



Monterey County Board of Supervisors

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Salinas, CA 93901
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www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-14631 ; Amendment No.: 4

- a. Approve Amendment No. 4 to Professional Services Agreement No. A-14631, Multi-Year Agreement #3200*4956, with GHD Inc. to: include additional services associated with professional engineering for the Carmel Valley Road and Laureles Grade Roundabout Project, Request for Proposals #10679; update the Rate Schedule effective February 26, 2025; extend the expiration date for two additional years and a half year through August 31, 2027, for a revised term from February 25, 2020 to August 31, 2027; and increase the not to exceed maximum by \$94,712 to a total amount of \$674,223;
- b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 4 to Professional Services Agreement No. A-14631 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the amount by more than 10% of the approved Agreement amount, subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office; and
- c. Authorize the use of Carmel Valley Traffic Mitigation Fees, Fund 002, Balance Sheet Account 2653, by an increase of \$94,712 for a total amount not to exceed \$674,223 to allow for continued professional engineering services for the Carmel Valley Road and Laureles Grade Roundabout (4/5th vote required). Proposed CEQA Action: Categorically Exempt per CEQA Guidelines Section 15301.

PASSED AND ADOPTED on this 25th day of February 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Askew and Daniels
NOES: None
ABSENT: Supervisor Lopez

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 25, 2025.

Dated: February 25, 2025
File ID: A 25-038
Agenda Item No.: 37

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

A blue ink signature of Vicente Ramirez, Deputy Clerk.

Vicente Ramirez, Deputy

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GHD INC.**

THIS AMENDMENT NO. 4 to Professional Services Agreement No. A-14631 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and GHD Inc. (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-14631 with County on February 28, 2020 (hereinafter, “Agreement”) to provide professional design engineering services (hereinafter, “services”) for the Carmel Valley Road and Laureles Grade Roundabout (hereinafter, “Project”), Request for Proposals (RFP) #10679, through February 25, 2023, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$460,174; and

WHEREAS, Agreement was amended by the Parties on November 15, 2022 (hereinafter, “Amendment No. 1”) to update the provisions and to extend the term for one (1) additional year through February 25, 2024 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on April 21, 2023 (hereinafter, “Amendment No. 2”, including Exhibit A-1 – Scope of Services/Payment Provisions) to update the Rate Schedule, effective February 26, 2024, to extend the term for one (1) additional year through February 25, 2025, and to increase the amount by \$93,966 which resulted in a total not to exceed amount of \$554,140; and

WHEREAS, Agreement was amended by the Parties on September 13, 2023 (hereinafter, “Amendment No. 3”, including Exhibit A-3 – Scope of Services/Payment Provisions) to increase the amount by \$25,371.50 which resulted in a total not to exceed amount of \$579,511.50 with no extension to the term; and

WHEREAS, following CONTRACTOR’s 100% Plans, Specifications and Estimate (PS&E) submittal, County requested changes to the plans and specifications for the Project; and

WHEREAS, completion of the updated 100% PS&E submittal is scheduled in January 2025; and

WHEREAS, the Project has not been completed due to an unanticipated delay caused during the 65% design review which required an investigation to address a public comment received at a community meeting; and

WHEREAS, CONTRACTOR was assigned the task of evaluating and addressing the comments received which entailed assessing for potential impacts, including but not limited to: increased

construction costs, implications for right of way, additional design expenses, and potential effects on the Project schedule; and

WHEREAS, construction of the Project is scheduled to start in June 2025; and

WHEREAS, additional services to the original scope of the Agreement as indicated in “Exhibit A-4 – Scope of Services/Payment Provisions” and incorporated by this reference are necessary to add a final Town Hall Meeting to present Project concepts, update 100% PS&E submittal package, evaluate whether a Temporary Construction Easement instead of a Right of Entry is needed, evaluate transition of the mixed use path to the roadway, evaluate extra potholing results near PG&E gas line and possible re-grading, consider a portable traffic signal during stage construction, addition of a two-way left turn lane near Bernardus Lodge & Spa driveway on Carmel Valley Road, and additional bid support and design support during construction; and

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

WHEREAS, CONTRACTOR’s Rate Schedule requires an update effective February 26, 2025 as indicated in “Exhibit A-5 – Revised Rate Schedule” and incorporated by this reference; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete the additional needed services for completion of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to update various provisions, to update the Rate Schedule, effective February 26, 2025, to extend the term for approximately two (2) additional years and a half year to August 31, 2027, to increase the amount by \$94,712 for a total amount not to exceed \$674,223.50 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

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

1. Amend the first sentence of Paragraph 1, “Services to be Provided”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-1, A-3 and A-4** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, A-2, A-3, A-4 and A-5**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$674,223.50.

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

The term of this Agreement is from February 25, 2020 to August 31, 2027, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-4 – Scope of Services/Payment Provisions” and “Exhibit A-5 – Revised Rate Schedule”, effective February 26, 2025.

5. Amend Paragraph 6, “Payment Conditions” to read as follows:

6.01 Prices/changes shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for price/rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05. CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement. If reimbursement for mileage expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel. If reimbursement for travel expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for

travel expenses as set forth in the applicable U.S. General Services Administration (US GSA) Per Diem Rates for the Primary Destination at the time of travel.

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

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability 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.)

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.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation 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.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability

insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the CONTRACTOR is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

7. Amend Section 9.04, “Other Insurance Requirements”, of Paragraph 9.0, “Insurance Requirements”, to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, 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 Agreement, 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 to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, 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.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance 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 Agreement to add Section 15.18, "Independent Contractor Compliance with Government Code Section 1097.6(c)", under Paragraph 15, "Miscellaneous Provisions", as follows:

CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any

subsequent phase of this project. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

9. 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.
10. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
11. This Amendment No. 4 and all prior amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
12. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 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: Debra Wilson
7B741937AA0D41E...
Its: Debra R Wilson, PhD, CPO
(Print Name and Title)
Date: 2/25/2025 | 2:07 PM PST

CONTRACTOR*

GHD Inc.

Signed by:
By: Kamesh Vedula
5B36872A729D458...
(Signature of Chair, President or Vice President)
Its: Kamesh Vedula, Vice President
(Print Name and Title)
Date: 1/31/2025 | 12:40 PM PST

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

DocuSigned by:
By: Mary Grace Perry, Deputy County Counsel
76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel
Date: 2/5/2025 | 10:37 AM PST

Signed by:
By: Patricia Osoko
6DD562BB73B7461...
(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer)
Its: Patricia Osoko, Secretary
(Print Name and Title)
Date: 2/4/2025 | 10:13 AM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor, Controller

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Its: Auditor Controller Analyst I
(Print Name and Title)
Date: 2/5/2025 | 2:32 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blicht, County Counsel

By: _____
David Bolton
Risk Manager
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.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
GHD Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide additional services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Carmel Valley Road and Laureles Grade Roundabout Project (Project), as set forth below:

PHASE 0 – PROJECT MANAGEMENT		
0.1 PROJECT MANAGEMENT		
0.1.1b The Project timeline has been extended significantly, causing additional time needed to be spent with County staff, CONTRACTOR designers and coordinating with CONTRACTOR’s other subcontractors, and a new Professional Engineer needed to sign the final plans.		\$11,867
0.2 PROJECT INITIATION		\$0
0.3 COORDINATION MEETINGS		\$0
0.3.1a CONTRACTOR staff has been asked to attend a final Town Hall Meeting to discuss the Project concepts. This included several meetings with County staff and preparation of renderings for use as displays.		\$14,360
0.4 DESIGN REVIEW MEETINGS		\$0
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION		\$0
<i>Subtotal Phase 0</i>		<i>\$26,227</i>
PHASE 1 – PRELIMINARY ENGINEERING AND REPORTS		
1.1 DATA COLLECTION		\$0
1.2 GEOTECHNICAL INVESTIGATION		\$0
1.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY		\$0
1.4 UTILITY MAP AND INVESTIGATION		\$0
1.5 PRELIMINARY RIGHT-OF-WAY (ROW)		\$0
1.6 HYDRAULICS REPORT		\$0
1.7 GEOLOGIC HAZARDS REPORT		\$0
1.8 HYDROLOGY AND WATER QUALITY IMPACT		\$0

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

1.9	NOISE IMPACTS		\$0
1.10	MEETING/HEARING ATTENDANCE		\$0
1.11	35% SUBMITTAL – PRELIMINARY DESIGN AND TYPE SELECTION		\$0
<i>Subtotal Phase 1</i>			<i>\$0</i>
PHASE 2 – FINAL DESIGN			
2.1	UNCHECKED DESIGN SUBMITTAL (65% PLANS, SPECIFICATIONS & ENGINEERING ESTIMATE (PS&E))		\$0
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)		\$0
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)		\$0
2.3.1a	There have been several design changes after submittal of the 100% PS&E, including evaluating whether a Temporary Construction Easement (TCE) was needed instead of a Right-of-Entry (ROE), evaluating the transition of the mixed use path to the roadway, evaluating extra potholing results near the PG&E gas line and possible re-grading, consideration of a Portable Traffic signal during stage construction, and the addition of a two-way left turn lane (TWLTL) near the Bernardus driveway on Carmel Valley Road.		\$42,500
2.4	ROW ACQUISITION SERVICES (If Required)		\$0
2.5	LEGAL DESCRIPTIONS AND EXHIBITS		\$0
2.6	BIDDING PERIOD SERVICES		\$0
2.6.1a	Additional time that was not originally anticipated to be spent updating and revising the final Project bid package, which will likely require CONTRACTOR’s effort to answer questions and prepare addenda, and CONTRATOR and Cornerstone being required to assist with Construction Contractor submittals during construction.		\$25,985
<i>Subtotal Phase 2</i>			<i>\$68,485</i>
TOTAL INCREASE FOR AMENDMENT NO. 4 TO AGREEMENT:			\$94,712

A.2 All written reports/products required under this Agreement must be delivered to the following individual in accordance with the schedule above:

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Jose Miguel Sanchez, EIT, Assistant Engineer
County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: sanchezj9@countyofmonterey.gov
Phone: (831) 796-3009

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an increased amount not to exceed **\$94,712, for a total Agreement amount not to exceed \$674,223.50**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following Project Fee Sheet or in accordance with the following terms:

There shall be no travel reimbursement allowed during this Agreement.

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

Payment may be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (*MYA# 3200*4956*), Project name (*Carmel Valley Road and Laureles Grade Roundabout*), and/or services, and the 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 with a copy to sanchezj9@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.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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.

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.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PROJECT FEE SHEET

Project Name: Carmel Valley Road and Laureles Grade Roundabout

Client: County of Monterey

Prepared by: J. Walter

Date: January 22, 2025

Reviewed by: E. Fansleau

Job Number: 11203642

Phase / Item	GHD LABOR HOURS				GHD HOURS	TOTAL HOURS	OTHER DIRECT COSTS	PROJECT FEES		
	Walter Proj Mgr	Fansleau Proj Engr	Vanegas Moran Engr Lead	Brechwald Jr Engr				Structures	GHD	TOTAL FEE
	Sr Tech Dir 3	Tech Dir 1	Sr Prof 1	Prof 1				Cornerstone		
	\$ 315	\$ 290	\$ 240	\$ 210						
Phase 0 - Project Management										
0.1.1b Project Management	24	14	0	0	38	0	\$247	\$0	\$11,867	\$11,867
0.3.1a Coordination Meetings	12	2	0	0	14	0	\$10,000	\$0	\$14,360	\$14,360
SUBTOTAL PHASE 0	36	16	0	0	52	52	\$10,247	\$0	\$26,227	\$26,227
Phase 2 - Final Design										
2.3.1a Final Design Submittal (100% PS&E)	8	32	20	40	100	0	\$650	\$16,850	\$25,650	\$42,500
2.6.1a Bidding Period Services	8	2	8	40	58	0	\$377	\$12,188	\$13,797	\$25,985
SUBTOTAL PHASE 2	16	34	28	80	158	158	\$1,027	\$29,038	\$39,447	\$68,485
PROJECT TOTALS	52	50	28	80	210	210	\$11,274	\$29,038	\$65,674	\$94,712

TOTAL INCREASE FOR AMENDMENT NO. 4 TO AGREEMENT SHALL NOT EXCEED \$94,712, FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$674,223.50.

EXHIBIT A-5 - REVISED RATE SCHEDULE

Effective February 26, 2025



GHD Class	GHD Description	2025 CDN/US Rate
PROFESSIONAL		
A001	Senior Technical Director 1	\$ 440.00
A002	Senior Technical Director 2	\$ 410.00
A003	Senior Technical Director 3	\$ 380.00
A004	Technical Director 1	\$ 360.00
A005	Technical Director 2	\$ 340.00
A006	Senior Professional 1	\$ 310.00
A007	Senior Professional 2	\$ 290.00
A008	Professional 1	\$ 280.00
A009	Professional 2	\$ 240.00
A010	Professional 3	\$ 215.00
A011	Vacationer / Intern	\$ 200.00
CONSULTANT		
V001	Executive Consultant 1	\$ 565.00
V002	Executive Consultant 2	\$ 515.00
V003	Senior Consultant 1	\$ 425.00
V004	Senior Consultant 2	\$ 380.00
V005	Consultant 1	\$ 315.00
V006	Consultant 2	\$ 260.00
V007	Consultant 3	\$ 210.00
TECHNICAL		
B001	Lead Design Technician 1	\$ 395.00
B002	Lead Design Technician 2	\$ 365.00
B003	Lead Design Technician 3	\$ 330.00
B004	Senior Design Technician 1	\$ 325.00
B005	Senior Design Technician 2	\$ 305.00
B006	Design Technician 1	\$ 280.00
B007	Design Technician 2	\$ 260.00
B008	Drafting/Design 1	\$ 250.00
B009	Drafting/Design 2	\$ 215.00
B010	Drafting/Design 3	\$ 200.00
B011	Drafting/Design 4	\$ 190.00
B012	Intern Drafting/Design	\$ 170.00

GHD Class	GHD Description	2025 CDN/US Rate
ADMINISTRATION		
C001	Business Services Manager 1	\$ 350.00
C002	Business Services Manager 2	\$ 310.00
C003	Senior Business Services 1	\$ 240.00
C004	Senior Business Services 2	\$ 225.00
C005	Business Services 1	\$ 200.00
C006	Business Services 2	\$ 190.00
C007	Business Services 3	\$ 140.00
SITE BASED		
S001	Senior Construction Manager	\$ 385.00
S002	Construction Manager	\$ 335.00
S003	Lead Site Engineer/Supervisor	\$ 295.00
S004	Senior Site Engineer	\$ 265.00
S005	Site Engineer	\$ 250.00
S006	Lead Inspector	\$ 255.00
S007	Senior Inspector	\$ 205.00
S008	Inspector / Specialist 1	\$ 180.00
S009	Inspector / Specialist 2	\$ 165.00
S010	Clerk / Specialist 3	\$ 155.00
S011	Senior Site Manager 1	\$ 165.00
S012	Senior Site Manager 2	\$ 155.00
S013	Senior Site Manager 3	\$ 145.00
S014	Senior Site Manager 4	\$ 135.00
S015	Operator/Labourer 1	\$ 135.00
S016	Operator/Labourer 2	\$ 125.00
S017	Operator/Labourer 3	\$ 105.00
PROJECT SUPPORT		
D001	Project Support Manager 1	\$ 420.00
D002	Project Support Manager 2	\$ 395.00
D003	Senior Project Support 1	\$ 350.00
D004	Senior Project Support 2	\$ 300.00
D005	Project Support 1	\$ 285.00
D006	Project Support 2	\$ 265.00
D007	Project Support 3	\$ 245.00
D008	Project Support 4	\$ 220.00
D009	Project Support 5	\$ 190.00
D010	Project Support 6	\$ 135.00

EXHIBIT A-5 - REVISED RATE SCHEDULE

Effective February 26, 2025



2025 Rate Schedule Notes

- 1) Rates are for employees of GHD companies.
- 2) An administration fee will apply to all invoices to cover in-house disbursements (Associated Project Costs) on a project. This will be charged at a rate of either:
 - 6% of total professional fees
 - Hourly rate of CAD \$7.50 or USD \$6.50

3) ~~All travel will be invoiced at economy class rates. Lodging and meal expenses will be at cost plus agreed markup unless a per diem rate is negotiated.~~

Initial Initial
EV PL
 Contractor Initials

2/5/2025 | 8:57 AM PST
Date 2/5/2025 | 8:58 AM PST

- 4) All other project related disbursements, expenses and subcontractor costs will be invoiced with a markup of 15%.
- 5) Fee schedule is subject to change annually.

6) Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates. ~~Personal vehicle mileage rates will be charged in accordance with government regulated standard rates.~~

Initial Initial
EV PL
 Contractor Initials

2/5/2025 | 8:57 AM PST
Date 2/5/2025 | 8:58 AM PST

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED GRD Inc. 3200 E Camelback Rd Suite 210 Phoenix, AZ 85018	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>Where required by written contract</p>
--

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

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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

2. Exclusions

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

- (1) 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 site 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.

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where required by written contract
Location And Description of Completed Operations: Where required by written contract
Additional Premium: N/A

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

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

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:
Where required by written contract
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.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-09	07/01/2024	07/01/2025	07/01/2024		---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) **where required by written contract or written agreement** with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", **will apply on a primary and non-contributory basis** and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH[®]

Coverage Extension Endorsement – New York

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. **BAP 3757423 - 09**

Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) **where required by written contract or written agreement** with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the Limits of Insurance shown in the Declarations.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", **will apply on a primary and non-contributory basis** and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

F. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

G. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

H. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:

- (1) Personal property owned by an "insured"; and
- (2) In or on a covered "auto".

- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

- (1) The reasonable cost to replace; or
- (2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
- (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
- (3) Paintings, statuary and other works of art.
- (4) Contraband or property in the course of illegal transportation or trade.
- (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

I. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

J. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

K. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

The final deductible will always be in compliance with Section 3411(k) of New York Insurance Law.

L. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

M. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

O. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

P. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

Q. Hired Auto – World Wide Coverage

Paragraph 7.b.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

R. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

S. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

T. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

U. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2,500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

V. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a private passenger "auto" insured under this Coverage Part for physical damage coverage is stolen or abandoned, we or our authorized representative shall, when notified of the location of the "auto", have the right to take custody of the "auto" for safekeeping. If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.