Attachment F

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AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND WHITSON AND ASSOCIATES, INC. DBA WHITSON ENGINEERS

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-13085 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Whitson and Associates, Inc. dba Whitson Engineers (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-13085 with County on April 14, 2016 (hereinafter, "Agreement") to provide a Final Design of the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (hereinafter, "Project") for a term beginning April 13, 2016 through December 31, 2017 for an amount not to exceed \$1,113,987; and

WHEREAS, Agreement was amended by the Parties on January 3, 2018 (hereinafter, "Amendment No. 1") to extend the term for approximately six (6) additional months through June 18, 2018 with no associated dollar amount increase; and

WHEREAS, Agreement was amended by the Parties on March 2, 2018 (hereinafter, "Amendment No. 2", including Exhibit A-1 - Scope of Services/Payment Provisions and Exhibit E - State Coastal Conservancy Agreement No. 17-024) to extend the term for approximately eighteen (18) additional months through December 31, 2019 and to increase the amount by \$56,000 which resulted in a total not to exceed amount of \$1,169,987; and

WHEREAS, the comprehensive evaluation of Project alternatives and potential impacts have been completed; and

WHEREAS, the environmental review process and technical analysis for the Project has been delayed due to on-going coordination with adjacent landowners and regulatory agencies; and

WHEREAS, the term of Exhibit B, SAP Contract No. 4600010665, of Agreement has been extended to December 31, 2022; and

WHEREAS, Exhibit C, Wildlife Conservation Board Grant Agreement WC-1059CF, and Exhibit E, State Coastal Conservancy Agreement No. 17-024, of Agreement are hereby removed from the Agreement in their entirety; and

WHEREAS, additional time is necessary to allow County to identify new funding and for the Parties to identify new tasks that have resulted from the comprehensive evaluation of the Project; and

Page 1 of 4 Amendment No. 3 to Professional Services Agreement No. A-13085 Whitson and Associates, Inc. dba Whitson Engineers Final Design of the CRFREE Project RMA Term: April 13, 2016 – December 31, 2022 Not to Exceed; \$1,169,987 WHEREAS, the Parties wish to further amend the Agreement to extend the term for three (3) additional years to December 31, 2022 with no associated dollar amount increase to allow CONTRACTOR to continue with the Project identified in the Agreement and as amended by this Amendment No. 3.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from <u>April 13, 2016</u> to <u>December 31, 2022</u>, unless sooner terminated pursuant to the terms of this Agreement.

- 2. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit B-1 Amendment No. 1 to SAP Contract No. 4600010665", effective June 18, 2018.
- 3. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit C Wildlife Conservation Board Grant Agreement WC-1059CF", effective January 1, 2019 and "Exhibit E - State Coastal Conservancy Agreement No. 17-024", effective January 1, 2020.
- 4. Amend Section 8.02, <u>"Indemnification for Design Professional Services Claims"</u>, of Paragraph 8, "Indemnification", to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

5. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*2218, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to <u>RMA-Finance-AP-GP@co.monterey.ca.us</u>:

Page 2 of 4 Amendment No. 3 to Professional Services Agreement No. A-13085 Whitson and Associates, Inc. dba Whitson Engineers Final Design of the CRFREE Project RMA Term: April 13, 2016 – December 31, 2022 Not to Exceed: \$1,169,987

County of Monterey Resource Management Agency (RMA) – Finance Division 1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: <u>RMA-Finance-AP-GP@co.monterey.ca.us.</u>

- 6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- 7. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 8. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

Page 3 of 4 Amendment No. 3 to Professional Services Agreement No. A-13085 Whitson and Associates, Inc. dba Whitson Engineers Final Design of the CRFREE Project RMA Term: April 13, 2016 – December 31, 2022 Not to Exceed: \$1,169,987 IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below. **COUNTY OF MONTEREY CONTRACTOR***

Whitson and Associates, Inc. By: dba Whitson Engineers Contractor's Business Name Carl P. Holm **RMA** Director 20) Date: By: (Signature of Chair, President or Vice President) Approved as to Form and Legality leber Its: Office of the County Counsel-Risk Manager Print Name and Title Leslie J. Girard, County Counsel-Risk Manager Date: By: Brian P. Briggs Deputy County Counsel By: ture of Secretary, Asst. Secretary, CFO Treasurer or Asst. Treasuror) Date: Its: **Approved as to Fiscal Provisions** Date: By: Auditor/Controller 12/5/2019 Date: Approved as to Indemnity and Insurance Provisions Office of the County Counsel-Risk Manager Leslie J. Girard, County Counsel-Risk Manager By: Name:

Title:

Date:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Page 4 of 4

EXHIBIT B-1 - AMENDMENT NO. 1 TO SAP CONTRACT NO. 4600010665

:

1

STATE OF CALIFORNIA THE NATURAL RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES

Amendment No. 1

То

FUNDING AGREEMENT

BETWEEN

THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES

AND

MONTEREY COUNTY

FOR THE

CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT

FUNDED UNDER THE FLOOD CORRIDOR PROGRAM GRANT (CONTRACT NO. 4600010665)

EXHIBIT B-1 – AMENDMENT NO. 1 TO SAP CONTRACT NO. 4600010665

SAP Contract No. 4600010665

THIS AMENDMENT NO. 1 to the AGREEMENT, entered into by and between the State of California, acting by and through the Department of Water Resources (hereinafter referred to as the "State) and Monterey County (hereinafter referred to as the "Grantee"), duly organized, existing and acting pursuant to the laws thereof, which parties do hereby agree as follows:

The original Agreement dated June 18, 2014, remains binding with the following modifications:

1. SECTION 2 TERM OF AGREEMENT is amended as follows:

Replace the first two sentences with "This Agreement shall remain in effect until December 31, 2022."

2. SECTION 7 METHOD OF PAYMENT

Replace "State of California, Department of Water Resources, 3463 El Camino Avenue, Room 200, Sacramento, CA 95821, to the attention of David Wright, Project Manager for the State." with "State of California, Department of Water Resources, 3310 El Camino Avenue, Suite 145, Sacramento, CA 95821, to the attention of Andrew Isner, c/o Cheryl Bates, Flood Corridor Program."

3. SECTION 13 PROJECT OFFICIALS AND NOTICES is amended as follows:

Replace "David Wright" as the State Project Manager with "Andrew Isner," Replace "Benny Young" as the Grantee's Program Manager with "Carl Holm" Replace "John Ford" as the Grantee Project Manager with "Melanie Beretti."

The sixth paragraph providing the addresses for notice shall be amended as follows;

Notices required to be given to the State in writing by the Grantee under this Agreement shall be sent to:

Andrew Isner, c/o Cheryl Bates California Department of Water Resources 3310 El Camino Avenue, Suite 145 Sacramento, CA 95821

Notices required to be given to the Grantee in writing by the State under this Agreement shall be sent to:

Carl P. Holm, Director Monterey County Resource Management Agency 1441 Schilling Place, South 2nd Floor Salinas, CA 93901-4527

4. EXHIBIT C, III, Task 4, Subtask 4.1 is amended as follows:

Subtask 4.1 Preparation and Review of CEQA/NEPA Document

An environmental review in accordance with CEQA and NEPA will be prepared. The County of Monterey will function as Lead agency for the CEQA document and the

Page 2 of 4

EXHIBIT B-1 - AMENDMENT NO. 1 TO SAP CONTRACT NO. 4600010665

SAP Contract No. 4600010665

United State Fish and Wildlife Service, in cooperation with Caltrans will coordinate the NEPA document.

Deliverable: Final EiR.

5. EXHIBIT C, IV. SCHEDULE is amended as follows: Exhibit C, IV. Schedule is replaced in its entirety with the Exhibit C, IV. Schedule Attached. End date for the project has been changed to December 31, 2022.

 IN WITNESS HEREOF is amended as follows: Replace "Benny Young" with "Carl P. Holm" Replace "Cynthia L. Hasson" with "Wendy S, Strimling" Replace "Keith Swanson" with "Jon Ericson"

All other terms and conditions of the Agreement, as amended, remain unchanged.

Page 3 of 4

Whitson and Associates, Inc. dba Whitson Engineers Final Design of the CRFREE Project RMA

EXHIBIT B-1 - AMENDMENT NO, 1 TO SAP CONTRACT NO. 4600010665

SAP Contract No. 4600010665

IN WITNESS HEREOF, the following authorized representatives have executed this Amendment as of the date of the final signature below.

GRANTEE MONTEREY COUNTY

By:

4

Carl P. Holm, Director Resource Management Agency

STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES

By;

Jon Ericson, Chief, Division of Flood Management

652018 Date:

06/18/ 2018 Date:

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency

Wendy S. Striphling, Senior Deputy County

Date: _

Robin E. Brewer, Assistant Chief Counsel

mos Levente for

Date: 6-14-18

Bv



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME: Jo Lusk						
Dealey, Renton & Associates	HONE (AC, No. Ext): 510-465-3090 FAX (A/C, No): 510-452-2193						
P. O. Box 12675 Oakland CA 94604-2675		E-MAIL Appress: Certificates@dealevrenton.com					
		INSURER(S) AFFORDING COVERAGE NAIC #					
		INSURER A : Travelers Property Casualty Company of America 25674					
WALLTOENOI4		INSURER B : NAVIGATORS INSURANCE COMPANY 42307					
Whitson and Associates, Inc.		INSURER C :					
dba Whitson Engineers 6 Harris Court		INSURER D :					
Monterey CA 93940		INSURER E :					
COVERAGES CERTIFICATE	INSURER F : 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 TYPE OF INSURANCE ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
A X COMMERCIAL GENERAL LIABILITY Y Y	6806H441757	11/1/2019	11/1/2020	EACH OCCURRENCE	\$ 1,000	,000	
CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	,000	
				MED EXP (Any one person)	\$ 10,00	0	
				PERSONAL & ADV INJURY	\$ 1,000	,000	
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000	,000	
POLICY X PRO- JECT LOC	LOC			PRODUCTS - COMP/OP AGG	\$ 2,000	,000	
OTHER:	OTHER:		_		\$		
A AUTOMOBILE LIABILITY Y Y	A AUTOMOBILE LIABILITY Y Y BA3E066334		11/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000	
X ANY AUTO				BODILY INJURY (Per person)	\$		
OWNED AUTOS ONLY AUTOS				ODILY INJURY (Per accident) \$			
X HIRED X NON-OWNED AUTOS ONLY X AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$		
					\$		
A X UMBRELLA LIAB X OCCUR	CUP8D068578	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 3,000,000		,000	
EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$ 3,000	,000	
DED RETENTION S					\$		
A WORKERS COMPENSATION Y			11/1/2020	X PER OTH- STATUTE ER	OTH- ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$ 1,000,000		
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	EE \$ 1,000,000		
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$1,000	,000	
B Professional Liability	CM19DPL054051IV	11/1/2019	11/1/2020	\$1,000,000 \$3,000,000	per C		
				45,000,000	Annua	al Aggregate	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) County of Monterey, its agents, officers and employees are named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General/auto Liability is Primary/Non-Contributory per attached endorsements.							
CERTIFICATE HOLDER CAN			CANCELLATION 30 Day Notice of Cancellation				
County of Monterey	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
1441 Schilling Place, South 2nd Floo Salinas CA 93901	AUTHORIZED REPRESENTATIVE						
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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):



Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

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

OTHER INSURANCE – ADDITIONAL INSUREDS – PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., Primary Insurance, of SECTION IV – COMMERCIAL GEN-ERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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 "productscompleted operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

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: Whitson and Associates, Inc.

Endorsement Effective Date: 11/1/2019

SCHEDULE

Name Of Person(s) Or Organization(s): County of Monterey, its agents, officers and employees

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.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES COUNTY OF MONTEREY 1441 SCHILLING PLACE, SOUTH 2ND FLOOR SALINAS CA 93901

PROVISIONS

1. The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured". The following is added to Paragraph 5., Other Insurance, in B., General Conditions, of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76(00) - 001

POLICY NUMBER: UB7J637993

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (BLANKET WAIVER)

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.

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 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

County of Monterey 1441 Schilling Place, South 2nd Floor Salinas CA 93901 Job Description County of Monterey, its agents, officers and employees

DATE OF ISSUE: 11/14/2019

ST ASSIGN: CA

017106