

**FIRST AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES**

This First Amendment to Agreement for Consultant Services ("Amendment") by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT** ("CCSD") and **CIVIL DESIGN STUDIO** ("Consultant") is made and entered into this 3rd day of September, 2024.

WHEREAS, the parties entered into an Agreement for Consultant Services dated April 21, 2022 (the "Agreement") whereby Consultant is providing engineering services for the Cambria Skatepark Project for the CCSD; and

WHEREAS, the parties now desire to amend the Agreement to expand the scope of work as set forth herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are true, correct and are hereby incorporated by reference.
2. Exhibit "A" of the Agreement ("CDS Consultant Services Agreement Skatepark" dated April 21, 2022") shall be amended to include the expanded scope of work described in Consultant's proposal dated August 9, 2024 ("Proposal"), attached hereto as Exhibit "A" ("22-011.1 PPL Cambria Skate Park v2") and incorporated herein by this reference.
3. Consultant is bound by the contents of the Proposal. In the event there is a conflict between the terms of the Proposal and this Amendment, the terms of this Amendment shall prevail.
4. Except as modified herein, all other terms and conditions set forth in the Agreement, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, **CCSD** and **CONSULTANT** have executed this Amendment the day and year first above written.

Signatures to follow on next page.

**CAMBRIA COMMUNITY SERVICES
DISTRICT:**

DocuSigned by:



Matthew McElhenie, General Manager

CIVIL DESIGN STUDIO:

DocuSigned by:



Monte Soto

ATTEST:

DocuSigned by:



Haley Dodson, Confidential
Administrative Assistant

APPROVED AS TO FORM:

DocuSigned by:



Timothy J. Carmel, District Counsel

Exhibit A



PO Box 199
Cambria, CA 93428
805.706.0401

August 9, 2024
Job Number: 22-011.1

James Green, Utilities Department Manager
Cambria Community Services District
5500 Heath Lane
Cambria, CA 93428

Subject: Proposal for Civil Engineering
Cambria Skate Park - Construction Document Preparation
Main St
Cambria, CA 93428

Dear James,

Thank you for requesting this proposal from Civil Design Studio, Inc. to provide civil engineering services for the project located at Main St in Cambria. Pursuant to your request we have prepared this proposal outlining services and associated fees. We are excited about the opportunity to work with you on this project.

Please find enclosed in this proposal the following:

- Section 1: Proposal and Agreement for Civil Engineering Services
- Section 2: Project Fee Summary
- Section 3: Project Scope
- Section 4: Additional Services
- Section 5: Term and Conditions

If you have questions regarding the scope, fees or any other items included in this proposal, please call.

Sincerely,

Civil Design Studio, Inc.

A handwritten signature in black ink that reads 'Monte R. Soto'.

Monte R. Soto, PE 74736
Principal Engineer

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SECTION 1: PROPOSAL AND AGREEMENT FOR CIVIL ENGINEERING SERVICES

Between Client: Cambria Community Services District phone: 805-927-6119
5500 Heath Lane

Contact: Cambria, CA 93428
James Green, Utilities Department Manager email: jgreen@cambriacsd.org

And Consultant: Civil Design Studio, Inc. phone: 805.706.0401
P.O. Box 199
Cambria, CA 93428

Project Manager: Monte Soto, PE email: monte@civil-studio.com

For the following Project: Cambria Skate Park - Construction Document Preparation
Located at: Main St
Cambria, CA 93428
APN Number(s): 013-101-072

ACCEPTED

Commencement of civil engineering services may begin within 2 weeks after the receipt of this signed proposal, the initial payment amount indicated in Section 2, and required information to be provided by Client per Section 3.

I have read the above, Section 2: Project Fee Summary, Section 3: Project Scope, Section 4: Additional Services and Section 5: Terms and Conditions, incorporated herein by reference, and agree to the terms and conditions set forth in this Proposal and Agreement and Attachments.

Civil Design Studio, Inc.

Monte R. Soto, PE 74736
Principal Engineer

Date

CLIENT

James Green, Utilities Department Manager
Cambria Community Services District

Date

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SECTION 2: PROJECT FEE SUMMARY

Code	Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
Planning and Management				
100	Project Management	TM	\$2,280	
110	Planning Services	X		
120	Site Investigation Report	X		
130	Design Development	X		
140	Tentative Map / Development Plan	X		
220	Demolition Plan	X		
Pre-Construction Documents				
200	Topographic Survey	X		
	1 Aerial Topographic Survey	X		
	2 ALTA Survey	X		
210	Corner record	X		
	1 Record of Survey	X		
	2 Final Map	X		
	3 Construction Staking	X		
	4 Condo Mapping	X		
220	Miscellaneous Survey	X		
Construction Documents				
300	Miscellaneous Engineering – Landscape Arch	F		\$2,760
301	Structural Engineering	X		
310	Preliminary Grading / Drainage Plan	X		
320	Preliminary Utility Plan	X		
330	Onsite Improvement Plans	X		
	1 Grading / Drainage Plan	X		
	2 Retaining Wall Plan	X		
	3 Horizontal Control Plan	X		
340	Onsite Utility Plans	X		
	1 Composite Utility Plan	X		
	2 Onsite Storm Drain Plan	X		
	3 Septic System Design	X		
	4 Fire Supply Design	X		
350	Public Improvement Plans	X		
	1 Street Improvement Plans	F		\$3,000
	2 Striping and Signage Plans	X		
	3 Traffic Control Plans	X		
360	Public Utility Plans	X		
	1 Public Water Line Plan	X		
	2 Public Sewer Plan	X		
	3 Public Storm Drain Plan	X		
370	Engineers Cost Estimate(s)	X		
380	Hydrology / Hydraulic Analysis	X		

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Code	Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
1	Preliminary Analysis	X		
2	Stormwater Control Plan	F		\$2,000
		X		
Environmental Permitting				
400	NPDES and Dust Control Documents	X		
1	SWPPP Booklet	X		
2	Water Pollution / Erosion Control Drawings	X		
3	Dust Control Plans	X		
4	Site Inspections / WPCM	X		
5	Rain Event Action Plan	X		
6	Annual Report	X		
7	Water Quality Testing	X		
8	Stormwater Management Plans / Details	X		
410	Environmental Permit Assistance	X		
1	404 - Army Corp	X		
2	401 - Dept of Fish and Game	X		
Construction and Other Services				
500	Construction Inspection	X		
1	Bidding Assistance	X		
510	Construction Administration	X		
520	Engineers Certification / Letter	X		
530	Expert Witness / Court or Deposition	X		
Sub-Totals			\$2,280	\$7,760
Total Engineering Services			\$10,040	
Initial Payment Required to Commence Work			\$ 0	

Legend: X = Not in Contract Scope TM = Time and Materials (Not to Exceed) F = Fixed Fee
E=Estimated Fee ✓= Included above

Additional services per Section 4 of this agreement will be provided per the following rate schedule:

Principal	\$ 190.00
Expert Witness/Depositions	\$ 275.00
Construction Inspection	\$ 145.00
Project Engineer	\$ 145.00

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SECTION 3: PROJECT SCOPE

The following scope assumptions and clarifications identify the services Civil Design Studio, Inc. will perform in conjunction with this project. If you feel any of the steps are unwarranted or our assumptions are inaccurate, please do not hesitate to request further clarification or revision to the proposal and agreement.

CODE 100 – Project Management	
Assumptions	<ul style="list-style-type: none"> ▪ The project management scope of work includes an estimate of 12 hours of work to prepare applications, coordinate with SLO county and client meetings as necessary.
Work Included in Scope	<ul style="list-style-type: none"> ▪ Coordination with: <ul style="list-style-type: none"> ○ Surveyor and other consultants ○ Client ○ County Public Works ○ Public Meetings ▪ Design Team Conference Calls as required ▪ Prepare applications for a construction permit and submit plans to SLO County building department.
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪ Project Schedule and Updates ▪ Meeting Schedule and Updates ▪ Request for attendance at meetings ▪ Signed agent authorization form
Items not included in scope	<ul style="list-style-type: none"> ▪ If required meeting attendance exceeds the budget provided in this scope of the proposal, the Client will be notified and meetings will be attended at the Client's request on a time and materials basis.
Estimated Products	<ul style="list-style-type: none"> ▪ As noted above

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CODE 300 – Miscellaneous Engineering – Landscape Architecture	
Assumptions	<ul style="list-style-type: none"> ▪ The project landscape architect is required to provide construction level plans, which will require updates to the previously prepared landscape architecture plan. ▪ Sub-consultant work will be billed at cost plus 15%
Work Included in Scope	<ul style="list-style-type: none"> ▪ Prepare construction level landscape architecture plan for the skate park project. ▪ Irrigation Plan ▪ Planting Plan ▪ Specifications and Details ▪ Response to Plan Check Comments (1 round)
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪
Items not included in scope	<ul style="list-style-type: none"> ▪ Construction observation ▪ Construction administration
Estimated Products	<ul style="list-style-type: none"> ▪ Construction Documents for Landscape Architectur

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CODE 351 – Street Plans	
Assumptions	<ul style="list-style-type: none"> ▪ The project may be required to extend frontage improvements on Main Street across the project frontage. This section of the proposal will only be billed if the County Public Works requires this design as a condition of approval. ▪ Additional survey may be required to determine cross slopes of the street widening. The previous survey provided by Spohn Ranch did not extend to the street centerline. CCSD would contract separately with a surveyor
Work Included in Scope	<ul style="list-style-type: none"> ▪ Prepare Public Improvement plan and Profile displaying the following: ▪ Cross slopes of proposed pavement ▪ Curb Gutter and Sidewalk along project frontage ▪ Transitions to existing pavement north of the project. ▪ Pavement minimum design calculations ▪ Profile of top of curb elevation, sawcut elevation, and street centerline (if applicable) ▪ Prepare striping and signage plans as required by County Public Works
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪ Topographic survey of the project site in CAD format. ▪ Record drawings of any utilities within the public right of way
Items not included in scope	<ul style="list-style-type: none"> ▪ Traffic control plans (can be added to scope for additional fee if requested by county)
Estimated Products	<ul style="list-style-type: none"> ▪ 2 Sheets – 20 Scale – Street Improvement Plans

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CODE 382 – Stormwater Control Plan	
Assumptions	<ul style="list-style-type: none"> ▪ The project will create additional impervious area and stormwater runoff, which will be addressed in the stormwater runoff design ▪ The project is within an MS4 area. Therefore, Central Coast Post Construction Requirements do apply.
Work Included in Scope	<ul style="list-style-type: none"> ▪ Rational method study comparing proposed and existing site conditions ▪ calculations to compare pre to post project runoff ▪ Review FEMA elevations / Maps ▪ Calculate and specify any structural control measures required based on the design impervious area
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪
Items not included in scope	<ul style="list-style-type: none"> ▪ Regional hydrology or basin studies ▪ Design of project detention / retention basin
Estimated Products	<ul style="list-style-type: none"> ▪ Post Construction Stormwater Control Plan report. ▪ If required, hydrology calculations will be provided on the grading plan

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SECTION 4: ADDITIONAL SERVICES

Examples of Additional Services include, but not limited to:

- Duplication of Efforts: Revisions to our plans, details or calculations due to Architectural changes.
- Additional Plan Checks: Services include two submittals and plan check revisions. Excessive changes requested / required by agencies will be billed hourly. Changes required to Civil Engineering plans due to comments made on other consultants plans will be billed hourly.
- Additional Scope: Perform work outside of the original services such as revisions required by additional site plan or building elements not in original documents specified in Section 3. Construction Observations, if required or requested that are in excess of those included in Section 3.
- Unforeseen Conditions: Unanticipated site conditions requiring changes to the civil design or conflicts with existing facilities.
- Construction Support: Assistance provided during the construction phase such as all meetings, site visits, or correspondence via telephone, fax or email. Additional examples of assistance include, but not are limited to, evaluation of alternate product or systems, review of testing data and required submittals, shop drawings, contractor requests for substitution, etc. Visits will be billed as Additional Services including travel time to/from with a 3 hr. minimum.
- Code Upgrades: Revisions required due to a code changes that occur during the course of the project.

These services will be performed at the Owner's request and on a monthly cycle at the current hourly as shown in Section 2.

SECTION 5: TERMS AND CONDITIONS

INSURANCE: Consultant carries both professional and general liability insurance. Certificates will be issued upon request.

EXPIRATION: This proposal is valid for 60 days from the above date.

ADDITIONAL CLIENT EXPENSES: Will be charged at 1.15 times the actual cost, may include printing, title report fees, UPS or mailing charges, and other reasonable and customary charges and fees necessary to accomplish this work.

TRAVEL & EXPENSES: Reasonable and customary business expenses, such as telephone, delivery costs, mileage, airfare, taxicabs, auto rentals, meals and lodging will be included on invoices.

BILLING: An initial payment (as indicated in Section 2) is required to initiate work. The initial payment is not a retainer and will be credited against the project billing. Hourly project scope will be billed monthly, with payment being due and payable upon your receipt of our billing invoice. Fixed fee project scope will be billed to 80% at first submittal of documents and 100% when documents are signed. Signed documents will not be provided until all payments are current. If an invoice remains unpaid sixty (60) days after the date of the invoice, you agree that Civil Design Studio, Inc. has the right to discontinue services. Furthermore, Civil Design Studio, Inc. may require a new initial payment before resuming services.

LATE PAYMENTS: Payment is expected upon the receipt of invoice. If we do not receive payment in full on any invoice within 60 days, late charges at 1.25% interest per month (15% per year) will be imposed on your unpaid balance after 60 days. Your unpaid balance is determined by taking the beginning balance of your account for each month, adding any new charges and subtracting any payments made to your account. We will then multiply this amount by the 1.25% monthly periodic interest rate to compute the late charge for your account for that month.

CIVIL ENGINEERING SERVICES: The Consultant provides only civil engineering design services. Any non-civil issue (including but not limited to surveying, structural engineering, architecture, landscape architecture, etc.) shall need to be addressed by another consultant qualified in the respective field and may be sub-contracted via this agreement for your convenience. The work of others, including sub-consultants is not reviewed or approved by the Consultant. The Client acknowledges that issues arising from the work of others (including but not limited to leaks, mold etc.) are non-civil and not the result of services provided by the Consultant. The Client further acknowledges all such non-civil issues are not cause for legal action against the Consultant and agrees to indemnify the Consultant against any lawsuit arising from such allegations.

STANDARD OF CARE: In rendering these services, the Consultant shall apply the skill and care ordinarily exercised by civil engineers at the time and place the services are rendered.

SUPPORTING DOCUMENTATION: The Client shall provide all the supporting information and documentation (e.g. geotechnical investigations, title reports, environmental reports, etc.) necessary for performance of the Consultant's services.

DOCUMENT OWNERSHIP: All documents including, but not limited to calculations, computer files, drawings, specifications, and reports prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. Said documents are and shall remain the property of the Consultant. Any reuse without prior written approval from the Consultant is prohibited. Any future reuse of documents, only if approved by the

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Consultant, may be subject to additional fees.

SUCCESSOR AND ASSIGNS: The Consultant and Client agree that the services performed by the Consultant pursuant to this Agreement are solely for the benefit of the Client and are not intended by either the Consultant or the Client to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by the Consultant pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates and subcontractors as he or she may deem appropriate to assist in the performance of services hereunder.

MEANS & METHODS OF CONSTRUCTION: The Consultant will not supervise, direct, or have control over the Contractor's work. The Consultant shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The Consultant shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents. Review of submittals by the Consultant shall be for general conformance with the information given and design concept expressed in the Contract Documents, and shall not be considered certification of submittals accuracy.

INDEMNIFICATION: The Client shall indemnify and hold harmless the Consultant and its personnel, from and against all claims, damages, losses and expenses due to negligent acts, errors or omissions arising out of or resulting from the performance of others.

FORCE MAJEURE. If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, equipment breakdown, labor disputes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.

LIMITATION OF LIABILITY: In no event will Engineer be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Owner's investment based on the Scope of Work to be performed by Engineer under this Agreement. The Consultant's total liability for work performed shall never exceed the amount paid by the Owner for services performed under this Agreement, which includes any liability for any design defects pursuant to Civil Code § 2782.5.

MEDIATION / DISPUTE RESOLUTION: Owner and Engineer agree to mediate any dispute arising under this contract. In the event of any dispute, the parties, within thirty (30) days of a written request for mediation, shall attend, in good faith, a mediation in order to make a good faith reasonable effort to resolve any dispute arising under this contract.

TERMINATION: This agreement may be terminated upon 30 days written notice by either party, with or without cause. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.



BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, 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, subject to the following additional exclusions:

1. The insurance afforded the vendor 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

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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:

- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
- (2) 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.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."** But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
 - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:
 - a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
 - b. Under **Liability and Medical Expense Definitions**, the following definition is added:

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

 - (1) Is currently in effect or becomes effective during the term of this policy; and
 - (2) Was executed prior to:
 - (a) The "**bodily injury**" or "**property damage**;" or
 - (b) The offense that caused the "**personal and advertising injury**";
 for which the additional insured seeks coverage.
- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

 - a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above 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 an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. 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 any real property on which you or any contractors or subcontractors working directly or indirectly in 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.

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 **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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

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

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- 3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

- 1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured; or
- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- 2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- 3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- 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.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 04/30/2024 at 12:01 AM standard time, forms a part of
Policy No. EIG 4745276 03 Of the EMPLOYERS PREFERRED INS. CO.
Carrier Code 00920

Issued to CIVIL DESIGN STUDIO INC

Endorsement No.

Premium \$1,246

Countersigned at _____ on _____

By: 
Authorized Representative

WC 04 03 06

