REDLANDS UNIFIED SCHOOL DISTRICT

# AGREEMENT FOR CONSULTANT SERVICES FORM FOR OVER $5000

## INSTRUCTIONS

1. FORM: Fill out agreement form completely, with dates, times, fees, the Consultant's signature and your Site Administrator (and fund administrator, if necessary). Assistant Superintendent, Business Services (CBO) who is a board authorized contract signer will **co-sign** the documents **AFTER** the Board meeting authorizing the agreement. The signed documents will be returned to you after approval by the board with a copy of your purchase order.

2. CONSULTANT QUALIFICATIONS: Please give a brief summary of consultant's qualifications below both in education and experience, and the name of the management code/funds to be charged.

3. REQUISITION: Please submit an electronic requisition for payment of consultant. **Please send this attachment, Certificates of Insurance (naming us additionally insured), and agreement with the requisition number noted on it along the path of the Requisition.** *Each approver must see the agreement in order to approve your requisition.* Business Services will insert the Board approval date on your requisition after agendizing the agreement. The requisition and agreement **MUST BOTH** be received in Business Services for the Agreement to be agendized. (You DO NOT need to attach a printed copy of the requisition to the agreement.) IF you have any issues obtaining the Property and Liability Insurance or Workers Compensation Insurance please call Purchasing BEFORE submitting your requisition.

4. CONSULTANT REQUEST FOR PAYMENT FORM: Please give the consultant a Payment form (also included in this file) for submittal after services are performed. Consultant will need to return this payment form to YOUR department and it will need to be signed by an administrator to verify that services have been received. Please complete your site info on this form **before** you send it to the consultant. If they have their own invoice that is also acceptable for them to use.

5. **IMPORTANT: Agreements for consultant services must be Board approved BEFORE services are rendered.** If the agreement forms are submitted to Business **AFTER** date of service, you **MUST attach** a statement to this agreement form signed by your administrator indicating why this happened.

6. PLEASE NOTE: This form is for outside consultants ONLY. Employees of RUSD or any school district will need to submit a "Request To Employ" form though Human Resources.

**********

MEMORANDUM

Req #_____ **From: Student Services** School/Dept. Code:_____ **Fund:_____**
**(management code)**

Consultant _____***will*** be working individually with students unsupervised. (Attach criminal records check form, proof of TB and finger print clearance.)

X____***will*** be working individually with students while site staff supervises.

_____***will not*** be working individually with students.

_____***will*** be working with students more than 5 times. (attach proof of TB test clearance)

**Consultant Qualifications: (for board description)**

THIS PAGE TO BE COMPLETED BY REDLANDS UNIFIED SCH. DISTRICT

REDLANDS UNIFIED SCHOOL DISTRICT

**CONSULTING or INDEPENDENT CONTRACTOR AGREEMENT FOR OVER $5000**

**THIS AGREEMENT** is made effective on, **April 16, 2019**, and it is made by and between ***The City of Redlands***, hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."

## RECITALS

A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.

B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

## AGREEMENTS

1. PERIOD OF AGREEMENT: Shall be from 8/1/19 through 6/30/20.

2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

   ***The Redlands Police Department will provide 18 site visits to secondary school sites utilizing a non-aggressive contraband detecting canine.***

3. The Consultant will commence providing services under this Agreement on **August 7, 2019**, and will diligently, properly and in full compliance perform as required and complete the performance of services by **June 30, 2020**. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92399.

4. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.

5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

6. PAYMENT: The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed **$5760.00**.

   ☒ If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the **per "visit" rate** indicated as follows:# **18 visits *X* $320.00 per visit**. It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

   The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

   Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.

8. TERMINATION: The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.

9. INDEMNIFICATION: The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

   (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

(c) Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees or subcontractor(s) arising out of Contractor's work under this Agreement;

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. INSURANCE: During the term of this Agreement, the Consultant shall maintain liability insurance in an amount not less than $1,000,000 unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide certificates indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONALLY INSURED with the endorsement on form CG20(10/26)0704 and CG20370704, **3 pages total,** or 20101185 **2 pages total.**

    a. ___X____ Certificate of Insurance Attached
    b. ___X____ Workers Compensation Certificate Attached OR
    c. _____ Sole Proprietor/ **NO** Workers Comp. Certificate Needed
    d. _____ Proof of TB clearance for all employees working individually with students
    e. _____Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached *IF working individually with students unsupervised.*

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars ($10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or subcontractor(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.

14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.

15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:

    a) Increase dollar amounts; b) Effect administrative changes; and c)Effect other changes as required by law.

16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

17. GOVERNING LAW: This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.

18. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Contractor to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Contractor must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

**CONSULTANT:**
*City of Redlands*
*35 Cajon Street*
*Redlands, CA 92373*

(Signature, Authorized Representative)
Paul Foster
Mayor

TAX ID: 95-600076

909-798-7510
(Telephone)

citycouncil@cityofredlands.org
(Email Address)

ATTEST: Jeanne Donaldson, City Clerk

4/16/19
(Date)

**DISTRICT:**
*Redlands Unified School District*
*20 West Lugonia Avenue*
Redlands, CA 92374

(Signature, Authorized Representative)
Bernard A. Cavanagh
Assistant Superintendent, Business Services
Chief Business Official

**Supervisor/Principal/ District Administrator**

**Funding Administrator** (if applicable)

(Date)

District Board of Education Approval Date:
**District Requisition number: _____P.O. number_____**

REDLANDS UNIFIED SCHOOL DISTRICT

# CERTIFICATION BY CONTRACTOR
# CRIMINAL RECORDS CHECK
# AB 1610, 1612 and 2102

To the Governing Board of Redlands Unified School District:

I, **City of Redlands**, certify that:
Name of Contractor/Consultant

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

_____
Signature

_____
Typed or printed name

_____
Title

_____
Address

_____
Telephone

REDLANDS UNIFIED SCHOOL DISTRICT
CONSULTANT REQUEST FOR PAYMENT SAMPLE

To: Administrator of **Redlands Unified School Dist./** District Office Date:

**Student Services**

**P.O. Box 3008**

**Ca 92373-1508**

From: **City of Redlands** **Phone: 909-798-7510**

**35 Cajon St.** **Redlands, Ca 92373**

Date/s of Service: _____ P.O. #

Description of Service: **Non-aggressive contraband detecting canine services.**

Payment is requested for _____(# of days, hours, etc) at the rate of $_____ per _____ in the total amount of $_____.

This claim is for (check one): _____Partial Payment _____Final Payment

The following certificate must be completed by individual consultants (consultant firms should disregard it):

I certify that I am _____, I am not____ (check one) drawing pay as a retired member of the California State Teachers' Retirement System (STRS). If an employee of a federal, state, or local government agency, I certify that all services for which payment is now being claimed were rendered at time other than my regular assigned workday for that agency.

_____ **SOCIAL SECURITY #/TAX I.D. NUMBER**
Signature of Consultant (W-9 attached must be completed for payment to be processed)

DISTRICT AUTHORIZATION OF PAYMENT

I hereby certify that the above named consultant has performed services as claimed and is entitled to payment as specified above.

_____
Authorized Signature (Administrator/Principal/District Administrator) Date

**Consultant shall send request for payment to Originating Department/Site.**

**DEPARTMENT/SITE SHALL SEND COMPLETED / SIGNED REQUEST FOR PAYMENT TO ACCOUNTS PAYABLE.**

REDLANDS UNIFIED SCHOOL DISTRICT

**W-9 Form**

# Taxpayer Identification Number Request

Under Federal regulation 1604-1, you are required to provide us with your taxpayer identification number (TIN). If you fail to furnish this information you may be subject to a $50 penalty and imposed by the IRS and all payments made to you and/or your firm will be subject to a 30% backup withholding. **We are required to obtain your TIN even if you are not subject to Form 1099 reporting.**

The 30% backup withholding will be deducted from our payments to you and sent to the IRS. Backup withholding is not a failure to pay you; it is an advance tax payment, which you can take as a credit when you file your federal income tax return.

**Instructions:** Complete **Part 1**below that corresponds to your tax status. Complete **Part 2** if you are exempt from Form 1099 reporting. **Part 3** sign, date and return form.

**Part 1 TAX STATUS** (complete applicable area)

**Individuals** (please print)

| *Name* | *Social Security No.* |
|---|---|
| | |

**Sole Proprietor** (Enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line)

| ***Business Owner's Name*** | *Employer Identification No. or SSN* | ***Business or Trade Name*** |
|---|---|---|
| | | |

*(If you complete this section for Sole Proprietor, please also complete the section for Individuals. This information is required for the State of California Independent Contractors Report.)*

**Partnership** (Enter the trade or business name of the partnership, or if none, the last name of the first partner listed on Form 554 on which the IRS issued the TIN)

| *Name of Partnership* | *Employer Identification No* | ***Partnership Name on IRS records*** |
|---|---|---|
| | | |

**Corporation** (Enter the business name as shown on required Federal tax documents)

| ***Name of Corporation or Entity*** | *Employer Identification No.* |
|---|---|
| | |

**Part 2 EXEMPTION:**

[ ] Check if exempt from Form 1099 reporting and circle your qualifying exemption:

1. Corporation (other than medical/health care or legal services provider)
2. Tax Exempt Charity 501 (a) or IRS
3. A State, District of Columbia, a U.S. possession or any political subdivisions
4. A foreign government or any of its political subdivision

**Part 3 CERTIFICATION:**

I certify under penalty of perjury, the Tax Identification Number is correct.

Person completing this form _____ Telephone(_____)_____

Signature _____ Date _____

Sample Certificate of Liability Insurance

REDLANDS UNIFIED SCHOOL DISTRICT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/21/2012

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
WAYNE EVANS INSURANCE AGENCY
34590 County Line Road, #6
Yucaipa CA 92399-

CONTACT NAME: Matt Evans
PHONE (A/C, No, Ext): (909) 795-9885 FAX (A/C, No): (909) 795-9886
E-MAIL ADDRESS: mattryanevans@aol.com
PRODUCER CUSTOMER ID #:

INSURED
Enko Systems Inc.
1001 S. Arrowhead Ave
San Bernardino CA 92408-

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: GEMINI INSURANCE COMPANY 10833
INSURER B: TRAVELERS CASUALTY INSURANCE CO 19046
INSURER C: EMPLOYERS COMPENSATION INS CO 11512
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | Y | | EGL0000266-04 | 01/01/2012 | 01/01/2013 | EACH OCCURRENCE | $ 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | / / | / / | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | CLAIMS-MADE X OCCUR | | | | / / | / / | MED EXP (Any one person) | $ 5,000 |
| | | | | | / / | / / | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | / / | / / | GENERAL AGGREGATE | $ 3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | / / | / / | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | X POLICY PRO-JECT LOC | | | | / / | / / | | $ |
| B | AUTOMOBILE LIABILITY | | | BA 0263W34A 12 SEL | 01/01/2012 | 01/01/2013 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | / / | / / | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | / / | / / | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | / / | / / | PROPERTY DAMAGE (Per accident) | $ |
| | X HIRED AUTOS | | | | / / | / / | | $ |
| | X NON-OWNED AUTOS | | | | / / | / / | | $ |
| | UMBRELLA LIAB OCCUR | | | | / / | / / | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | / / | / / | AGGREGATE | $ |
| | DEDUCTIBLE | | | | / / | / / | | $ |
| | RETENTION $ | | | | / / | / / | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | EIG 1425950-00 | 01/01/2012 | 01/01/2013 | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A | | | | / / | / / | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | / / | / / | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | / / | / / | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | / / | / / | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
WITH RESPECT TO THE COMMERCIAL LIABILITY PLAN REFERENCED ABOVE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED BUT ONLY TO THE EXTENT THAT CERTIFICATE HOLDER IS HELD LIABLE FOR THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE NAMED INSURED
RE: HIGHLAND GROVE ELEMENTARY SCHOOL, 7700 ORANGE STREET, HIGHLAND, CA 92346

CERTIFICATE HOLDER
( ) - ( ) -
REDLANDS UNIFIED SCHOOL DISTRICT
P.O. BOX 3008
REDLANDS CA 92373-

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/09)
INS025 (200908)

POLICY NUMBER: EGL000026804

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| Blanket - As required by written contract or agreement<br><br>Item 4.b. Of section iv – commercial liability conditions is amended by the addition of the following: (3) any other valid and collectible insurance available to the additional insured, whether primary, excess, contingent, or on any other basis unless a written contract or agreement, executed prior to the date of the loss, specifically requires this insurance to be primary and/or non contributory. If a written contract or agreement does exist that states any insurance afforded to the additional insured by this endorsement will be primary and non contributory then this insurance will be primary and non contributory to the additional insured | Any |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

POLICY NUMBER EGL000026604

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| **Blanket – As required by written contract or agreement** | Any |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations | |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".