

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND CARLSON CONSTRUCTION  
MANAGEMENT, INC.**

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Carlson Construction Management, Inc.**, hereinafter called "Consultant."

**WITNESSETH**

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS**, Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from the date of execution of this contract to December 31, 2027, inclusive.

**SECTION 3. SCHEDULE OF PERFORMANCE.** The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

**SECTION 4. COMPENSATION.** The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$756,907.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CONSULTANT.** It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect. Consultant represents that Consultant does not have any employees.

#### **SECTION 8. INDEMNIFICATION.**

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

#### **SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Certification. Consultant certifies that, in the performance of this Contract, Consultant shall not employ any person in any manner.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide a certificate and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificate has been submitted to the City and approved. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

**SECTION 10. NON-DISCRIMINATION.** Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

## **SECTION 11. TERMINATION.**

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

**SECTION 12. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 13. GOVERNING LAW.** City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

**SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

**SECTION 15. CONFIDENTIAL INFORMATION.** Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

**SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

**SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 18. WAIVER.** Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

**SECTION 19. CONFLICT OF INTEREST.**

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

**SECTION 20. AUDIT BOOKS AND RECORDS.** Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

**SECTION 21. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

**CITY**

City Clerk's Office  
275 Main Street, Suite 400  
Watsonville, CA 95076  
(831) 768-3040

**CONSULTANT**

Carlson Construction Management, Inc.  
17500 Depot Street, Suite 200  
Morgan Hill, CA 95037

**SECTION 22. EXHIBITS:**

Exhibit A: Scope of Services  
Exhibit B: Schedule of Performance  
Exhibit C: Compensation

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**WITNESS THE EXECUTION HEREOF**, on the day and year first hereinabove written.


**CITY**

**CITY OF WATSONVILLE**

**CONSULTANT**

**CARLSON CONSTRUCTION  
MANAGEMENT, INC.**

BY \_\_\_\_\_  
Tamara Vides, Interim City Manager

BY  \_\_\_\_\_  
Sam Carlson, PE, Construction Manager

**ATTEST:**

BY \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

**APPROVED AS TO FORM:**

BY \_\_\_\_\_  
Samantha W. Zutler, City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The scope of services is as follows:

As described in the attached letter, dated May 9, 2024, from Sam Carlson to Danielle Green concerning the proposal to perform Construction Management Services for the WWTF Electrical System Hazard Mitigation.

See attachment labeled **EXHIBIT "A"**.

## **EXHIBIT "B"**

### **SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

Services to be provided until December 31, 2027.



## **EXHIBIT "C"**

### **COMPENSATION**

- a. Total Compensation. The total obligation of City under this Contract shall not exceed Seven Hundred Fifty Six Thousand Nine Hundred Sevent dollars (\$756,907).
- b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.



5/9/2024

City of Watsonville, CA  
ATTN: Danielle Green  
500 Clearwater Lane,  
Watsonville, CA 95076

RE: Construction Management Services - WWTF Electrical System Hazard Mitigation

Dear Danielle Green,

Thank you for the opportunity to submit the enclosed proposal for your project. I appreciate your interest in Carlson CM, Inc. and look forward to working with you.

The proposal outlines services discussed to assist the City of Watsonville with Construction Management Services. Please do not hesitate to call or e-mail me if you have any questions. Upon approval and acceptance we will prepare a final CM fee agreement for the enclosed scope of work.

Sincerely,

A handwritten signature in blue ink, appearing to be "SC", with a horizontal line extending to the right.

Sam Carlson, PE  
Construction Manager  
Carlson CM, Inc.  
17500 Depot Street, Suite 200  
Morgan Hill, CA 95037



**ENCLOSED IN THIS PROPOSAL**

Proposal Scope of Work

Fees

**1. SCOPE OF WORK AND SERVICES****Preconstruction Services, Construction Management Services, & Post Construction Services**

Construction Management services to include the following:

- Bidding and bid review
- GC coordination with project management system (Procore)
- Coordinate with the subcontracted onsite observation.
- Baseline and schedule update reviews
- RFI and Submittal review, coordination and status for Architect/Engineer approval
- COR review and analysis
- Conduct onsite or virtual weekly construction progress meeting to review:
  - 3 week look ahead
  - COR review & status
  - RFI & Submittal status
- Provide once a week site visits.
- Facilitate Owner, IOR, GC or Architectural driven changes and clarifications to scope of work.
- Coordinate Punch List with GC and Architect/Engineer

**2. SERVICES NOT INCLUDED**

- A. Submittal and RFI approvals
- B. Claims Analysis

**3. CONSTRUCTION MANAGEMENT FEES**

Construction Management Fees	Amount
Construction Management Fee (T&M)	<b>\$ 756,907.00</b>

**4. TIMELINE**

- A. Preconstruction activities include work from April-May 2024 (2 months)
- B. Construction Management include work estimated to start June 2024 to February 2027 (34 months)
- C. Post Construction Management includes work March-April 2027 (2 month)

**5. CHANGES OR ADDITIONS TO SCOPE OF WORK**

In the event you desire services of our firm in addition to those indicated in the scope of work above, and in the event you order changes to work already completed by us and approved by you, such services shall be considered additional work. All such additional work shall be billed to you at our hourly rates plus the

cost of reproduction (see Schedule of Fees), or presented in an additional contract for your approval prior to commencement. No such additional work shall be undertaken by our firm without prior authorization from you.

**6. REIMBURSABLE EXPENSES**

- a. Reimbursable expenses are in addition to the above fees. These include, but are not limited to, the following: plotting, printing and copying, processing, travel, long distance communications, postage, consultant services and reimbursable expenses, City fees.
- b. All such reimbursable expenses shall be invoiced in accordance with the attached "Service Fees".
- c. All Municipal fees are the sole responsibility of the District.
- d. Reimbursables are additional and billed separately (approximately 5% of the fee amount).

**Standard Service Fees**

HOURLY FEES FOR SERVICE

Construction Manager	\$185.00
Assistant Construction Manager	\$150.00
Clerical	\$85.00

MISCELLANEOUS COSTS

Blue Prints, Reproductions and Materials	Costs plus 15%
Consultant Services- CM Coordination Fee	Fees plus 20%
Mileage	65.5 cents per mile
Procore Annual Fee	

Effective through **December 31, 2024**  
Subject to Revision Annually

Carlson CM: WWTP Power Reliability Fee Schedule						
	9/1/2024	1000	5/29/2027			
		Sam Carlson		Inspector		
	Estimated Month	Rate	185	Rate	170	
						Estimated Activity
1	September 2024	10	\$ 1,850.00	0	\$ -	
2	October 2024	10	\$ 1,850.00	0	\$ -	
3	November 2024	10	\$ 1,850.00	0	\$ -	Submittals/Project Docs
4	December 2024	60	\$ 11,100.00	40	\$ 6,800.00	Submittals/Project Docs
5	January 2025	60	\$ 11,100.00	60	\$ 10,200.00	Mobilization/Grading/Site work
6	February 2025	60	\$ 11,100.00	60	\$ 10,200.00	Site Work/Piles
7	March 2025	60	\$ 11,100.00	70	\$ 11,900.00	Building/Concrete
8	April 2025	60	\$ 11,100.00	70	\$ 11,900.00	Building/Concrete
9	May 2025	60	\$ 11,100.00	70	\$ 11,900.00	Building/Concrete
10	June 2025	60	\$ 11,100.00	70	\$ 11,900.00	Building/Concrete
11	July 2025	60	\$ 11,100.00	70	\$ 11,900.00	Building/Concrete
12	August 2025	60	\$ 11,100.00	70	\$ 11,900.00	Building/Concrete
13	September 2025	60	\$ 11,100.00	70	\$ 11,900.00	Building/Concrete
14	October 2025	60	\$ 11,100.00	70	\$ 11,900.00	Site Work
15	November 2025	60	\$ 11,100.00	70	\$ 11,900.00	Site Work
16	December 2025	60	\$ 11,100.00	70	\$ 11,900.00	Site Work
17	January 2026	40	\$ 7,400.00	40	\$ 6,800.00	Site Work
18	February 2026	40	\$ 7,400.00	40	\$ 6,800.00	Site Work
19	March 2026	40	\$ 7,400.00	40	\$ 6,800.00	Site Work
20	April 2026	40	\$ 7,400.00	40	\$ 6,800.00	Electrical Prep
21	May 2026	60	\$ 11,100.00	70	\$ 11,900.00	Electrical Prep
22	June 2026	60	\$ 11,100.00	70	\$ 11,900.00	Electrical Prep
23	July 2026	60	\$ 11,100.00	70	\$ 11,900.00	Electrical Prep
24	August 2026	60	\$ 11,100.00	70	\$ 11,900.00	Gear Install
25	September 2026	60	\$ 11,100.00	70	\$ 11,900.00	Gear Install
26	October 2026	60	\$ 11,100.00	70	\$ 11,900.00	Gear Install
27	November 2026	60	\$ 11,100.00	70	\$ 11,900.00	Gear Install
28	December 2026	60	\$ 11,100.00	70	\$ 11,900.00	Gear Install
29	January 2027	60	\$ 11,100.00	70	\$ 11,900.00	Gear Install
30	February 2027	60	\$ 11,100.00	70	\$ 11,900.00	Cutover
31	March 2027	70	\$ 12,950.00	70	\$ 11,900.00	Cutover
32	April 2027	70	\$ 12,950.00	70	\$ 11,900.00	Cutover
33	May 2027	70	\$ 12,950.00	70	\$ 11,900.00	Punch
34	June 2027	40	\$ 7,400.00	70	\$ 11,900.00	Punch
35	July 2027	40	\$ 7,400.00	70	\$ 11,900.00	Punch
36	August 2027	40	\$ 7,400.00	40	\$ 6,800.00	Punch
		2820	\$ 398,221.00	2000	\$ 358,870.00	
		Projected Bid	\$23,000,000	% of Est Bid		
	CM		\$ 398,221.00	1.73%		
	Observation		\$ 358,870.00	1.56%		
	<b>Total Fee</b>		<b>\$ 757,091.00</b>	<b>3.29%</b>		
	Reimbursible Expenses (5%)				\$ 37,854.55	
		Milage	Procure	Printing		



CARLCMI-01

SEITAS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2024

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

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

<b>PRODUCER</b> License # 0E67768 <b>IOA Insurance Services</b> 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	<b>CONTACT NAME:</b> Gloria Page <b>PHONE (A/C, No, Ext):</b> (925) 918-4540 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Gloria.page@ioausa.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : RLI Insurance Company</b>	
<b>NAIC #</b>	
<b>13056</b>	
<b>INSURED</b>  <b>Carlson CM, Inc</b> <b>17500 Depot St</b> <b>Morgan Hill, CA 95037</b>	
<b>INSURER B :</b>	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			<b>PSB0010070</b>	<b>3/31/2024</b>	<b>3/31/2025</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>PSB0010070</b>	<b>3/31/2024</b>	<b>3/31/2025</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liab.</b>			<b>RDP0054047</b>	<b>3/31/2024</b>	<b>3/31/2025</b>	<b>Per Claim</b> <b>1,000,000</b>
<b>A</b>	<b>Professional Liab.</b>			<b>RDP0054047</b>	<b>3/31/2024</b>	<b>3/31/2025</b>	<b>Aggregate</b> <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Operations of the Named Insured, including the aforementioned project, if any.

General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.

GENERAL LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): City of Watsonville

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Watsonville</b> 275 Main Street Watsonville, CA 95076	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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Policy Number: PSB0010070  
 Named Insured: Carlson CM, Inc.

RLI Insurance Company

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

## **RLIPack<sup>®</sup> FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

**1. C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

**2.** The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

**3.** The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

**4.** The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**