DELIVERED OCT 03 2024

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2024-83

Introduced By: Mayor Matthew Castelli

A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH TIMOTHY R. WAGNER OF CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECTS, D.P.C. FOR PLANS EXAMINER SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF MIDDLEBURG HEIGHTS AND THE OHIO BUILDING CODE

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and construction of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for qualified Certified Plans Examiners, under a professional services contract, to enforce the provision of the Ohio Building Code relating to approval of plans and specifications in order to assist its full-time personnel in performing their normal plans examining duties.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor be and is hereby authorized and directed to enter into an Independent Contractor Agreement commencing on the date of execution of the agreement, and terminating on the 31st day of December, 2025 with TIMOTHY R. WAGNER of CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECTS, D.P.C. to provide professional services as a certified plans examiner in connection with the Building Code of the City and the Ohio Building Code, a copy of the agreement is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in

compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 10|8|24

David Bortolotto
President of Council

Attest: M. Meola
Clerk of Council

Approved On: 10-9-24

Matt Cash
Mayor

Presented to Mayor: 10|9|24

	Yea	Nay
Bortolotto	X	
Ali	X	
Sage	X	
Meany	X	
McGregor	X	
Ference	X	
Zakel	X	

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res 2024-83 adopted by the Council of the City of Middleburg Hts., on 10|8|24 was posted for a period of fifteen days, beginning 10|10|24 and remained so posted for fifteen days at the two posting places as designated by Charter.

Mary Ann Meola
Clerk

CERTIFICATE

I, Mary Ann Meola Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2024-83 passed on the 8th day of October 20 24 by said Council.

Mary Ann Meola
Clerk of Council

RECEIVED

SEP 1 8 2024

Middleburg Heights
Building Dept.

INDEPENDENT CONTRACTOR AGREEMENT FOR PLANS EXAMINER SERVICES

THIS AGREEMENT, by and between the **CITY OF MIDDLEBURG HEIGHTS**, located at 15700 Bagley Rd., Middleburg Heights, Ohio 44130, hereinafter called the "City", and **Timothy R. Wagner, AIA, NCARB, MPE, RBO**, of the firm CPL Architects, Engineers, Landscape Architects, D.P.C, located at 111 Front Street, Berea, Ohio 44017, hereinafter called the "Consultant".

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and constructions of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for qualified Certified Plans Examiners, under a professional services contract, to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications in order to assist its full-time personnel in performing their normal plans examining duties.

NOW, THEREFORE, in consideration of these promises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION I - SCOPE OF SERVICES

Upon request of the Building Commissioner, the Consultant agrees to provide to the City, on a priority basis, professional services as a certified plans examiner to review and examine construction documents submitted to the Building Division of the City to determine compliance with the Ohio Building Code (and pursuant to the provisions of the Ohio Administrative Code) throughout the duration of this Agreement.

SECTION II - TERM OF AGREEMENT

The term of this Agreement shall commence on the date of execution of this Agreement, and shall terminate on the **31st day of December, 2025**, unless extended by the parties.

SECTION III - PAYMENT

The City agrees to pay the Consultant plan review fees based upon **the hourly rate charged, not to exceed One Hundred dollars ($100.00) per hour.** Invoices setting forth these charges shall be submitted as accrued on a regular basis. The Consultant will be fully and solely responsible for Consultant's payment of all taxes and other charges on Consultant's compensation as required by federal, state or local law, including but not limited to all City of Middleburg Heights municipal income taxes.

SECTION IV - AGENCY

It is expressly understood and agreed that in the performance of services under this Agreement, Consultant shall act as agent of the City for purposes of certifying various plans review in accordance with State law. However, in every other respect, the Consultant will be an independent contractor and neither party shall be deemed a servant, employee or representative of the other.

SECTION V - PLANS AND DOCUMENTS

All applications, construction documents, reports, design notes, inspection records and all other documents submitted to or prepared by the City, its employees and the Consultant, which are in the possession of the Consultant, shall be and remain public records of the City and shall be furnished or returned to the Building Division immediately upon request of the Building Commissioner.

SECTION VI - SUSPENSION OR TERMINATION OF PERFORMANCE

The Mayor may at any time, and for any reason, direct Consultant to stop work under this Agreement for any period of time. Such direction shall be in writing and shall specify the period during which work shall be stopped. Consultant shall resume work upon the date specified in such direction, or upon such other date as the Mayor may thereafter specify in writing.

The Mayor may at any time, and for any reason, terminate this Agreement by written notice to Consultant specifying the termination date, which shall not be less than fourteen (14) days from the date such notice is given. In the event of such termination, Consultant shall be paid such amount as shall compensate Consultant for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be subject to approval by the Mayor. Termination under this section shall not give rise to any claim against the Mayor or the City for damages or for the compensation in addition to that provided hereunder.

SECTION VII - PERSONAL SERVICES OF CONSULTANT

It is the intent of this Agreement to secure the personal services of Consultant. Failure of Consultant for any reason to make such personal service available to the City

to the extent necessary to perform the services required skillfully and promptly shall be grounds for termination of this Agreement.

SECTION VIII - ASSIGNMENT

Consultant shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior written consent of the Mayor and Council, if required by law.

SECTION IX - TIME OF PERFORMANCE

The work to be performed under this Agreement shall commence promptly and shall be pursued diligently and completed promptly and within the time parameters established for the performance of such work in the applicable provisions of the Ohio Building Code and in accordance with requests of the City's Building Commissioner. Time is of the essence in the performance of all phases of this Agreement.

SECTION X - AUDIT AND REVISION

This Agreement and all payments hereunder shall be subject to audit and revision by the Mayor and the Director of Finance, or their designated representatives.

SECTION XI - FUNDING SOURCE

All payments shall be paid by the City out of such monies as may be reserved by the Director of Finance of the City for the purposes herein provided. The Mayor and any other person or agency duly authorized to act for and on behalf of the City shall not by virtue of such authority or action be liable in any manner whatsoever to Consultant.

SECTION XII - INSURANCE

Consultant will secure and maintain during the life of this Agreement the following insurance, limits and conditions:

Comprehensive General Liability coverage including personal injury coverage and contractual liability coverage with minimum limits of $1,000,000.00, respectively.

Comprehensive Automobile Liability coverage including owned, non-owned, and hired coverage. The minimum limits shall be $1,000,000.00 for bodily injury and $1,000,000.00 for property damage liability.

Professional Liability Insurance in the amount of $1,000,000.00 as the minimum limit to cover all sums which Consultant shall become legally obligated to pay as damages by reason of any act, error or omission

committed or alleged to have been committed by Consultant or any person or organization for whom Consultant is legally liable.

Compliance with the Ohio Workers' Compensation Act and Ohio Unemployment Compensation law for all employees engaged in work under this Agreement.

All required insurances shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance. As soon as practical upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit, with the City, the original policies or insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the City of the payment of premiums and thereafter not less than ten (10) days before the expiration dates of the expiring policies.

SECTION XIII - AMENDMENTS

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by the Mayor and, when required by law, the Council.

SECTION XIV - NOTICES

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

SECTION XV - CONFLICT OF INTEREST/DISCLOSURE

Consultant covenants that Consultant has no interest, nor shall Consultant acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement.

The Consultant affirms that Consultant has not agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person or any of Consultant's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide plans review services to the City. A voluntary campaign contribution made pursuant to law shall not be considered as a valuable gift for the purpose of this Agreement.

SECTION XVI - DISCRIMINATION PROHIBITED

In performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of gender, race, color, religion, national origin or ancestry, age or physical handicap.

SECTION XVII - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes any and all prior negotiations, representations or agreements, either written or oral. It shall not be changed, amended, or modified without the prior written approval of both parties hereto, including the City's Mayor and when required by law, the Council.

SECTION XVIII - EFFECTIVE AND BINDING

This Agreement shall not become effective or binding upon the City unless and until the Mayor has executed the same, thereafter the Director of Finance of the City shall have endorsed hereon the Consultant's certificate of availability of funds applicable to this Agreement. Evidence of said authorization and certification of funds shall be issued to Consultant by the City before Consultant will proceed with the work.

SECTION XIX - CAPTIONS AND HEADNOTES

The captions or head notes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect the Agreement.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this ____ day of _____, 2024.

CONSULTANT

Tmothy R. Wagner
AIA, NCARB, MPE, RBO
BBS ID #6021

Date: 9/18/2024

CITY OF MIDDLEBURG HEIGHTS, OHIO

Matthew J. Castelli, Mayor

Date: 10-9-24

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 24 day of Sept., 2024.

Law Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2024

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).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: Chris Romano PHONE (A/C, No, Ext): 714-427-3489 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com
INSURED CPL Architects, Engineers, and Landscape Architect, DPC dba: CPL 255 Woodcliff Dr. Fairport NY 14450 CPLARCH-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Valley Forge Insurance Company 20508 INSURER B : Continental Insurance Company 35289 INSURER C : XL Specialty Insurance Company 37885 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1218688079 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	7037093451	4/22/2024	4/22/2025	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	7037093448	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	7037095216	4/22/2024	4/22/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	7037102875	4/22/2024	4/22/2025	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	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
C	Professional Liab & Poll. Liability Included Retro Date: 01/01/1975	Y	Y Y	DPR5027357	4/22/2024	4/22/2025	Per Claim Annual Aggregate	5,000,000 7,000,000

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

Umbrella policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
Project #C2125240079.

CERTIFICATE HOLDER

City of Middleburg Heights
15700 Bagley Rd.
Middleburg Heights OH 44130

CANCELLATION 30 day notice of 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

M. Chris Romano

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LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 the endorsement.

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

Named Insured: CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECT AND SURVEYOR D.P.C.

Endorsement Effective Date: 04/22/2024

SCHEDULE	
Insurance Company: Valley Forge Insurance Company	
Policy Number: 7037093448	**Effective Date:** 04/22/2024
Expiration Date: 04/22/2025	
Named Insured: CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECT AND SURVEYOR D.P.C.	
Address: 255 WOODCLIFF DR FAIRPORT, NY 14450-4219	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	**Limit Of Insurance**
Liability	$1,000,000 **Each"Accident"**
Comprehensive	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $1,000 Deductible For Each Covered "Leased Auto"**
Collision	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $1,000 Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"**

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

A. Coverage

1. Any **"leased auto"** designated or described in the Schedule will be considered a covered **"auto"** you own and not a covered **"auto"** you hire or borrow.
2. For a **"leased auto"** designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an **"insured"** the lessor named in the Schedule. However, the lessor is an **"insured"** only for **"bodily injury"** or **"property damage"** resulting from the acts or omissions by:
   a. You;
   b. Any of your **"employees"** or agents; or
   c. Any person, except the lessor or any **"employee"** or agent of the lessor, operating a **"leased auto"** with the permission of any of the above.
3. The coverages provided under this endorsement apply to any **"leased auto"** described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for **"loss"** to a **" leased auto"**.
2. The insurance covers the interest of the lessor unless the **"loss"** results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an **"auto"** leased or rented to you, including any substitute, replacement or extra **" auto"** needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 the endorsement.

A. The following is added to the **Other Insurance** Condition in the BUSINESS AUTO COVERAGE FORM and the **Other Insurance - Primary And Excess Insurance Provisions** in the MOTOR CARRIER COVERAGE FORM and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "**insured**" under your policy provided that:

1. Such "**insured**" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "**insured**".

B. The following is added to the **Other Insurance** Condition in the AUTO DEALERS COVERAGE FORM and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "**insured**" under your policy provided that:

1. Such "**insured**" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "**insured**".

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 the endorsement.

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

Named Insured: CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECT AND SURVEYOR D.P.C.

Endorsement Effective Date: 04/22/2024

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Copyright 1983 National Council on Compensation Insurance.

This endorsement, effective 12:01 a.m., 04/22/2024 forms a part of

Policy No. DPR5027357

Issued to CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. D/B/A CPL

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph **A. Cancellation** is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide (0) days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and

2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

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

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. 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 shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 7037093451

VALLEY FORGE INSURANCE COMPANY

Effective Date: 04/22/2024

Insured Name: CPL ARCHITECTS ENGINEERS, LANDSCAPE ARCHITECT AND SURVEYOR D.P

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2. The specific nature and extent of the injury or damage that has been sustained; and

3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

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E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person acting on behalf of the Company shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

F. Sole Agent

The NAMED INSURED identified in Item 1. of the Declarations shall have authority and primary responsibility to act on behalf of all INSUREDS for the payment or return of Premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, the payment of any Deductibles, and the exercise of the rights provided in Section VII. Optional Extended Reporting Period.

G. Other Insurance

This insurance shall be excess of the Deductible and any other valid and collectible insurance available to the INSURED, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written solely and specifically as excess insurance over this Policy. When this Policy is excess, the Company will not defend any CLAIM(S) that any other insurer has a duty to defend. If no other insurer defends, the Company has the right but not the duty to do so. If the Company defends, it will be entitled to all of the INSURED'S rights against any other insurers.

In addition to the foregoing, unless the Company specifically agrees otherwise, when such other insurance is written solely for a specific project, this Policy shall not attach, and the Company shall have no obligation to pay until the sum of DAMAGES and CLAIM EXPENSES exceeds the amount of the stated Limit of Liability of such other insurance, even if the INSURED'S liability for such DAMAGES and CLAIM EXPENSES is not covered in whole or in part by such other insurance for any reason, including but not limited to an exclusion or limitation of coverage or the bankruptcy or insolvency of the specific project insurer.

H. Severability

Except with respect to the Limits of Liability, as stated in Item 4. of the Declarations, and any rights and duties specifically assigned to the NAMED INSURED identified in Item 1. of the Declarations, this Policy applies:

1. As if each INSURED were the only INSURED; and

2. Separately to each INSURED against whom a CLAIM(S) is made or suit is brought.

I. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.

J. Liberalization

If the Company files, with the appropriate regulator, general revisions to the terms and conditions of the Policy form to provide more coverage without an additional premium charge, then this Policy will automatically provide such additional coverage as of the date the filed revision is effective in the state shown in the mailing address of the NAMED INSURED.

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