

**AMENDMENT NO. 9
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR RENT**

THIS AMENDMENT NO. 9 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Western Oilfields Supply Company dba Rain for Rent (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 a Standard Agreement with County on April 28, 2016 (hereinafter, “Agreement”) to provide labor and/or equipment rental for common storm water pumping system elements required for storm water pumping projects (hereinafter, “services”) as needed by the County of Monterey, Department of Public Works, Facilities, & Parks through September 30, 2017 for an amount not to exceed \$10,000; and

WHEREAS, Agreement was amended by the Parties on September 13, 2017 (hereinafter, “Amendment No. 1”, including Exhibit A-1, Revised Rate Sheet) to extend the term for three (3) additional years through September 30, 2020, to update the Rate Sheet effective October 1, 2017, and to increase the amount by \$30,000 which resulted in a total not to exceed amount of \$40,000; and

WHEREAS, Agreement was amended by the Parties on September 28, 2020 (hereinafter, “Amendment No. 2”) to extend the term for seven (7) additional months through April 30, 2021 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 25, 2021 (hereinafter, “Amendment No. 3”) to extend the term for one (1) additional year through April 30, 2022 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on April 29, 2022 (hereinafter, “Amendment No. 4”) to update provisions, to extend the term for six (6) additional months through October 30, 2022, and to increase the amount by \$60,000 which resulted in a total not to exceed amount of \$100,000; and

WHEREAS, Agreement was amended by the Parties on October 31, 2022 (hereinafter, “Amendment No. 5”, including Exhibit A-2 – Revised Rate Sheet) to update the Revised Rate Sheet effective October 31, 2022 and to extend the term for eight (8) additional months through June 30, 2023 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 21, 2023 (hereinafter, “Amendment No. 6”, including Exhibit B – Federal Emergency Management Agency Provisions) to extend the

term for ten (10) additional months through April 30, 2024 and to increase the amount by \$85,000 which resulted in a total not to exceed amount of \$185,000; and

WHEREAS, Agreement was amended by the Parties on August 10, 2023 (hereinafter, “Amendment No. 7”) to increase the amount by \$165,000 which resulted in a total not to exceed amount of \$350,000 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on March 29, 2024 (hereinafter, “Amendment No. 8”) to update various provisions and extend the term for one (1) additional year through April 30, 2025 with no increase in the not to exceed amount; and

WHEREAS, various provisions of the Agreement require an update; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties agree to amend the original scope of the Agreement to include emergency services and associated hourly rates as included in accordance with Exhibit A-3 – Scope of Services/Payment Provisions, which is attached and incorporated by this reference, effective May 1, 2025; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update various provisions, include emergency services and associated hourly rates as per Exhibit A-3, effective May 1, 2025, and extend the term for one (1) additional year to April 30, 2026 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 9.

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

1. Amend Section 1.01 under Paragraph 1.0, “General Description”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-3 in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide labor and/or equipment rental, and emergency services for common storm water pumping system elements required for storm water pumping projects as needed by the County of Monterey – Department of Public Works, Facilities and Parks.

2. Amend the first sentence of Section 2.01 under Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2 and A-3, subject to the limitations set forth in this Agreement.

3. Amend the first sentence of Section 3.01 under Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from May 1, 2016 to April 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-3 – Scope of Services/Payment Provisions", effective May 1, 2025.

5. Amend Paragraph 6.0, "Payment Conditions", to add Section 6.05 to read as follows:

CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

6. Amend "Auto Liability Coverage" paragraph of Section 9.03, "Insurance Coverage Requirements", of Paragraph 9.0, "Insurance Requirements", to read as follows:

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

7. Amend paragraphs 3, 4, 5 and 6 of Section 9.04, "Other Requirements", of Paragraph 9.0, "Insurance Requirements", to read as follows:

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to

liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

8. Amend Paragraph 10.0 “Records and Confidentiality”, to add Section 10.06, “Format of Deliverables” to read as follows:

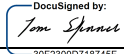
For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

9. Any reference to Section 11.1 of Paragraph 11.0, “Non-Discrimination”, shall be deemed to be Section 11.01 in Agreement.
10. In all places within the Agreement, any reference to Department of Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks (PWFP).
11. In all places within the Agreement, any reference to County’s email address of PWFP-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@countyofmonterey.gov.
12. All other terms and conditions of the Agreement remain unchanged and in full force.
13. This Amendment No. 9 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
14. The recitals to this Amendment No. 9 are incorporated into the Agreement and this Amendment No. 9.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

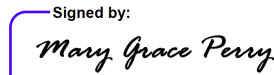
COUNTY OF MONTEREY

Debra R. Wilson, Contracts/Purchasing Officer

By: 
Its: Tom Skinner Contracts/Purchasing Supervisor
(Print Name and Title)


Date: 4/29/2025 | 12:07 PM PDT

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: 
Its: Mary Grace Perry
Deputy County Counsel

Date: 4/29/2025 | 9:36 AM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: 
Its: Patricia Ruiz Auditor Controller Analyst I
(Print Name and Title)

Date: 4/29/2025 | 9:54 AM PDT

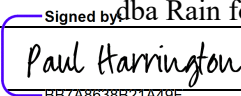
Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, County Counsel

By: _____
David Bolton
Risk Manager

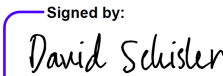
Date: _____

CONTRACTOR*

Western Oilfields Supply Company
dba Rain for Rent

By: 
Its: Paul Harrington, President/CEO
(Print Name and Title)

Date: 4/29/2025 | 7:49 AM PDT

By: 
Its: David Schisler,
Assistant Corporate Secretary
(Print Name and Title)

Date: 4/25/2025 | 11:19 AM PDT

*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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Western Oilfields Supply Company dba Rain for Rent, hereinafter referred to as
“CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide emergency services as requested, twenty-four (24) hours each day, seven (7) days each week. CONTRACTOR shall respond to emergency service requests and may be required during evenings, weekends, and holidays. An emergency service request means the County has communicated an order for equipment, parts, or services to the CONTRACTOR and the CONTRACTOR has confirmed receipt of the request. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order placement and will be based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damage to CONTRACTOR’s facility and/or equipment, will be taken into consideration.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

CONTRACTOR's compensation for emergency services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR’s Emergency Services Rates

Effective May 1, 2025 through April 30, 2026

Labor Rate Description	Hourly Rate	OT	DT
Field Technician I, II, III	\$ 155.00	\$ 232.50	\$ 310.00

Transportation Rates	Hourly Rate	OT	DT
Delivery Hauling	\$ 175.00	\$ 262.50	\$ 350.00

*OT: Overtime; DT: Double Time

The base rates in this Exhibit A-3 shall supersede any existing labor rates for emergency services rendered, with a 4-hour minimum for any after-hours labor.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Terms and Conditions

- A cycle is defined as 28 days. The weekly and/or daily rate for equipment is listed when equipment is eligible for less than cycle rates.
- Customer will use Rain For Rent's equipment in a careful and proper manner and in accordance with safety rules, industry standards, manufacturer's specifications, recommendations, regulations and applicable laws.
- All material that comes in contact with Rain For Rent's equipment including media is the responsibility of Customer as generator. Rain For Rent shall not be responsible for any fines or sanctions as a result of Customer's use of equipment.
- The rental rate for pumps and equipment with hour meters is based on an 8-hour day or 48-hour running week. The rental rate will be multiplied by 1.5 for greater than 8 hours per day or 49-96 operating hours per week and multiplied by 2.0 for more than 16 hours per day or 96 operating hours per week. Customer will be invoiced for 24 hours per day if the hour meter has stopped functioning.
- An Environmental Recovery Fee shall apply to all rental charges invoiced pursuant to this Quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits and obtaining licenses.
- Rental equipment will be quoted on a project by project basis.

Additional Terms and Conditions for Transportation and Labor

- Transportation rates and additional labor will be quoted on a project by project basis.
- Customer will be invoiced for installation, delivery, return freight and other services based on actual usage/hours.
- A Fuel Surcharge will be invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel/>.
- Overtime will be invoiced at 1.5 times the regular rate for work occurring after 8 hours during the normal work week and outside of normally scheduled business hours and 2.0 times the regular rate for work occurring after 12 hours during the normal work week or on company recognized holidays. All OT rates are based on a 40 hour work week Monday through Friday. All work is assumed to be prevailing wage and billed accordingly.
- There is a 4 hour minimum for any after-hours labor.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000) if applicable.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2025

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 CAC Specialty 320 Fillmore Street, Suite 200 Denver, CO 80206 www.cacgroup.com	CONTACT NAME: Elizabeth Orfila PHONE (A/C, No, Ext): 310-489-8305 E-MAIL ADDRESS: elizabeth.orfila@cacgroup.com INSURER(S) AFFORDING COVERAGE INSURER A: AIG Specialty Insurance Company INSURER B: National Union Fire Ins Co Pittsburgh PA INSURER C: AIU Insurance Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 26883 19445 19399
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COVERAGES**CERTIFICATE NUMBER:** 84346222**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EG7172346	10/1/2024	10/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA7568925 (AOS) CA7568927 (MA)	10/1/2024 10/1/2024	10/1/2025 10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 \$ \$
C	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	N/A	WC014111797 (AOS) WC6583223 (CA)	10/1/2024 10/1/2024	10/1/2025 10/1/2025	<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

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

County of Monterey Standard Agreement

CERTIFICATE HOLDERCounty of Monterey
168 West Alisal Street, 3rd Floor
Salinas CA 91901**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

Grantland Rice III

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY CAC Specialty		NAMED INSURED Western Oilfields Supply Co. DBA Rain for Rent 3404 State Road Bakersfield CA 93308
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,


FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: County of Monterey

ADDRESS: 168 West Alisal Street, 3rd Floor Salinas CA 91901

The County of Monterey, its agents, officers and employees are Additional Insured in regard to General Liability and Automobile Liability on a Primary and Noncontributory basis as required by written contract.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2024
forms a part of Policy No. 756-89-25 
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:


1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2024
forms a part of Policy No. 756-89-25 
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:


BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

 d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

County of Monterey, its agents, officers and employees

ENDORSEMENT


This endorsement, effective 12:01 A.M. 10/01/2024
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

 The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

County of Monterey, its agents, officers and employees



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT NO.16

This endorsement, effective 12:01 AM: October 1, 2024

Forms a part of policy no.: EG 7172346 

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION, NONRENEWAL, OR COVERAGE REDUCTION TO ENTITIES
OTHER THAN THE NAMED INSURED ENDORSEMENT**

It is hereby agreed that the following is added to **SECTION IV - CONDITIONS:**

In the event that we cancel, non-renew or reduce coverage, except for the reduction of policy limits due to the payment of damages, medical expenses, claim expense or **loss** to this Policy, other than non-payment of premium, and

1. the effective date of the cancellation, non-renewal, or reduction in coverage is prior to this Policy's expiration date,
2. you are under an existing contractual obligation to notify a certificate holder when this Policy is canceled, non-renewed, or has a reduction in coverage (hereinafter, the "Certificate Holder(s)") and have provided to us, either directly or through your broker of record, the email address of a contact at each such entity, and
3. we received this information after you received notice of cancellation, non-renewal, or reduction in coverage of this Policy and prior to this Policy's effective date of cancellation, non-renewal, or reduction in coverage, via an electronic spreadsheet that is acceptable to us,

we will provide advice of cancellation, nonrenewal, or reduction in coverage (the "Advice") via e-mail to each such Certificate Holders within 30 days after you provide such information to us.

Proof of our emailing the Advice, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy, the cancellation of this Policy, the non-renewal or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

All other terms, conditions and exclusions remain the same.



**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO. 12

This endorsement, effective 12:01 AM, October 1, 2024

Forms a part of Policy No: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS ENDORSEMENT**

Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY**, it is hereby agreed that **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed for that additional insured(s) and included in the **products-completed operations hazard**.

SCHEDULE

Name of Additional Insured person(s) or Organization(s):

Any party for whom Western Oilfields Supply Company is required to provide additional insured status through use of the Insurance

Location and Description of Completed Operations:

All locations at which the named insured is conducting operations on behalf of the additional insured

County of Monterey, its agents, officers and employees

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

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ENDORSEMENT NO.14

This endorsement, effective 12:01 AM: October 1, 2024

Forms a part of policy no.: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGES A, B, C AND E ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY -
DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

It is hereby agreed as follows, solely as respects the designated person(s) or organization(s), **SECTION II - WHO IS AN INSURED, Applicable Coverages A, B, C and E,** paragraph 4 is deleted in its entirety and replaced with the following:

4. Except as respects to Coverage E-4, the designated person or organization scheduled below with whom you agreed to include as an insured, because of a written contract, written agreement, permit, written purchase order, or written certificate of insurance specifications that are entered into or agreed upon prior to an **occurrence, claim** or loss but only with respect to **bodily injury, property damage, environmental 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, arising out of your operations, **your work**, equipment or premises leased, rented or owned by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

As respects vendors, this insurance does not apply to:

- a. **Bodily injury, property damage or environmental damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,
- b. Any express warranty unauthorized by you,
- c. Any physical or chemical change in the product made intentionally by the vendor,
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,

County of Monterey, its agents, officers and employees

ENDORSEMENT NO. 14 (Continued)

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
- h. **Bodily injury, property damage or environmental damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d. or f. above, or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

As respects a manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver, this insurance does not apply to:

(1) Any **occurrence** which takes place after the equipment lease expires or you cease to be a tenant.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

SCHEDULED ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S)

Blanket - As required by written contract, written agreement, permit, written purchase order, or written certificate of insurance specifications that are entered into or agreed upon prior to an **occurrence, claim** or loss.

➡ As respects the coverage afforded to the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions remain the same.



Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 11

This endorsement, effective 12:01 AM, October 1, 2024

Forms a part of Policy No: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - COVERAGES A, B AND E - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

SCHEDULE

Name of Person(s) or Organization(s):

Any party for whom Western Oilfields Supply Company is required to provide additional insured status through the use of the Insurance Services Office CG2010(11-85) edition or its equivalent in a contract, subcontract, purchase order, master services agreement or other written agreement.

County of Monterey, its agents, officers and employees

It is hereby agreed that:

I. Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.

II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- a. 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
- b. 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.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

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