pamela Christian  
C6643BFF4A43406...  
City Clerk

Approved as to form:

DocuSigned by:  
By Shannon Moore  
9E128B0A5A394BD...  
City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:  
CHDC of North Richmond

(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

DocuSigned by:  
By Jenny Hicks  
C79ACE4023C54F3...  
Board, President

Title: \_\_\_\_\_

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

DocuSigned by:  
By CHARLES FOWLES  
71FBB1B1B861444...

Title: CFO  
\_\_\_\_\_

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

Contract Amendment between the City of Richmond and  
CHDC of North Richmond

Amendment No.

**4**

P.O./Contract No.

**/5430**

**AMENDMENT PROVISIONS (TERM AND SERVICE PLAN)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

**June 1, 2019**

(Insert original contract commencement date)

and it terminates

**December 31, 2024**

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

Contractor shall continue to provide the tasks and services set forth in the original contract - Community Housing Development Corporation of North Richmond (CHDCNR) will follow the guidelines of the Removal Action Workplan (RAW) approved by the Department of Toxic Substances Control (DTSC) for the brownfields site(s) located at 1329 Fred Jackson Way & Duboce Avenue. A total of four (4) vacant potentially contaminated sites will undergo remediation activities to determine if the activities are protective of human health and the environment. The soil removal action will be performed by an approved subcontractor (Adante Inc.) and supervised by the appointed staff of the DTSC.

The DTSC-approved Soil Removal Action Plan to be performed by Adante, Inc. will be attached to this contract as the primary source of work to be performed at the site(s).

The remediation work performed will be funded by the Richmond Brownfields EPA Revolving Loan Fund in the form of a grant to CHDCNR. The vacant parcels are receiving abatement in preparation for the construction of 43 permanently affordable multifamily units to be known as Legacy Court.

A contract amendment for an extension of "time only" is needed to secure additional grant funding to support the remediation of the site(s).

Contract Amendment between the City of Richmond and  
CHDC of North Richmond

Amendment No. 4 P.O./Contract No. /5430

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on 12/01/2020 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 269,792.00.
- Term Amendment (insert new termination date): 12/31/2021
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on 11/29/2021 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 269,792.00.
- Term Amendment (insert new termination date): 12/31/2022
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on 1/6/2023 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 269,792.00.
- Term Amendment (insert new termination date): 12/31/2023
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 269,792.00.
- Term Amendment (insert new termination date): 12/31/2024
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 269,792.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2024

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC. 595 Market Street, Suite 2100 San Francisco CA 94105  License#: 0D69293	<b>CONTACT NAME:</b> Amber Hatfield <b>PHONE (A/C, No, Ext):</b> 415-536-4078 <b>E-MAIL ADDRESS:</b> amber_hatfield@ajg.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Community Housing Development Corporation of North 1535 Fred Jackson Way Ste A Richmond, CA 94801	<b>INSURER A :</b> Philadelphia Indemnity Insurance Company		18058
	<b>INSURER B :</b> Houston Casualty Company		42374
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

### COVERAGES

CERTIFICATE NUMBER: 776348189

REVISION NUMBER:

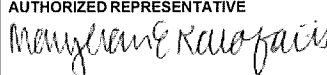
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: GL Ded: \$0			PHPK2672452	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PHPK2672452	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB906462	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A B	Employee Theft/Dishonesty Excess Employee Theft/Dishonesty Cyber			PHPK2672452 PHSD1824644 H24NGP240341-00	4/1/2024 10/26/2023 5/22/2024	4/1/2025 10/26/2025 4/1/2025	Limit \$500,000 Limit \$1,000,000 Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: P.O./Contract No: 21300625/2259 City of Richmond, its officers, officials, employees, agents and volunteers

### CERTIFICATE HOLDER

### CANCELLATION

City of Richmond, its officers, officials, employees, agents and volunteers 450 Civic Center Plaza, City Manager's office Richmond CA 94804-0046 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>6/10/2024</b>
PRODUCER (510) 235-0353 FAX <b>M A Hays Insurance</b> CA License #0094750 232 Broadway Richmond CA 94804	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED <b>Community Housing Dev. Corp Of North Richmond</b> 1535A Fred Jackson Way Richmond CA 94801	INSURERS AFFORDING COVERAGE INSURER A: <b>Travelers Casualty &amp; Surety</b> INSURER B: <b>Sequoia Ins. Co.</b> INSURER C: INSURER D: INSURER E:	NAIC # 22985

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>B</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	<b>QWC1339207</b>	<b>02/19/2024</b>	<b>02/19/2025</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>A</b>		<b>OTHER Directors and Officers</b>	<b>105618912</b>	<b>5/24/2024</b>	<b>5/24/2025</b>	D&O \$ <b>1,000,000</b> EPLI \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> CITY OF RICHMOND City Manager's Office 450 CIVIC CENTER PLAZA RICHMOND, CA 94804-0046	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.





## ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS

Effective Date: 02/06/2024  
Policy Number: MNGR-P-2001016  
Insured Name: Adanta, Inc.  
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM CONTRACTORS POLLUTION LIABILITY POLICY

#### SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Any person(s) or organization(s) whom the **Named Insured** (Named Insured) agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The following condition is added to the policy and supersedes anything to the contrary:

- A. SECTION II – WHO IS AN INSURED is amended to include the person(s) or organization shown in the SCHEDULE as an additional insured, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

This insurance does not apply to **bodily injury** (“bodily injury”) or **property damage** (“property damage”) occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** (“your work”) out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain the same.

## ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Effective Date: 02/06/2024  
Policy Number: MNGR-P-2001016  
Insured Name: Adanta, Inc.  
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
CONTRACTORS POLLUTION LIABILITY POLICY**

### SCHEDULE

<b>NAME OF PERSON(S) OR ORGANIZATION(S):</b>
Any person(s) or organization(s) whom the <b>Named Insured</b> (Named Insured) agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.
<b>LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:</b>
Project locations in which this endorsement is required by contract.

The following condition is added to the policy and supersedes anything to the contrary:

SECTION II – Who Is An Insured is amended to include the person(s) or organization shown in the SCHEDULE as an additional insured, but only with respect to liability for **bodily injury** (“bodily injury”) or **property damage** (“property damage”) arising out of **your work** (“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** (“products-completed operations hazard”).

All other terms and conditions remain the same.

## PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Effective Date: 02/06/2024  
Policy Number: MNGR-P-2001016  
Insured Name: Adanta, Inc.  
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
CONTRACTORS POLLUTION LIABILITY POLICY  
PROFESSIONAL LIABILITY POLICY  
SITE POLLUTION LIABILITY POLICY**

### SCHEDULE

<b>NAME OF PERSON(S) OR ORGANIZATION(S):</b>
Any person(s) or organization(s) whom the <b>Named Insured</b> (Named Insured) agrees, in a written contract, to provide Primary and/or Non-Contributory status of this insurance. However, this status exists only for the project specified in that contract.
<b>LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:</b>
Project locations in which this endorsement is required by contract.

The following condition is added to the policy and supersedes anything to the contrary:

This policy shall be considered primary to any similar insurance held by third parties in respect to work performed by an insured under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and noncontributory to this insurance.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Effective Date: 02/06/2024  
Policy Number: MNGR-P-2001016  
Insured Name: Adanta, Inc.  
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
CONTRACTORS POLLUTION LIABILITY POLICY  
FOLLOW FORM EXCESS LIABILITY POLICY  
PROFESSIONAL LIABILITY POLICY**

### SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): Any person(s) or organization(s) where required by written contract, executed prior to the start of Operations.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following condition is added to the policy and supersedes anything to the contrary:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the SCHEDULE above because of payments we make for injury or damage arising out of your ongoing operations or **your work** (“your work”) done under a contract with that person(s) or organization(s) and included in the **products-completed operations hazard** (products-completed operations hazard/“products completed operations hazard”). This waiver applies only to the person(s) or organization(s) shown in the SCHEDULE of this endorsement.

POLICY NUMBER: MNGR-P-2001016

COMMERCIAL GENERAL LIABILITY  
CG 25 03 03 97

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

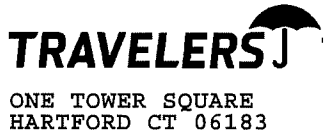
**Designated Construction Projects:**

All projects occurring away from premises owned or rented by you. We will pay no more than \$5,000,000 for all claims or "suits" under this policy that are subject to the General Aggregate

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: **UB-6K284737-24-42-G**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**