

Meeting Date: 4/26/2016

Report Type: Consent

Report ID: 2016-00370

Title: Supplemental Agreement No. 1: Landfill General Engineering Technical Support Services

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 1 to City Agreement No. 2015-2025 with SCS Engineers for engineering technical support services for City landfills in an amount not to exceed \$823,620 for a revised total contract amount not to exceed \$1,403,320.

Contact: Terrance Davis, Integrated Waste General Manager, (916) 808-4949, Department of Public Works

Presenter: None

Department: Public Works Department

Division:

Dept ID:

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form
Audreyell A. Anderson
4/15/2016 3:50:56 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 4/7/2016 4:14:03 PM

Description/Analysis

Issue Detail: On November 24, 2015, City Council passed Motion No. 2015-0299 authorizing the City Manager to execute a three-year professional services agreement, #2015-2025 (the “Agreement”), with SCS Engineers for engineering technical support services for the following closed landfills: the 28th Street Landfill, Old Elvas Landfill, and the Dellar Landfill.

The City is required by state law to monitor, report, and provide operations and maintenance services (O&M) for closed landfills above. While City staff performs the majority of this work, SCS Engineers provide necessary professional engineering support services to comply with annual landfill regulatory requirements and new compliance orders, including:

- Implementation of the Waste Discharge Requirements (WDR) for the Dellar Landfill
- Completion of methane gas remediation efforts at the 28th Street Landfill
- Provision of support services to comply with the groundwater Cleanup and Abatement Order (the “CAO”) from the Central Valley Regional Water Quality Control Board (“Water Board”) at the 28th Street Landfill

Due to unanticipated requirements from the Water Board to comply with the fluid and fast moving deadlines of the CAO, funding under the current agreement with SCS Engineers is depleting quickly. City Council approval is required to increase the total not-to-exceed amount of the original agreement, #2015-2025, by \$823,620 for a new not-to-exceed amount of \$1,403,320 to allow compliance activities already in progress to continue and meet approaching regulatory deadlines.

Policy Considerations: The recommendation in this report is in accordance with City Code Chapter 3.64.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The recommendation in this report is not subject to CEQA because it does not constitute a “project” as defined in section 15378 of the CEQA Guidelines.

Sustainability: Approval of Supplemental Agreement No. 1 with SCS Engineers will support the reduction of greenhouse gas production by methane gas generated at City landfills and will help protect groundwater near City landfills.

Commission/Committee Action: None

Rationale for Recommendation: SCS Engineers is an industry leader in solid waste and landfill engineering, and has been assisting the City for nearly 20 years. SCS Engineers is the design engineer of the Closure and Post Closure Maintenance Plan (“CPCMP”) for the Dellar Landfill and the Amended CPCMP for the 28th Street Landfill, and has the historical knowledge of the unique challenges the City faces with meeting increased air quality, groundwater, and landfill gas regulatory compliance standards at the three closed landfills.

The groundwater testing requirements necessary to comply with the CAO were more extensive and complicated than originally contemplated in City Agreement 2015-2025 and required the use of funds allocated to several other contract tasks to meet tight compliance deadlines set forth by the Water Board. The City’s fulfillment of regulatory obligations associated with the CAO are ongoing and could change significantly pending CVRWQCB feedback from groundwater testing results the City submitted on March 30, 2016.

Supplemental Agreement No. 1 to City Agreement No. 2015-2025 includes funding to replenish contract tasks for other regulatory compliance activities, including the fulfillment of the Dellar Landfill WDR and the 28th Street Landfill gas remediation project. The Supplemental Agreement also provides contingency funds for meeting future, unknown requirements from the Water Board to comply with the CAO.

Financial Considerations: Supplemental Agreement No. 1 to City Agreement No. 2015-2025 will increase the contract amount by \$823,620 for a revised total contract amount not to exceed \$1,403,320, while leaving the original three-year term unchanged. Sufficient funding exists in the FY2015/16 Department of Public Works operating budget (Solid Waste Fund, Fund 6007) for services through June 30, 2016. Contract services after June 30, 2016 are subject to funding availability in the budgets adopted for the applicable fiscal year.

Local Business Enterprise (LBE): SCS Engineers is not an LBE. The minimum LBE participation requirement was waived by the Director of Public Works on October 2, 2015 when the RFP was issued that resulted in City Agreement No. 2015-2025. At the time, staff determined the waiver was in the City’s best interest as a broad search conducted by staff within the local area revealed that the vendors with the necessary, extensive experience with the City’s landfills were located one-mile outside the City’s LBE boundary. Due to the complexity of the engineering work, necessary knowledge of stringent California law and regulations for landfills, and the tight regulatory deadlines needed to complete landfill projects, it was in the City’s best interest to ensure the applicants were not limited by office location.



Requires Council Approval:

No YES

Meeting:

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Professional Services Agreement PO Type: Formal Bid - Professional Service Not to Exceed: \$1,403,320	Attachment: No.: Original Doc Number:
Other Party: SCS Engineers	Certified Copies of Document: 1
Project Name: City Landfill Engineering Services	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: Bid Transaction #: P16155771001	E/SBE:

Department Information

Department: **Public Works** Division: **Recycling & Solid Waste**
 Contract Manager: **David Levine** Project Mgr: **Terrance Davis**
 Contract Services: **Melissa Mowry** Director: **Jerry Way**
 Phone Number: **(916) 808-4931** Org Number: **15005771**

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>David Levine</i>	4/5/16
Budget Review:	<i>DLR</i>	4/4/16
Contract Services:	<i>Melissa Mowry</i>	4/4/16

City Attorney	Signature or Initial	Date
City Attorney:	<i>Jerry Way</i>	4/6/2016

Send Interoffice Mail to Jerry Way (15000)

Notify for Pick Up

Authorization	Signature or Initial	Date
Jerry Way Director, Public Works:		
City Mgr: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

For City Clerk Processing

Finalized:
Initial:
Date:

Imaged:
Initial:
Date:

Received:
(City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (Approved On-Call Contractors – Orange*) (01-01-09)

Resolution No. / Date

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Landfill General Engineering Technical Support Services

Date: March 31, 2016

Purchase Order #:

Supplemental Agreement No.: 01

The City of Sacramento ("City") and SCS Engineers ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-2025, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

There are no amendments to the Score of Services specified in Exhibit A of the Agreement.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$823,620, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$579,700
Net change by previous supplemental agreements:	\$0
Not-to-exceed amount prior to this supplemental agreement:	\$579,700
Increase by this supplemental agreement:	\$823,620
New not-to exceed amount including all supplemental agreements:	\$1,403,320

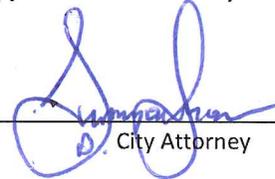
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:



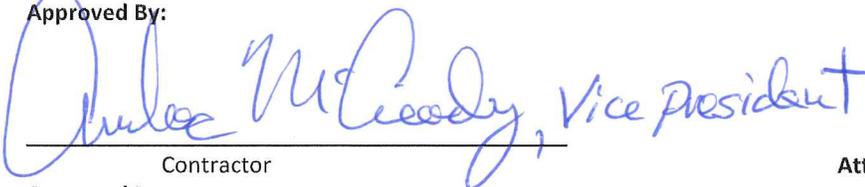
Project Manager

Approved As To Form By:



City Attorney

Approved By:



Contractor

Attested To By:

Approved By:

City of Sacramento

City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/18/2016

Holder Identifier : ABCF

Certificate No : 570061477060



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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURED SCS Engineers 3900 Kilroy Airport Way, Suite 100 Long Beach CA 90806-6816 USA	INSURER A: Zurich American Ins Co NAIC # 16535	
	INSURER B: Steadfast Insurance Company 26387	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570061477060** **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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL0011277801	03/31/2016	03/31/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0112780-01	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC011277901	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Env Prof (E&O)			IPR379235301 Prof/Poll Liab SIR applies per policy terms & conditions	03/31/2016	03/31/2017	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job: General Engineering and Consulting Services for any and all projects with the City of Sacramento, including but not limited to 28th St. Landfill, Dellar Landfill and Old Elvas Landfill. City of Sacramento, its officials, employees and volunteers are included as Additional Insured as respects to General Liability and Auto Liability as required by written contract. The insurance provided shall be primary and any other insurance maintained by the Additional Insured is excess and non-contributory.

CERTIFICATE HOLDER City of Sacramento c/o EBIX BPO P.O. Box 257, Ref #106-2334256 Portland MI 48875-0257 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0112778-01	03/31/2016	03/31/2017	03/31/2016			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Address (including ZIP Code): 3900 Kilroy Airport Way, Ste. 100, Long Beach, CA 90806

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

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

Primary and Noncontributory insurance

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

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

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

This insurance is excess over:

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

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE LOSS.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

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

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

Named Insured: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.
Endorsement Effective Date: 04/01/2016

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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: 04/01/2016	Endorsement No.
	Policy No. WC 0112779-01	
Insured: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.		Premium \$

Insurance Company: Zurich American Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on: 04/01/2016 at 12:01 A.M. standard time, forms a part of

Policy No. WC 0112779-01 Endorsement No.

of the: Zurich American Insurance Company

issued to: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Premium (if any) \$

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION