

**AMENDMENT NO. 9
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 9 to Professional Services Agreement No. A-11286 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wood Rodgers, 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-11286 with County on October 27, 2008 (hereinafter, "Agreement") to provide environmental documentation and Plans, Specifications and Engineer's Estimate (PS&E) (hereinafter, "services") for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment (hereinafter, "Project") through December 30, 2011 for an amount not to exceed \$1,048,896.04; and

WHEREAS, Agreement was amended by the Parties on December 3, 2009 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions and Exhibit B-1 – Federal Provisions) to increase the amount by \$15,700.00 which resulted in a total not to exceed amount of \$1,064,596.04 and to revise Exhibit B - Federal Provisions with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on September 29, 2010 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions) to increase the amount by \$139,359.75 which resulted in a total not to exceed amount of \$1,203,955.79 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on September 2, 2011 (hereinafter, "Amendment No. 3", including Exhibit A-3 – Scope of Services/Payment Provisions) to extend the term for approximately two (2) additional years through December 31, 2013, to increase the amount by \$100,200.00 which resulted in a total not to exceed amount of \$1,304,155.79 and to revise the indemnification provisions; and

WHEREAS, Agreement was amended by the Parties on September 26, 2012 (hereinafter, "Amendment No. 4", including Exhibit A-4 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through June 30, 2014 and to increase the amount by \$428,422.00 which resulted in a total not to exceed amount of \$1,732,577.79; and

WHEREAS, Agreement was amended by the Parties on May 14, 2014 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through June 30, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on November 12, 2014 (hereinafter, "Amendment No. 6", including Exhibit A-5 – Scope of Services/Payment Provisions) to increase the amount by \$86,830.00 which resulted in a total not to exceed amount of \$1,819,407.79 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on July 5, 2016 (hereinafter, "Amendment No. 7") to extend the term for six (6) additional years through June 30, 2022 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on February 6, 2018 (hereinafter, "Amendment No. 8", including Exhibit A-6 – Scope of Services/Payment Provisions) to increase the amount by \$377,660.00 which resulted in a total not to exceed amount of \$2,197,067.79 with no extension to the term; and

WHEREAS, to continue with the Project, funding within the Agreement was reallocated from Task 6, Prepare Project Study Report/Project Report, Task 7, Assistance During Bidding, Task 8, Assistance During Construction, and Task 9, Additional Services, to Task 5, Prepare Regulatory Permits, of Exhibit A-6 of the Agreement; and

WHEREAS, tasks associated with Right-of-Way, Permitting and Project Design continue to be required from the CONTRACTOR; and

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

WHEREAS, new subtasks associated with Task 5 in Exhibit A-6 of the Agreement have been identified and are required from the CONTRACTOR; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to perform services associated with the completion of Task 5, Task 6, Task 7, Task 8 and Task 9 in Exhibit A-6 to complete the Project; and

WHEREAS, the Parties wish to further amend the Agreement to update the indemnification provisions and to increase the amount by \$110,120.00 for a total amount not to exceed \$2,307,187.79 with no extension to the term 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 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-2, A-3, A-4, A-5, A-6 and A-7 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, A-5, A-6 and A-7, 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 \$2,307,187.79.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-7, Scope of Services/Payment Provisions".
4. Amend Section 8.02, "Indemnification for Design Professional Services Claims", of Paragraph 8, "Indemnification", to read as follows:

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

5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. 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.
7. 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

CONTRACTOR*

By:

Contracts/Purchasing Officer

Date:

**Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager**

By:

Mary Grace Perry
Deputy County Counsel

Date:

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager**

By:

Name:

Title:

Date:

Wood Rodgers, Inc.

Contractor's Business Name

By:

(Signature of Chair, President or Vice President)

Its:

Jeffrey M. Carpenter, VP
(Print Name and Title)

Date:

7/10/2019

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its:

Peter D. Gia, Asst. Secretary
(Print Name and Title)

Date:

7/10/19

*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.

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

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Wood Rodgers, Inc.
Contractor's Business Name

Date: 30 July 2019

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

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Jeffrey M. Carpenter, VP
(Print Name and Title)

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 7/10/2019

Date: 7-10-19

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

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Its: PETE TOGIA, ASST SECRETARY
(Print Name and Title)

Date: 7-11-19

Date: 7/10/19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Name: _____
Title: _____
Date: _____

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

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and

Wood Rodgers, Inc., hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of additional services associated with completion of the Project Report (PR), Plans, Specifications, and Engineer’s Estimate (PS&E), Environmental Permitting, and Bidding and Construction Support for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment (hereinafter, “Project”), as set forth below:

TASK 5 – PREPARE REGULATORY PERMITS

Task 5.4: Marine Mammal Incidental Take Authorization Application

With County consent, CONTRACTOR’s Subcontractor, LSA Associates, Inc. (LSA), engaged Illingworth & Rodkin, Inc. (Illingworth & Rodkin) to prepare the hydroacoustic assessments required to respond to National Marine Fisheries Service’s (NMFS) and United States Fish and Wildlife Service’s (USFWS) comments provided on the Incidental Harassment Authorization (IHA) form.

Budget: \$12,620.00

Task 5.5: Coastal Development Permit Application

LSA shall finalize the Coastal Development Permit (CDP) application for submittal to the California Coastal Commission (CCC). Following submittal of the CDP application package, LSA shall correspond with County; LSA shall also attend up to one (1) meeting with County, two (2) meetings with CCC staff, and one (1) CCC hearing. This scope includes preparing up to two (2) sets of responses to CCC staff requests for additional information specific to the CDP application.

Please note that obtaining a CDP can take longer than expected and cannot be guaranteed. The proposed budget does not account for fulfilling unforeseen CCC requests for information beyond what the CDP application requires. The CCC’s staff is currently backlogged with application reviews, and this backlog frequently results in delays. Furthermore, CCC’s staff and Commissioners occasionally disagree, resulting in multiple staff reports and hearings. Therefore, LSA has attempted to provide a thorough scope and a sufficient budget to complete a CDP application and conduct the necessary work to obtain a CDP under typical conditions. Additional budget may be needed if the CCC requires information or deliverables that are beyond what they typically request.

Budget: \$26,000.00

TASK 6 – PREPARE PROJECT STUDY REPORT/PROJECT REPORT (PSR/PR)

Task 6.2 - Final PSR/PR

County/California Department of Transportation (Caltrans) Review: The Draft Final PSR/PR shall be circulated within County and Caltrans for review and comment. CONTRACTOR shall address all review comments in writing and make necessary revisions to the Draft Final PSR/PR. It is anticipated that two (2) submittals and revision cycles to County and Caltrans shall be required for approval. CONTRACTOR assumes there will be no revisions to the approved Environmental Document (ED) and that the ED shall not be re-circulated for Public comment. It is also assumed that substantial revisions to the ninety percent (90%) PS&E shall not be required. Examples of substantial changes

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

include, but are not limited to, major shifts in alignment and profile, revisions to retaining wall type and design, revisions to the previously approved bridge type and design. Under this Task, CONTRACTOR shall attend up to two (2) meetings with the Project Development Team (PDT). Once approval has been received, CONTRACTOR shall produce the required number of copies for County and Caltrans files.

Budget: \$20,000.00

TASK 7 – ASSISTANCE DURING BIDDING

CONTRACTOR shall assist County during bidding of the Project. Services shall include: attendance at Bidder's conference, responding to Bidder inquiries, assisting with addendums, and preparing the Bid Summary, if required.

Budget: \$ 6,500.00

TASK 8 – ASSISTANCE DURING CONSTRUCTION

CONTRACTOR shall provide assistance to County during construction. This will include review of the Request for Information (RFI) and submittals, review of shop drawings, and assistance with evaluation of CONTRACTOR's prepared Change Orders.

Budget: \$30,000.00

TASK 9 – ADDITIONAL SERVICES

Additional Services are defined as other related services as requested in writing by County. Additional services related to the Tasks described herein shall not be provided unless authorized in writing by County prior to additional services being provided. Services completed by CONTRACTOR prior to receiving County's written authorization to proceed shall not be eligible for compensation. Any newly identified tasks not included herein shall not be conducted by CONTRACTOR until presented to County and with County approval, amended into this Agreement.

Budget: \$15,000.00

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall increase the amount of the Agreement by \$110,120.00 for a total amount not to exceed \$2,307,187.79 for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit A-7. CONTRACTOR's compensation for services rendered shall be based according to the budgets outlined for each Task as included in the Summary of Budget, of this Exhibit A-7 and according to the Agreement's latest Fee Schedule included in Exhibit A-6 of this Agreement.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses within the not to exceed task budgets during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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 shall be based upon satisfactory completion and acceptance of each major part of the Agreement.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*2618, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

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

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

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-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SUMMARY OF BUDGET:

TASK 5 – PREPARE REGULATORY PERMITS

Task 5.4 – Marine Mammal Incidental Take Authorization Application \$ 12,620.00

Task 5.5 – Coastal Development Permit Application \$ 26,000.00

TASK 6 – PREPARE PROJECT STUDY REPORT/PROJECT REPORT (PSR/PR)

Task 6.2 – Final PSR/PR \$ 20,000.00

TASK 7 – ASSISTANCE DURING BIDDING

(formerly Milestone 4 in Exhibit A of Agreement) \$ 6,500.00

TASK 8 – ASSISTANCE DURING CONSTRUCTION

(formerly Milestone 5 in Exhibit A of Agreement) \$ 30,000.00

TASK 9 – ADDITIONAL SERVICES

\$ 15,000.00

GRAND TOTAL:

\$110,120.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2019

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 Dealey, Renton & Associates License # 0020739 P. O. Box 12875 Oakland CA 94604-2875	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: nferrick@dealeyrenton.com
	INSURER(S) AFFORDING COVERAGE
INSURED WOODRODGE1 Wood Rodgers, Inc. 3301 C Street, Bldg 100B Sacramento CA 95816-3342	INSURER A: Travelers Property Casualty Co of Ameri NAIC # 25674
	INSURER B: XL Specialty Insurance Co. NAIC # 37885
	INSURER C: Travelers Indemnity Company of America NAIC # 25666
	INSURER D: Trumbull Insurance Company NAIC # 27120
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 248312731

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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6803H071820-CA 6806H391485-NV	10/1/2018 10/1/2018	10/1/2019 10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BA5367L055	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	CUP4161T309	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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/A	57WEAC4JYY	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			DPR9931670	10/1/2018	10/1/2019	\$5,000,000 \$7,000,000 per Claim Annual Aggregate

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

All Operations of the Named Insured, WR#8091's. The County of Monterey, its agents, officers and employees are named as Additional Insureds to General and Auto Liability per policy form wording. Such Insurance is Primary and Non-contributory Waiver of Subrogation applies to General and Auto Liability and Worker's Compensation coverage per policy form wording.

CERTIFICATE HOLDER**CANCELLATION 30 Days Notice of Cancellation**

County of Monterey
 Contracts/Purchasing Dept
 168 West Alisal Street, 3rd Floor
 Salinas CA 93901

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

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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

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

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

Location of Covered Operations:

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

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

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

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

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

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

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 location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

(1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and

(2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

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

POLICY NUMBER: 6803H071620 AND 6806H391485

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 9/11/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "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.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** 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 by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for 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.
2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (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.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

- (2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization 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 the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

TRAVELERS

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) --

POLICY NUMBER: 57WEAC4JJY

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION: All parties as required by written contract

DATE OF ISSUE: 01/01/2019