

**AMENDMENT NO. 12  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
MICHAEL BAKER INTERNATIONAL, INC.**

**THIS AMENDMENT NO. 12** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Michael Baker International, 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's predecessor in interest, Pacific Municipal Consultants, entered into a Professional Services Agreement with County on September 21, 2006, (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on October 17, 2007 (hereinafter, "Amendment No. 1"), July 8, 2008 (hereinafter, "Amendment No. 2"), July 20, 2009 (hereinafter, "Amendment No. 3"), December 1, 2009 (hereinafter, "Amendment No. 4"), June 29, 2010 (hereinafter, "Amendment No. 5"), December 21, 2010 (hereinafter, "Amendment No. 6"), June 29, 2011 (hereinafter, "Amendment No. 7"), December 12, 2011 (hereinafter, "Amendment No. 8"), June 25, 2012 (hereinafter, "Amendment No. 9"), May 29, 2013 (hereinafter, "Amendment No. 10"), and March 20, 2014 (hereinafter, "Amendment No. 11"); and

**WHEREAS**, Peter C. and Grace L. Wang (hereinafter, "Project Applicants") have applied to the County for a permit for a standard subdivision for the Peter C. and Grace L. Wang Subdivision (hereinafter, "Project"); and

**WHEREAS**, an Environmental Impact Report (hereinafter, "EIR") is required for the PROJECT; and

**WHEREAS**, County engaged Pacific Municipal Consultants to prepare the EIR; and

**WHEREAS**, as of July 1, 2015, Pacific Municipal Consultants was placed under the ownership of CONTRACTOR; and

**WHEREAS**, the EIR has not been completed and the Project Applicants have requested additional time to determine the water supply and a plan of action to complete the Project before work on the EIR can continue; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to September 30, 2017 with no associated dollar amount increase to allow the Project Applicants additional time to determine the water supply and a plan of action to complete the Project before work on the EIR can continue.

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

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:  
  
The term of this Agreement is from July 1, 2005 to September 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.
2. The "Estimated Completion Date" referenced in Section IV, Project Schedule, of Exhibit A – Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through September 30, 2017, to conform to the amended term of the Agreement.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 12 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 12 are incorporated into the Agreement and this Amendment No. 12.

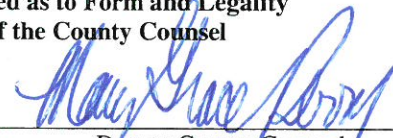
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 12 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:   
Director of Planning

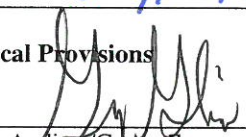
Date: 8/12/15

**Approved as to Form and Legality  
Office of the County Counsel**

By:   
Deputy County Counsel

Date: 8-11-15

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 8-10-15

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

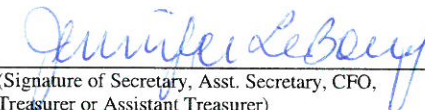
**CONTRACTOR\***

Michael Baker International, Inc.  
Contractor's Business Name

By:   
(Signature of Chair, President or Vice President)

Its: Philip O. Carter, Vice-President  
(Print Name and Title)

Date: July 28, 2015

By:   
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Assistant Treasurer)

Its: Jennifer LeBoeuf, Asst. Secretary  
(Print Name and Title)

Date: July 28, 2015

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Pittsburgh PA Office Dominion Tower, 10th Floor 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Michael Baker International, Inc. Formerly Pacific Municipal Consultants (PMC) 2729 Prospect Park Drive, suite 220 Rancho Cordova CA 95670 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Lloyd's Syndicate No. 2623		AA1128623
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D: National Union Fire Ins Co of Pittsburgh		19445
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570058699188      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			TB2681004145714	06/30/2014	08/30/2015	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-681-004145-724	06/30/2014	08/30/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE018742918	08/30/2014	08/30/2015	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA768D004145694 AOS WC7681004145704 WI	06/30/2014	08/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C					06/30/2014	08/30/2015	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	E&O-PL-Primary			QC1402675 Professional & Pollution SIR applies per policy terms & conditions	06/30/2014	08/31/2015	Per Claim	\$5,000,000
							Aggregate	\$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 For Named Insured Only: Attn: Pam Warfield. RE: MB Project Name: Grace L. Wang Subdivision EIR. County of Monterey, its officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an additional insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability and Automobile Liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

County of Monterey Planning & Building Inspection Dept. Attn: Dalia Mariscal-Martinez 168 West Alisal Street, 2nd Floor Salinas CA 93901 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central Inc</i>
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Holder Identifier : ABCDEFHI

Certificate No : 570058699188

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

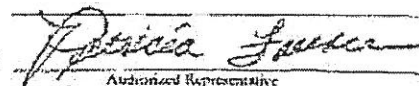
For attachment to Policy No.

TB2-681-004145-714

Audit Basis

Issued To

Countersigned by

  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Person Or Organization: Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss

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

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

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

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

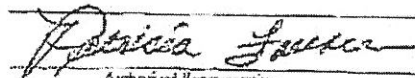
For attachment to Policy No.

TB2-681-004145-714

Auto Basis

Issued To

Countersigned by

  
Authorized Representative

Issued

Sales Office and No.

End Serial No.

Policy Number TB2-681-004145-714  
 Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
 MOTOR CARRIER COVERAGE PART  
 GARAGE COVERAGE PART  
 TRUCKERS COVERAGE PART  
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
*Per schedule on file with the company*		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS2-681-004145-724  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERGE FORM  
TRUCKERS COVERAGE FORM

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

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

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

**Regarding Designated Contract or Project:**

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

**The following is added to the Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.



Authorized Representative: \_\_\_\_\_



POLICY NUMBER: AS2-681-004145-724

COMMERCIAL AUTO  
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

### SCHEDULE

Name(s) Of Person(s) Or Organizations(s): Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss.
Premium: \$ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number: AS2-681-004145-724  
Issued By: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-68D-004145-694 Premium \$

Issued to Michael Baker Corporation

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in KY, NH and NJ

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-68D-004145-694



**LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed as follows:

- (1) Underwriters authorize Aon the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Assured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
- (2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Assured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.
- (3) It is further understood and agreed that Underwriters' authorization of the Certificate issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.
- (4) As used in this endorsement:
  - (i) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.
  - (ii) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms, clauses and conditions remain unchanged.

