3704-20 Amd 14

FOURTEENTH AMENDMENT TO AGREEMENT BETWEEN JACKSONVILLE TRANSPORTATION AUTHORITY AND ARCADIS U.S., INC. FOR

ENGINEERING SERVICES FOR KERNAN BOULEVARD FROM J. TURNER BUTLER BOULEVARD TO MCCORMICK ROAD

THIS AMENDMENT NUMBER FOURTEEN to Agreement is made and entered into in duplicate this day of day of day, 2015, by and between the JACKSONVILLE TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida whose mailing address is P.O. Drawer "O", 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202 (the "JTA"), and ARCADIS U.S., INC., a foreign profit corporation authorized to do business in the State of Florida with an office at 1650 Prudential Drive, Suite 400, Jacksonville, Florida 32207 (the "CONSULTANT"), for providing engineering services for Kernan Boulevard from J. Turner Butler Boulevard to McCormick Road (hereinafter the "Project").

RECITALS:

WHEREAS, on November 26, 2002, the City of Jacksonville (the "City") and Bessent, Hammack, & Ruckman, Inc. made and entered into City of Jacksonville Contract # 3704-20 (the "Agreement") for the Project; and

WHEREAS, in 2011, CONSULTANT acquired Bessent, Hammack & Ruckman and became responsible for all the rights, responsibilities, duties, and obligations of Bessent, Hammack & Ruckman under said Agreement; and

WHEREAS, City has assigned the Agreement to JTA pursuant to an Assignment of Engineering Services for the Project of even date herewith (the "Assignment"); and

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WHEREAS, CONSULTANT has consented to such Assignment of even date herewith on the condition that this Fourteenth Amendment, together with other conditions, be executed; and

WHEREAS, said Agreement has been amended thirteen (13) times previously; and

WHEREAS, CONSULTANT and JTA desire to amend the Agreement as set forth herein, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of said Agreement and of the mutual covenants and agreements hereinafter contained, the parties agree to amend said Agreement as follows:

- 1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.
- 2. City has assigned the Agreement to JTA. Therefore, JTA shall take the place of City in said Agreement and all amendments thereto; and JTA shall be responsible and liable for all the work, requirements, duties, liabilities, and obligations of City pursuant to said Agreement and all amendments thereto; and, JTA shall be entitled to all rights of City pursuant to said Agreement and all amendments thereto.
- 3. All of the other terms of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed as of the date of this Fourteenth Amendment.
- 4. This Fourteenth Amendment may be executed in counterpart and facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original amendment.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Agreement, as previously amended, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Fourteenth Amendment the day and year first above written.

WITNESS:

JACKSONVILLE TRANSPORTATION AUTHORITY, a body politic and corporate and an agent of the State of Florida

By Signature

William Moseley

Type/Print Name

<u>Director of Legal Services</u>
Title

Nathaniel P. Ford, Sr.

Type/Print Name

Signature

Chief Executive Officer
Title

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

3704-20

PAD

G:\Gov't Operations\NEILLM\MISCDOCS\!DirFin#2&Form Approval.wpd

WITNESS:

ARIA A. BIRCH

Project Assistant

ARCADIS U.S., INC.

Ву

Signature Erik van Zanden

Type / Print Name Associate Vice President

Title

Form Approved:

Office of General Counsel

G:\Gov't Operations\UMCain\PW\Amendments\ArcadisUS.JTA#14.K3704-20.060215.rev.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/04/2015

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 AON Risk Services South, Inc. Franklin TN Office	(AO. HO. LAI).	(866)	283-7122	FAX (A/C. No.):	800-363-0105
501 Corporate Centre Drive Suite 300	E-MAIL ADDRESS:				
Franklin TN 37067 USA		INS	SURER(S) AFFORDIN	IG COVERAGE	NAIC#
INSURED	INSURER A:	Gree	nwich Insuranc	e Company	22322
Arcadis U.S. Inc.	INSURER B:	XL 5	pecialty Insur	ance Co	37885
630 Plaza Drive Suite 200	INSURER C:				
Highlands Ranch CO 80129 USA	INSURER D:				<u> </u>
	INSURER E:				
	INSURER F:				

	COVERAGES	CERTIFICATE NUMBER: 570057913527	REVISION NUMBER:
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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.

	CLUSIONS AND CONDITIONS OF SUCH						Ziiiida attomit ate da requested
INSR LTR	TYPE OF INSURANCE	ADDL S INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
Α	X COMMERCIAL GENERAL LIABILITY			GEC001076113	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED \$1,000,000 PREMISES (Ea occurrence)
	X Contractual Liability						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			;			GENERAL AGGREGATE \$2,000,000
	POLICY X PRO- X LOC		Ì				PRODUCTS - COMP/OP AGG \$2,000,000
	OTHER:						
В	AUTOMOBILE LIABILITY			AEC001075813 AOS	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	X ANY AUTO	li	Į	A03			BODILY INJURY (Per person)
	ALL OWNED SCHEDULED	li	ſ				BODILY INJURY (Per accident)
	AUTOS AUTOS X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
l	X Property Damage to						
	UMBRELLA LIAB OCCUR		\Box				EACH OCCURRENCE
	EXCESS LIAB CLAIMS-MADE						AGGREGATE
	DED RETENTION	1					
В	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			RWD943516309	01/01/2015	01/01/2016	X PER STATUTE ER
В	ANY PROPRIETOR / PARTNER / EXECUTIVE N	N/A		All Other States RWR943516709	01/01/2015	01/01/2016	E.L. EACH ACCIDENT \$1,000,000
]	(Mandatory in NH)	" "		WI	01, 01, 101-		E.L. DISEASE-EA EMPLOYEE \$1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT \$1,000,000
			ľ				
l		· •	- 1			\ '	\ \ \ \ \

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

RE: Job No. JK004044.0003, Kernan Blvd., City Contract No. 3704-20. City of Jacksonville is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of City of Jacksonville in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE	HOLDER
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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

Jacksonville Transit Authority Attn: Teresa Lind PO BOX 0, 121 West Forsyth Street Suite 200 Jacksonville FL 32202 USA

Aon Risk Services South Inc.

ENDORSEMENT #052

This endorsement, effective 12:01 a.m., March 4, 2015 forms a part of Policy No. GEC001076113 issued to ARCADIS U.S., INC. AND RTKL ASSOCIATES, INC. AND CALLISON ARCHITECTURAL HOLDING, LLC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

Advanced written notice will be mailed or delivered to person(s) or entity(ies) shown in the Schedule below at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason

	Schedule									
Name of Person(s) or Entity(is	es)	Mailing Address:								
AS PER SCHEDULE ON FIL	E WITH	AS PER SCHEDULE ON FILE WITH COMPANY								
										

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #039

This endorsement, effective 12:01 a.m., March 4, 2015 forms a part of Policy No. AEC001075813 issued to ARCADIS U.S., INC. AND RTKL ASSOCIATES, INC. AND CALLISON ARCHITECTURAL HOLDING, LLC by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

Advanced written notice will be mailed or delivered to person(s) or entity(ies) shown in the Schedule below at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason

So	hedule
Name of Person(s) or Entity(ies)	Mailing Address:
AS PER SCHEDULE ON FILE WITH COMPANY	AS PER SCHEDULE ON FILE WITH COMPANY

All other terms and conditions of the Policy remain unchanged.

This endorsement,	effective	12:01 a.m.,	January	1, 2015	forms a part of
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Policy No. RWD943516309

issued to ARCADIS U.S., INC.

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below.

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30
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All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective January 1, 2015 Policy No. RWD943516309 Endorsement No. Insured ARCADIS U.S., INC. Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by ____

WC 99 06 57 Ed. 12/10

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ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 06/04/2015

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.

		prepared for a party who has an insu	rable interes		erty, do not use thi	s fo	m. Use ACORD 27 or	ACORD 28.	
	JCER			CONTACT NAME:					
	Risk Services South, Inc.			PHONE (A/C, No. Ext):	(866) 283-7122		FAX 800-3	63-0105	
	klin TN Office Corporate Centre Drive			E-MAIL					
uite	e 300			ADDRESS: PRODUCER					
	klin TN 37067 USA			PRODUCER CUSTOMER ID	<u>*:</u> 570000005571				
	<u> </u>						RDING COVERAGE		NAIC#
SURE	ĘD.			INSURER A: Hudson Insurance Company 250					
rcae	dis U.S, Inc.			INSURER B:					ļ
	Plaza Drive			INSURER C:					
	e 200 Tands Ranch CO 80129 USA			INSURER D: INSURER E:					
. 5	Tarios Raireir es tolles est			INSURER F:					
		OFFICIAL TENUMENTS	F700F701			- 1	OLON NUMBER		
	VERAGES	CERTIFICATE NUMBER: PERTY (Attach ACORD 101, Additional Remarks Sc				EV	SION NUMBER:		
THI INC	IS IS TO CERTIFY THAT THE PO DICATED, NOTWITHSTANDING PRTIFICATE MAY BE ISSUED OF	rnan B]vd., City Contract No. DLICIES OF INSURANCE LISTED BE ANY REQUIREMENT, TERM OR COI MAY PERTAIN, THE INSURANCE IF SUCH POLICIES, LIMITS SHOWN N	LOW HAVE NDITION OF AFFORDED	ANY CONT BY THE PO	RACT OR OTHER LICIES DESCRIBE	DOC D H	UMENT WITH RESPE	CT TO WHI	CH THIS
ISR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY	EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YYYY)		COVERED PROPERTY	LIM	IITS
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L	BASIC BUILDING								
- [BROAD CONTENTS		1				EXTRA EXPENSE		
ŀ	SPECIAL					L	RENTAL VALUE		
ŀ						Г	BLANKET BUILDING		
Į	EARTHQUAKE						BLANKET PERS PROP		
	WIND					⊢	BLANKET BLDG & PP		
	FLOOD					L.	BLANKET BLUG & FF		
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	TYPE OF POLICY								_
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ECIA	AL CONDITIONS / OTHER COVERAGES	Attach ACORD 101, Additional Remarks Scheo	juje, if more spa	ace is required	<u>. </u>	Ь	<u> </u>		
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<u>CEI</u>	RTIFICATE HOLDER Jacksonville Transit	Authority	S		OF THE ABOVE DE		IBED POLICIES BE CAN ILL BE DELIVERED IN A		
	Attn: Teresa Lind PO Box 0, 121 West F	•	AUTH	HORIZED REPRE	SENTATIVE	-	Rish Services		

AGENCY CUSTOMER ID: 570000005571



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY		NAMED INSURED
Aon Risk Services South, Inc.		Arcadis U.S, Inc.
See Certificate Number: 57005791353	39	
CARRIER	NAIC CODE	
See Certificate Number: 57005791353	39	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,					
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Pr	operty Insurar				
IN SURER(S) AFFORDING COVERAGE	NAIC#				
INSURER					

If a policy below does not include limit information, refer to the corresponding policy on the ACORD ADDITIONAL POLICIES certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY					
А	x All Risk w/Excl	HCS101051	01/01/2015	01/01/2016	Valuable Papers	\$10,000
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				ľ		'
			t I			

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/03/2015

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).

Total de l'olabi il lica di dabil cilab <u>rosmoni</u> (o).			
PRODUCER	CONTACT NAME:		
Aon Risk Services South, Inc. Franklin TN Office	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-		
501 Corporate Centre Drive Suite 300	E-MAIL ADDRESS:		
Franklin TN 37067 USA	INSURER(S) AFFORDING COVERAGE		
INSURED	INSURER A: Lexington Insurance Company	19437	
Arcadis U.S. Inc.	INSURER B: Steadfast Insurance Company		
630 Plaza Drive Suite 200	INSURER C:		
Highlands Ranch CO 80129 USA	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 570057696754	REVISION NUMBER:
THIS IS TO CERTIFY THA	AT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN	ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHST	ANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY C	CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CEDTIFICATE MAY BE IS	COLLED OD MAY DEDTAIN THE INCLIDANCE ACCORDED BY TH	JE DOLICIES DESCRIBED MEDEIN IS SUBJECT TO ALL THE TERMS

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested POLICY EFF POLICY EXP POLICY NUMBER TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER:
POLICY PROJECT LOC GENERAL AGGREGATE PRODUCTS - COMP/OP AGG

OTHER AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT BODILY INJURY (Per person) ANY AUTO SCHEDULED. ALL OWNED BODILY INJURY (Per accident) PROPERTY DAMAGE NON-OWNED HIRED AUTOS EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE

DED RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTH-PER STATUTE ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT NIA E.L. DISEASE-EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE-POLICY LIMIT IPR929693801 \$1,000,000 06/01/2015 06/01/2016 Each Claim Contractor Poll Prof/Poll Liability Annual Aggregate \$1,000,000 SIR applies per policy terms & conditions

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

RE: JK004044.0003, Kernan Blvd City Contract No. 3704-20. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

ERTIFICATE HOLDER	CANCELLATION
EKTIFICATE NOLDEK	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.

City of Jacksonville Attn: Ivy Dwyer-Frazee 117 W. Duval Street, Suite 480 Jacksonville FL 32202 USA

. Ann Prist Saraines South . Inc

C

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: 57000005571

LOC#:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

		NAMEDINSURED Arcadis U.S, Inc.					
POLICY NUMBER See Certificate Number: 570057898754							
CARRIER			NAIC CODE		· · · · · · · · · · · · · · · · · · ·		
See Certificate Number:	570057898	3754		EFFECTIVE DATE:	,		
ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,							
FORM NUMBER: ACORD 25							
INSURER(S) AFFORDING COVERAGE				NAIC#			
INSURER							
INSURER							
INSURER							
INSURER	<u>.</u>						
ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.							
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIV DATE (MM/DD/YY	/E EXPIRATION DATE	LIM	ITS
OTHER	· -						
X Claims-Made							
X Professional t	iabil .						
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X Pollution Lial	oility						
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Street, Boston MA 02110 or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

K. INSPECTION

The Company shall be permitted but not obligated to inspect, sample, and monitor on a continuing basis the Insured's property or operations, at any time. Neither the Company's right to make inspections, sample, and monitor, nor the actual undertaking, thereof nor any report thereon, shall constitute an undertaking, on behalf of the Insured or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

L. SOLE AGENT

The Named Insured first listed in Item 1 of the Declarations shall act on behalf of all other Insureds, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, and giving and receiving notice of cancellation or nonrenewal.

M. ASSIGNMENT

This Policy shall not be assigned without the prior written consent of the Company. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed onto this Policy.

N. SUBROGATION

If there is a payment made by the Company, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization. The Insured shall cooperate with the Company and do whatever is necessary to secure these rights. The Insured shall do nothing after a claim to waive or prejudice such rights. The Company agrees to waive this right of subrogation against the client of the Insured or other parties to the extent that the Insured had, prior to Claim, a written agreement to waive such rights.

O. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right 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.

P. CANCELLATION

This Policy is non-cancellable by either the Named Insured or the Company, except the Company can cancel this Policy for non-payment of premium. In the event the Company does cancel this Policy for non-payment of premium, the Named Insured shall be entitled to ten (10) days written notice of cancellation from the Company, at the address last known to the Company.

If the Company cancels, earned premium shall be computed pro-rata.

Proof of mailing of any notice of cancellation shall be sufficient proof of notice. The effective date of cancellation terminates the **Policy Period**. Return of unearned premium is not a condition of cancellation. Unearned premium shall be returned by the Company as soon as practicable.

Q. ARBITRATION