

SERVICE PROVIDER  
 TRUSTEE

**AMENDMENT TO  
MASTER ENABLING AGREEMENT  
PEER REVIEW**

This AGREEMENT is made and entered into this first day of April, 2023 pursuant to the Public Contract Code 10700, et seq., by and between the Trustees of the California State University on behalf of

|   |                                   |                                  |  |                            |
|---|-----------------------------------|----------------------------------|--|----------------------------|
| <i>Campus, hereafter referred to as Trustees, and</i><br><b>California State University, Office of the Chancellor</b> | Amendment No.:<br><b>01</b>       | Agreement No.:<br><b>22-545</b>  | Is agreement for Design Professional services:<br><b>Yes (GP-8b)</b> | Project No.:<br><b>N/A</b> |
| <i>Service Provider, hereafter referred to as Service Provider.</i><br><b>Glumac</b>                                  | CSU Vendor ID No.:<br><b>4589</b> | License Number:<br><b>M23267</b> |  | DIR No.:<br><b>N/A</b>     |

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner the following: Provide Mechanical Review Board peer review for public works for the California State University systemwide.

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner the following: Provide Mechanical Review Board peer review for public works for the California State University systemwide.

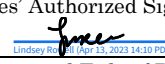
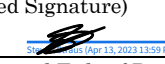

This is an Amendment to a Master Enabling Agreement under which each campus and the administrative office of the California State University may engage the services of Service Provider as provided herein.

Campuses and the administrative office shall execute a Service Order and Authorization to Proceed to secure Service Provider's peer review services under this Agreement.

Agreement No. 22-545, dated June 10, 2022 is hereby amended as follows:

- Exhibit C in the original Agreement is hereby deleted and replaced in its entirety with Exhibit C-1, which is attached hereto and incorporated herein.

Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees. Service Provider shall report to California State University, Lindsey Rowell, Chief of Energy, Sustainability & Transportation, (916) 402-1622.

| Trustees of the California State University  |      |  |            |     |          |             | Service Provider   |          |                  |         |                 |            |  |
|--|------|--|------------|-----|----------|-------------|--|----------|------------------|---------|-----------------|------------|--|
| Campus<br>California State University, Office of the Chancellor  |      |  |            |     |          |             | Firm Name<br>Glumac  |          |                  |         |                 |            |  |
| By (Trustees' Authorized Signature)<br><br><small>Lindsey Rowell (Apr 12, 2023 14:10 PDT)</small> |      |  |            |     |          |             | By (Authorized Signature)<br><br><small>Steven Straus (Apr 13, 2023 13:59 PDT)</small> |          |                  |         |                 |            |  |
| Printed Name and Title of Person Signing<br>Lindsey Rowell, Chief of Energy, Sustainability and Transportation   |      |  |            |     |          |             | Printed Name and Title of Person Signing<br>Steven Straus, President   |          |                  |         |                 |            |  |
| Address of Campus Project Administrator<br>401 Golden Shore; Long Beach, CA 90802  |      |  |            |     |          |             | Address of Service Provider<br>150 California Street, 3 <sup>rd</sup> Fl; San Francisco, CA 94111  |          |                  |         |                 |            |  |
| SCO Acct   | Fund | Sub Fund   | Agency     | Yr. | Ref/Item | Category    | Program  | Element  | Component        | Chapter | Fiscal Yr.      | Legal Ref. |  |
| Fund Name  |      |  | PS Account |     | PS Fund  | PS Dept. ID | PS Program   | PS Class | PS Project/Grant |         |                 |            |  |
| Amount Encumbered<br>\$0.00  |      | <i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>  |            |     |          |             |  |          |                  |         |                 |            |  |
| Amount of Increase<br>\$0.00   |      | Signature of Accounting Officer N/A \$0 MEA  |            |     |          |             |  |          |                  |         | Date            |            |  |
| Amount of Decrease<br>\$0.00   |      | <i>I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel</i> |            |     |          |             |  |          |                  |         |                 |            |  |
| Total Amount Encumbered<br>\$0.00  |      | By Attorney   |            |     |          |             |  |          |                  |         | Date 04/26/2023 |            |  |

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" ("PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

### **Exhibit ‘C-1’- Service Provider Rate Table Glumac**

1. Fee Schedule:

Capital Projects: MSR-ESR fee shall be computed in accordance with the fee schedule shown below. Fees are based on total project construction budget as identified in the project budget (CSU Form CPDC 2-7, Total Construction). The construction budget for the project may be obtained from the campus project manager or directly from CPDC A/E. Fee schedule is as follows:

| Total Construction Value<br>(CSU Form CPDC 2-7, Line<br>5) | Mechanical Systems<br>Review<br>Lump Sum Fee | Electrical Power and Lighting<br>Systems Review Lump Sum<br>Fee |
|--|--|---|
| Less than \$929,000  | Negotiated                                   | Negotiated  |
| \$929,000 to \$2,000,000                                   | \$6,000.00                                   | Fee same as MSR (typical for<br>all)                            |
| \$2,000,001 to \$6,000,000                                 | \$8,000.00                                   |   |
| \$6,000,001 to \$10,000,000                                | \$10,000.00                                  |   |
| \$10,000,001 to \$30,000,000                               | \$12,000.00                                  |   |
| \$30,000,001 to \$50,000,000                               | \$15,000.00                                  |   |
| \$50,000,001 to \$90,000,000                               | \$22,000.00                                  |   |
| \$90,000,000 to \$130,000,000                              | \$29,000.00                                  |   |
| \$130,000,001 to \$170,000,000                             | \$37,000.00                                  |   |
| \$170,000,001 to \$210,000,000                             | \$45,000.00                                  |   |

2. Payment and Invoicing:

- A. Payments for services shall be made in arrears for work completed to the satisfaction of the trustees upon presentation of a written invoice.
- B. Payments will be authorized at the following milestone points:
  - (1) Fifty percent (50%) upon completion Preliminary Phase Review.
  - (2) Fifty percent (50%) upon completion Construction Document Phase Review.
- C. The review firm may adjust the fee based on design complexity or quality of design, subject to campus approval.
- D. Extra services, if any, shall be paid in arrears when completed.
- E. Reimbursable expenses, if any, shall be paid in arrears when incurred.
- F. Invoicing for services and reimbursable expenses shall:
  - (1) Be sent to the campus named in the Service Order and Authorization to Proceed.
  - (2) Identify campus, project name, project reference number, Service Authorization Order number.
  - (3) Indicate work and the percentage completed.

**End of Exhibit C-1**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/06/2022

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).

|   |  |  |               |
|---|--|--|---------------|
| <b>PRODUCER</b><br>Aon Risk Insurance Services West, Inc.<br>Los Angeles CA Office<br>707 Wilshire Boulevard<br>Suite 2600<br>Los Angeles CA 90017-0460 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 |  |               |
|   | <b>E-MAIL ADDRESS:</b>   |  |               |
| <b>INSURED</b><br>Glumac, A Tetra Tech Company<br>150 California St., 3rd Floor<br>San Francisco CA 94111 USA   | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b> |
|   | <b>INSURER A:</b> Zurich American Ins Co   |  | 16535         |
|   | <b>INSURER B:</b> American International Group UK Ltd  |  | AA1120187     |
|   | <b>INSURER C:</b> Allied World Surplus Lines Insurance Co  |  | 24319         |
|   | <b>INSURER D:</b>  |  |               |
|   | <b>INSURER E:</b>  |  |               |
| <b>INSURER F:</b>   |  |  |               |

**COVERAGES**      **CERTIFICATE NUMBER:** 570096697840      **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. **Limits shown are as requested**

| 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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> X,C,U Coverage<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | GL0181740604  | 10/01/2022               | 10/01/2023               | EACH OCCURRENCE  | \$2,000,000 |
|          |  |           |          |   |                          |                          | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$1,000,000 |
|          |  |           |          |   |                          |                          | MED EXP (Any one person)   | \$10,000    |
|          |  |           |          |   |                          |                          | PERSONAL & ADV INJURY  | \$2,000,000 |
|          |  |           |          |   |                          |                          | GENERAL AGGREGATE  | \$4,000,000 |
|          |  |           |          |   |                          |                          | PRODUCTS - COMP/OP AGG   | \$4,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | BAP 1857085 04  | 10/01/2022               | 10/01/2023               | COMBINED SINGLE LIMIT (Ea accident)  | \$5,000,000 |
|          |  |           |          |   |                          |                          | BODILY INJURY ( Per person)  |             |
|          |  |           |          |   |                          |                          | BODILY INJURY (Per accident)   |             |
|          |  |           |          |   |                          |                          | PROPERTY DAMAGE (Per accident)   |             |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$100,000  |           |          | 62785232  | 10/01/2022               | 10/01/2023               | EACH OCCURRENCE  | \$5,000,000 |
|          |  |           |          |   |                          |                          | AGGREGATE  | \$5,000,000 |
| A        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | WC254061604<br>WC185708704  | 10/01/2022<br>10/01/2022 | 10/01/2023<br>10/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |             |
|          |  |           |          |   |                          |                          | E.L. EACH ACCIDENT   | \$1,000,000 |
|          |  |           |          |   |                          |                          | E.L. DISEASE-EA EMPLOYEE   | \$1,000,000 |
|          |  |           |          |   |                          |                          | E.L. DISEASE-POLICY LIMIT  | \$1,000,000 |
| C        | Env Contr Prof   |           |          | 03120276<br>Prof/Poll Liab<br>SIR applies per policy terms & conditions | 10/01/2022               | 10/01/2023               | Each Claim   | \$2,000,000 |
|          |  |           |          |   |                          |                          | Aggregate  | \$2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The State of California, The Trustees of the California State University, The University, their officers, employees, representatives, volunteers and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability policy evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy provisions as required by written contract. Stop Gap Coverage for the following states: OH, ND, WA, WY.

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| California State University<br>Office of the Chancellor<br>Construction, Planning, Design &<br>Construction<br>401 Golden Shore<br>Long Beach CA 90802 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.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br><br><i>Aon Risk Insurance Services West, Inc.</i> |
|--|---|





**ZURICH**<sup>®</sup>

# Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

|                |                   |                   |                   |              |             |              |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| Policy No.     | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
| GLO 1817406-04 | 10/01/2022        | 10/01/2023        |                   | 75272000     | <b>INCL</b> |              |

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

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

### **SCHEDULE**

| <b>Name of Person or Organization:</b>  | <b>Location and Description of Ongoing Operations:</b>  | <b>Additional Premium:</b> |
|---|---|----------------------------|
| ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACTOR OR AGREEMENT IS PROHIBITED BY LAW. | ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM. | N/A                        |

**A. Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

**B.** With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

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 site 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.

All other terms and conditions of this policy remain unchanged.



**ZURICH**<sup>®</sup>

# Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

|                |                   |                   |                   |              |             |              |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| Policy No.     | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
| GLO 1817406-04 | 10/01/2022        | 10/01/2023        |                   | 75272000     | <b>INCL</b> |              |

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

This endorsement modifies insurance provided under the:

## Commercial General Liability Coverage Part

### SCHEDULE

| Name of Person or Organization:   | Location and Description of Completed Operations:   | Additional Premium: |
|---|---|---------------------|
| ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACTOR OR AGREEMENT IS PROHIBITED BY LAW. | ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM. | N/A                 |

**Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

**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 Project(s):**

ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, 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, Damage To Premises Rented To You 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 Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, 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.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

## **DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Designated Location(s):**

EACH LOCATION, OTHER THAN CONSTRUCTION PROJECTS, OCCUPIED, OWNED OR RENTED BY THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I – Coverage A**, and for all medical expenses caused by accidents under Section **I – Coverage C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
  - 1.** A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Location 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 Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You 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 Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" 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 Location 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 Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

# Other Insurance Amendment – Primary And Non-Contributory



| Policy No.     | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO 1817406-04 | 10/01/2022        | 10/01/2023        |                   | 75272000     | <b>INCL</b> |              |

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

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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

## **CONTRACTUAL LIABILITY - RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

|  |                                    |
|--|------------------------------------|
| <p><b>Scheduled Railroad:</b><br/>ALL CONTRACTS FOR WORK DONE FOR RAILROADS AS REQUIRED BY WRITTEN CONTRACT.</p> | <p><b>Designated Job Site:</b></p> |
|--|------------------------------------|

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

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement;
  - 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. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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;
- (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 Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                    |
|------------------------------------|
| <b>Named Insured:</b>              |
| <b>Endorsement Effective Date:</b> |

### **SCHEDULE**

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| <p><b>Name Of Person(s) Or Organization(s):</b><br/>         ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p> |
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

## **COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under 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:** TETRA TECH, INC.

**Endorsement Effective Date:**

### **SCHEDULE**

| <b>Scheduled Railroad</b>                   | <b>Designated Job Site</b> |
|---|----------------------------|
| ALL CONTRACTORS FOR WORK DONE FOR RAILROADS |                            |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.